

TERMS AND CONDITIONS OF USE

www.greenhomeimmobilier.fr

TABLE OF CONTENTS

INTRODUCTION.....	2
ARTICLE 1 DEFINITION.....	2
ARTICLE 2 PURPOSE - DESCRIPTION OF THE WEBSITE.....	3
ARTICLE 3 ACCEPTANCE OF THE TERMS.....	3
ARTICLE 4 CHANGES TO THE TERMS.....	3
ARTICLE 5 ACCESSIBILITY - WEBSITE CONFIGURATION.....	3
ARTICLE 6 USING THE WEBSITE.....	4
ARTICLE 7 WEBSITE AVAILABILITY - COMMITMENT OF GREEN HOME.....	5
ARTICLE 8 HYPERLINKS	6
ARTICLE 9 USER COMMITMENT.....	6
ARTICLE 10 INTELLECTUAL PROPERTY.....	7
ARTICLE 11 PERSONAL DATA.....	8
ARTICLE 12 COMPLAINTS - GOVERNING LAW– JURISDICTION.....	8

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INTRODUCTION

Thank you for taking the time to read and understand the Terms (**Terms**) of our website www.greenhomeimmobilier.fr (**Website**).

The Website is owned and operated by the company **Green Home Immobilier**, which is registered with the RCS under the number 835018185 (**GREEN HOME**). By accepting the Terms you are entering into a contract.

Access to and use of the Website implies full acceptance of the Terms by any internet user who browses any part of the Website (**User**), and Users therefore agree to comply with the Terms in full, for as long as they use the Website. If a User disagrees with the Terms, they must immediately cease using the Website.

The Terms govern the conditions under which the User shall use the Website in whole or in part.

ARTICLE 1 DEFINITION

The words and expressions written with a capital letter in the Terms have the meaning indicated below, whether they are used in the singular or plural:

- **Terms** : means these terms and conditions;
- **Website** www.greenhomeimmobilier.fr : means the shop-window website accessible at <https://www.greenhomeimmobilier.fr> containing various sections: "Listings", "Valuation", "Contact", "Concept", "Sold", "Press", "Franchise";
- **Director of Publications** : means Samuel Dadoun or Cyril Delpon, partners and directors of the company GREEN HOME;
- **User** : means an adult individual who uses the Website after having read and accepted the Terms.
- **Forms** : refers to the various contact options offered by GREEN HOME on its website and detailed below;
- **Personal data** : means any information relating to an identified or identifiable natural person in accordance with the Data Protection Act;
- **Intellectual Property Rights** : means any rights relating to a patent, patent application, trademark, design and/or model, any copyright, the right to prevent unauthorised extraction of data, know-how and any other intellectual property rights recognised by the applicable legislation.

- **Data Protection Act** : all provisions resulting from the French Data Protection Act n°78-17 of 6 January 1978 (DPA) and the General Data Protection Regulation 2016/679 of 27 April 2016 (GDPR);

- **Privacy Policy** : GREEN HOME's policy for the processing of personal data collected on the Website from Users. It can be accessed from each page of the Website(<https://www.greenhomeimmobilier.fr/politique-de-confidentialite.pdf>)and by the hypertext link in each form proposed on the Website;

ARTICLE 2 PURPOSE - DESCRIPTION OF THE WEBSITE

These Terms concern the use of the website www.greenhomeimmobilier.fr (the Website).

ARTICLE 3 ACCEPTANCE OF THE TERMS

By accessing the Website, Users are deemed to have read and accepted the Terms, without restriction or reservation.

If they wish to use the services of the Website, Users must tick a box indicating acceptance of the Terms in order to continue. A hyperlink will allow them to access the Terms from each page.

ARTICLE 4 CHANGES TO THE TERMS

These Terms for the Website may be modified or extended at any time by the Director of Publications.

In the event of a substantial change, Users will be informed by means of a special notice displayed on the Website.

ARTICLE 5 ACCESSIBILITY - WEBSITE CONFIGURATION

In order to use the Website, Users must :

- have Internet access or access to a mobile telephone network (access costs to be borne by the User);
- have an up-to-date web browser;
- enable JavaScript and cookies: disabling these functions may stop the Website from working properly;

These technical configurations are subject to change without notice. The User is solely responsible for the compatibility between their equipment and the Website;

GREEN HOME will not accept responsibility for any problems with the Website in the event that they use a different configuration from the one required, including if the incompatibility results in whole or in part from a change to the minimum required configuration.

