



Terms and conditions of use for contributors

1. Presentation

This charter governs the use of the three economic/business sites managed by Montpellier Méditerranée Métropole's Pôle Attractivité, Développement Économique et Emploi (*Attractiveness, Economic Development, and Employment Department*).

-> www.entreprendre-montpellier.com

-> www.bic-montpellier.com

-> www.medvallee.fr

The purpose of these sites is to present the economic/business services offered by Montpellier Méditerranée Métropole concerning strategic sectors, structuring projects, CSR strategy, and more. These services are designed to facilitate the set-up, creation, and growth of economic/business players in the Montpellier metropolitan area* and abroad.

***The 31 cities in the Montpellier metropolitan area:** Baillargues, Beaulieu, Castelnau-le-Lez, Castries, Clapiers, Cournonsec, Cournonterral, Fabrègues, Grabels, Jacou, Juvignac, Lattes, Lavérune, Le Crès, Montaud, Montferrier-sur-Lez, Montpellier, Murviel-lès-Montpellier, Pérols, Pignan, Prades-le-Lez, Restinclières, Saint-Brès, Saint-Drézéry, Saint-Geniès-des-Mourgues, Saint-Georges-d'Orques, Saint-Jean-de-Védas, Saussan, Sussargues, Vendargues, and Villeneuve-lès-Maguelone.

2. Definitions and prerequisites

Content: designates all economic/business information present on the above-mentioned sites, such as data, text, images, logos, hypertext links, etc.

User: designates an Internet user who accesses the sites for reference or research purposes.

Contributor: designates any person, located in the Montpellier metropolitan area, who has created an account on one or more of the three above-mentioned sites, and who uses said sites to communicate about his/her economic/business activity.

A contributor must be an economic/business player (company, association, self-employed, liberal professional, training and research organization, investor, assistance provider, public body, etc.) with a presence in the Montpellier metropolitan area and/or offering content intended for economic/business players in the Montpellier metropolitan area.

Contribution: content proposed by a contributor

A contribution consists of: submitting non-commercial content about the contributor's activity and the development of new products, new services, a new location, fundraising, business partnerships, international development, events, competitions, or open calls for projects, intended for or likely to be of interest to economic/business players in the Montpellier metropolitan area.

When submitting a contribution for an event: it is strongly advised to publish information about an event at least three weeks before the date of the event. Under this time frame, Montpellier Métropole cannot guarantee that the publication will be published in time. The event must be located within the Montpellier metropolitan area or must be of interest to Montpellier metropolitan area economic/business players.

The review committee is free to decide whether to publish information about an event, a call for projects, or a news item outside the area, notably whether the information is of direct interest to the economic/business players of the Montpellier metropolitan area.

3. General terms and conditions for using the sites

Contribution to the Montpellier Méditerranée Métropole websites requires the express acceptance of the general terms and conditions of use defined in the latest online version of this Charter. Montpellier Méditerranée Métropole is free to modify the terms and conditions at any time without prior notice in order to adapt them to changes in the sites and/or in current laws and regulations.

The moderator assigned by the review committee may, at any time, reject or modify contributions that do not comply with this objective.

3.1. Personal data

Personal data collected via the sites (first and last name, e-mail address, etc.) is processed for the purpose of identifying the authors of comments posted on the sites.

The term “personal data” refers to any information relating to a physical person who is identified or who can be identified, directly or indirectly, by reference to one or more elements that are specific to him or her, such as first and last name, pseudonym, e-mail address, or password.

Passwords are never disclosed to third parties, unless required by law or a judicial authority in compliance with applicable regulations. In compliance with EU Regulation 2016/679 of April 27, 2016 (GDPR) and the amended French Data Protection Act of January 6, 1978, you have the right, subject to certain conditions and with certain exceptions, to access, rectify, delete, transfer, oppose, limit processing, or withdraw your consent at any time, and lodge a complaint with the French Data Protection Authority (CNIL). To exercise your rights, please contact us by e-mail at: donneespersonnelles@montpellier.fr

3.2. Use of personal data by Montpellier Méditerranée Métropole

The user agrees to allow Montpellier Méditerranée Métropole to contact him/her in accordance with the present charter, via the e-mail address that the contributor indicates when creating his/her account, as part of his/her contribution. By creating an account, the contributor agrees to receive regular reminders for future newsletters. Nevertheless, it is possible to unsubscribe at any time by clicking on the unsubscribe link.

3.3. Rights and terms of use for content available on the sites

1. Right to reuse texts

The reproduction or representation of any and all texts published on the sites must comply with French Intellectual Property Code, and in particular with the rules governing copyright protection. Any authorized reuse must explicitly mention the name of the author and/or the source from which the work was taken.

2. Creating hypertext links

The creation of hypertext links to sites external to the Montpellier Méditerranée Métropole website(s) is authorized provided that the link explicitly mentions the name of the target site.

However, Montpellier Méditerranée Métropole reserves the right to request the removal of a link to a site that it considers to be detrimental to its image. Montpellier Méditerranée Métropole has no control over the content of third-party sites. The existence of a hypertext link between Montpellier Méditerranée Métropole sites and a third-party site does not mean that Montpellier Méditerranée Métropole warrants or assumes any responsibility for the content of said sites or the use that may be made thereof.

3.4. Conditions for contributing to site content

Montpellier Méditerranée Métropole reserves the right to modify or withhold publication of a contribution if the content or structure is not deemed appropriate for the types of contributions defined above, in keeping with a logic of general interest and non-commercial information, after validation by the Montpellier Méditerranée Métropole review committee.

Montpellier Méditerranée Métropole declines all responsibility for the content and visuals submitted by the contributor.

By providing content on the Montpellier Méditerranée Métropole websites, each contributor is bound by applicable laws and regulations. It is therefore the responsibility of the contributor to ensure that the storage and distribution of the content provided via the sites does not infringe upon the rights of any third party, notably regarding intellectual property rights. Such content must not under any circumstances constitute a violation of any personal rights (in particular, defamation, insults, etc.), privacy, public order, or public decency (in particular, condoning crimes against humanity, incitement of racial hatred, pornography, child pornography, etc.). By posting content online and making it available to users on and/or through the websites, the contributor confirms that he/she holds all the necessary rights and authorizations from the legitimate holders of the rights to the content in question.

If it is obvious that content has been integrated into one of the sites without the necessary rights, that content may be immediately withdrawn and/or the account of the contributor responsible for integrating the content deactivated without prior notice. In addition, any offender may be held personally liable and subject to penal sanctions specific to the content in question (imprisonment and/or monetary fine), in addition to potential damages.

4. Site moderation charter

Contributions are subject to comment moderation, that is, all messages are read before they are published. It may therefore take some time before a message is made public. All contributors guarantee that the information they provide is true. Any message that breaches the above rules will engage the author's responsibility. Reasons are not given regarding the non-publication or deletion of comments. Contributors who consider that their contribution may have been deleted or modified by error may contact actusentreprises@montpellier.fr after checking to make sure the content in question complies with the principles and rules stipulated in this Charter.

5. Site availability

The sites are accessible 24 hours a day, 7 days a week, except in the case of scheduled or unscheduled maintenance or *force majeure*. As Montpellier Méditerranée Métropole is bound by an obligation of means, it cannot be held responsible for any damage whatsoever resulting from any lack of availability of the sites.

6. Complaints

All complaints should be sent to: actusentreprises@montpellier.fr.

7. Applicable law - Independence of clauses

The terms and conditions of use are subject to and interpreted in accordance with French law. Any dispute not settled by mutual agreement will be referred to the Administrative Court of Paris. If any provision contained in the terms and conditions is found to be invalid or unenforceable, the remaining provisions shall remain in effect and fully enforceable.

8. Acceptance of terms and conditions of use

The contributor acknowledges that he/she has read the terms and conditions of use and moderation defined in this Charter at the time of registering on the sites and expressly declares that he/she accepts these terms and conditions without reservation.