ARTICLE 6 USING THE WEBSITE

Access to the Website is free of charge and does not require any prior registration by the User.

On the Website, the User has access to several sections which fall into two categories
A) Sections with Forms and B) Sections without Forms.

A) SECTIONS WITH FORMS

The User can access these sections without registering or stating their identity.

If the User wishes to contact GREEN HOME or to use a service of GREEN HOME, the User must provide certain information:

i) LISTINGS

In the LISTINGS section, the User can view listings for properties for sale in Marseille and Aix en Provence without having to state their identity.

If the User wishes to receive listings by email, they can ask to set up an alert by filling in the "CREATE AN ALERT" form on the first page of property listings section.

In this case, the User will have to provide the information requested in order to receive alerts; information concerning data processing will be stated at the time the data is collected and in the privacy policy at the bottom of the form.

In this same section, the User can click on the listing to see more details on the property without having to state their identity.

If the User wishes to have more information on one of the listings , they can use the "CONTACT US" form on each listing.

The User will have to provide the information requested in order to be contacted by GREEN HOME; information concerning data processing will be stated at the time the data is collected and in the privacy policy at the bottom of the form.

ii) VALUATION

The User can then use the "VALUATION" section and fill out a form if they want GREEN HOME to value their property, before it is put up for sale via the Website.

The User will have to provide the information requested in order to obtain a valuation from GREEN HOME; information concerning data processing will be stated at the time the data is collected and in the privacy policy at the bottom of the form.

iii) CONTACT

Without going through the "LISTINGS" or "VALUATION" sections, the User can contact GREEN HOME by filling out the form in the "CONTACT" section.

The User will have to provide the information requested in order to be contacted by GREEN HOME; information concerning data processing will be stated at the time the data is collected and in the privacy policy at the bottom of the form..

iv) FRANCHISE

This section offers users the chance to join the franchise network for the GREEN HOME concept.

If the User is interested in joining the network, they can fill out the form at the bottom of the page to be contacted by GREEN HOME.

The User will have to provide the information requested in order to be contacted by GREEN HOME; information concerning data processing will be stated at the time the data is collected and in the privacy policy at the bottom of the form.

B) SECTIONS WITHOUT FORM

The User can then browse the Website and access three other sections with information about GREEN HOME that do not have any Forms.

v) CONCEPT

This section presents the concept developed by GREEN HOME

vi) SOLD

This section lists properties already sold by GREEN HOME.

vii) PRESS

This section presents articles in the press about GREEN HOME

ARTICLE 7 WEBSITE AVAILABILITY - COMMITMENT OF GREEN HOME

GREEN HOME undertakes to implement all reasonable means at its disposal to ensure quality access to the Website.

However, GREEN HOME is dependent on the quality of the Internet network.

In this respect, the User is informed of the constraints and limits of the Internet network, particularly in terms of :

- transmission of Data and possible breaches of Data;
- no guaranteed continuity of access to the Website;
- technical constraints beyond the control and responsibility of GREEN HOME.

Consequently, GREEN HOME cannot be held responsible for any unavailability of the Website or any disruption to connection during use of the Website, and more generally, for any disruption of the Internet network affecting the use of the Website.

In any case, GREEN HOME will not accept responsibility for these risks and any resulting damage for the User, whatever the extent.

It is up to the User to take precautions to protect their data, software and hardware from contamination by viruses or other forms of attack that may be circulating through the Website.

The User may not make any complaints based on difficulties accessing the Website in breach of these Terms.

GREEN HOME is bound only by an obligation of means for all its obligations.

GREEN HOME provides its best efforts to ensure that the information accessible through the Website is accurate. However, it does not guarantee in any way that the information is accurate, complete and up to date and, in general, does not provide any express or tacit guarantee concerning all or part of the Website.

In particular, GREEN HOME will not accept responsibility for:

- breaches of computer security which may damage User data, unless there is evidence that GREEN HOME has breached its obligation of security;
- the security of the data transmitted via the Internet;
- the accuracy of data entered by the User.

ARTICLE 8 HYPERLINKS

Our website may provide links to other websites or other information sources operated by partner sites.

Insofar as we have no control over these partner services and external sources, we make no undertaking as to the availability and content of these external sites and sources, and decline any responsibility for the content, advertising, products, services or any other material available on or from these external sites or sources.

Neither will we accept liability for any damage or loss, whether actual or alleged, arising out of or in connection with the use of, or reliance on, the content, goods or services available on these partner services or external sources

ARTICLE 9 USER COMMITMENT

The User undertakes to use the Website and the Services in accordance with the Terms and under normal conditions of use.

The User undertakes to use the Website and the Services fairly and shall not :

- reverse engineer, decompile or edit applications or source codes related to the Website or the Services;
- modify the Website to include viruses, worms, Trojan horses or any files or computer programs that may interrupt, destroy or limit the functionality of any computer or computer network connected in any way to the Services.

The User shall:

- notify GREEN HOME of any technical malfunction or anomaly, such as intrusions;
- use the Website in compliance with the legal and regulatory provisions in force and in compliance with these Terms.

ARTICLE 10 INTELLECTUAL PROPERTY

The Website

The User acknowledges that the Website and its content (including, without limitation, texts, logos, software, music, sounds, photographs, videos, drawings, graphics, or other elements appearing within the Website) are protected by intellectual property rights and are, unless stated otherwise and excluding content hosted on third party sites, the exclusive property of GREEN HOME or used by GREEN HOME with permission from the holders of these rights

Their partial or total use, reproduction or publication, without express prior written consent from GREEN HOME and / or third parties are strictly prohibited, pursuant to the Intellectual Property Code and the laws and provisions of all countries and international conventions.

The User's right to use the Website in accordance with the Terms may in no way be interpreted as conferring on the User any right whatsoever over the intellectual property relating to the Website or the Services

Databases

In accordance with the provisions of Law No. 98-536 of 1 July 1998 transposing Directive 96/9 EC of 11 March 1996 on the Legal Protection of Databases into the Intellectual Property Code, GREEN HOME is the producer and owner of all or part of the databases comprising the Website.

By accessing the Website, the User acknowledges that the data contained therein is legally protected, and, in accordance with the provisions of the law of 1 July 1998, the User is prohibited from extracting, reusing, storing, reproducing, representing or preserving, directly or indirectly, on any medium whatsoever, by any means and in any form whatsoever, all or a qualitatively or quantitatively substantial part of the content of the databases appearing on the Website to which they have access, as well as from extracting or repeatedly and systematically reusing qualitatively and quantitatively insubstantial parts where such operations manifestly exceed the normal conditions of use.

Trademarks and distinctive signs

The brand ”  ”, the corporate name GREEN HOME, the trading name GREEN HOME, as well as the domain name www.greenhomeimmobilier.fr, are the exclusive property of GREEN HOME.

Any reproduction or use of these intellectual property rights and any future distinctive sign, in any way and for any reason whatsoever, without the express prior written permission of GREEN HOME is prohibited.

ARTICLE 11 PERSONAL DATA

As data controller, GREEN HOME may collect, use and process personal data when the User connects to or visits the Website and uses the Forms.

The User is informed of this data processing throughout the Website:

- - In all forms, which contain information and a link to the full privacy policy: <https://www.greenhomeimmobilier.fr/politique-de-confidentialite.pdf>
- - At the bottom of each page of the Website, there is a link to the privacy policy: <https://www.greenhomeimmobilier.fr/politique-de-confidentialite.pdf>
- - If the User wishes to exercise their rights as set out in the Privacy Policy, they may send a request by email to contact@greenhomeimmobilier.fr, or by post to: Green Home Immobilier - 1 rue Fondère 13004 Marseille, France.

ARTICLE 12 COMPLAINTS - GOVERNING LAW– JURISDICTION

For any request, question or complaint relating to the Website and the Services the User may contact GREEN HOME:

- either by email: contact@greenhomeimmobilier.fr
- or by post: Green Home Immobilier - 1 rue Fondère 13004 Marseille, France

In case of a conflict or dispute between the User and GREEN HOME concerning the execution of these Terms, the User may refer the matter to a binding mediation procedure or any other alternative method of dispute resolution.

These Terms are governed by French law.

For any dispute arising from the use of the Website, the User agrees to contact GREEN HOME so that an amicable solution to the dispute can be sought.

Nevertheless, in the event that an amicable solution cannot be found, any dispute arising from the application of these Terms will fall under the jurisdiction of the French courts.