

TheWaysBeyond Terms of Use

Last update: 1st September 2018

PLEASE CAREFULLY READ THE TERMS OF USE AND KEEP ONE COPY

TheWaysBeyond SAS provides a service with the purpose to propose a selection of cultural events to travellers and tourists of all nationalities.

Designation of the Publisher of the Website:

TheWaysBeyond SAS, a simplified joint stock company with a share capital of €20,000.00 registered with Paris's Company and Commercial Registry under number 837 683 440, intercommunity VAT n°FR37 837 683 440, with head office located at 60, Rue Pixérécourt 75020 PARIS.

The Website is hosted by **34sp.com**, a Private Limited Company, with a share capital of £10,000, registered in the UK under number 4201170, with head office at 49 Bury Old Road, Prestwich, Manchester, M25 1PY, England.

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|---|---|
| Article 1: Definitions | 2 |
| Article 2: Object of the Terms of Use | 2 |
| Article 3: Technical Use of the Website..... | 2 |
| Article 4: Use of the Paying Features | 3 |
| Article 5: Intellectual Property..... | 3 |
| Article 6: Liability | 3 |
| Article 7: Personal Data..... | 3 |
| Article 8: Use of Cookies | 5 |
| Article 9: Commercial Prospection | 6 |
| Article 10: Miscellaneous | 6 |
| Article 11: Applicable Law – Disputes – Competent Jurisdiction..... | 6 |

Article 1: Definitions

For the purpose of these Terms of Use the following terms are defined as follows:

- **Content:** refers –yet not in a limiting way– to the structure/architecture of the Website, the editorial content, the texts, sections, drawings, illustrations, pictures, graphs, sounds, videos as well as any other content or composing element of the Website.
- **Customer:** refers to the person placing the Order on the Website.
- **Event:** refers to any meeting related to Art, Culture, Heritage or Know-How (such as vernissages, exhibitions, meetings with artists...), whether open to the general public or not and offered for sale by TheWaysBeyond.
- **Features:** refers to the functionalities of the Website.
- **General Sales Conditions:** refers to all contractual terms foreseen for the purposes of ordering transactions on the Website.
- **Order:** refers to the act of purchasing the Services offered by TheWaysBeyond on the Website.
- **Partner:** if applicable, refers to the person with whom TheWaysBeyond organises an Event.
- **Publisher:** refers to the company TheWaysBeyond SAS.
- **Service:** refers to the object of the Order.
- **User:** refers to the physical person using the Website and the Services for non-commercial and private purposes.
- **Website:** refers to the Internet website published by TheWaysBeyond – www.thewaysbeyond.fr

Article 2: Object of the Terms of Use

2.1 Acceptance of the Terms of Use

The Terms of Use (hereinafter referred to as “TOU”) aim to lay down the conditions of use of the Features and Contents proposed on the Website.

Using the Website implies total and unconditional acceptance of the TOU. If the User (hereinafter referred to as “the User” or “You”) does not agree with the TOU, he/she is invited not to access the Website or use the Features.

Access to certain Features, in particular the purchasing functionality, may require full and entire acceptance of the General Sales Conditions (hereinafter referred to as “GSC”).

In the event of a contradiction between the TOU and the GSC, the latter shall prevail on the TOU.

2.2 Evolution of the TOU

The applicable TOU are those in effect at the time of the connection and use of the Website.

TheWaysBeyond (hereinafter referred to as “TheWaysBeyond” or “We”) reserves the right to modify the TOU anytime due notably to the evolution of the Services for legal or technical reasons or to our own decision. The mere publication of the modifications shall bring them to the knowledge of the Users. It shall be considered that by using the Website you have accepted them without reservation after said modification. We therefore invite You to regularly check the TOU.

Article 3: Technical Use of the Website

To get the best experience possible on the Website, it is recommended to use the following configuration:

- **Minimum Resolution:** 1280 x 800.
- **Internet Connection:** broadband internet connection, such as DSL or fibre.
- **Web Browser:** Internet Explorer 11 or higher, Firefox version 48 or higher, Edge version 38 or higher, Google Chrome version 56 or higher, Opera version 44 or higher, Safari version 10 or higher.
- **Operating Systems:** PC (Windows 7, Windows 8 and Windows 10), Mac (OS X 10.7 or higher), Linux (Debian 8 or higher and Ubuntu 16 or higher).

Users are advised that the access to the Website may be interrupted, in particular for maintenance, upgrading or other technical reasons.

In case of use of a proxy (particularly in corporate network), the connection to the Website may not work. It is therefore advised to uninstall the proxy. If not, the access to the Website cannot be guaranteed.

Article 4: Use of the Paying Features

The Website is available to all Users for free. Some Features are fee-based, in particular the purchasing functionality for the Services offered by TheWaysBeyond.

The purchase of Services offered by TheWaysBeyond are regulated by the GSC available on the Website footer under the name: "GSC".

Article 5: Intellectual Property

All the content of the Website www.thewaysbeyond.fr (name, logo, graphic charter, editorial content, illustrations...) is protected by laws on intellectual property. It is and remains the exclusive intellectual property of the company TheWaysBeyond. No material from this website, whether software, visual or audio, may be copied, reproduced, modified, republished, uploaded, distorted, transmitted or distributed in any manner whatsoever, in any medium whatsoever, in part or in whole, without our prior written consent or the one of our Publishing Manager. Any simple or hypertext link is strictly forbidden without our express written agreement.

Any contravention to the above paragraph may result in prosecution, in particular for infringement. Nevertheless, it is allowed to circulate information from the Website for non-commercial purposes, provided that You have previously received our consent or the one of our Publishing Manager and that the information be not modified. These authorizations are dealt with individually after formal request at contact@thewaysbeyond.fr.

Article 6: Liability

We are committed to provide with adequate resources and therefore to deploy our best efforts to secure the access, view and use of the Website according to the rules of practice of the Internet.

The Website is accessible 24/7, except in case of force majeure or any event outside our control and under reserve of any breakdown or maintenance work needed to ensure proper operating of the Website.

We shall not be liable for any form of incorrect operation or temporary (un)availability of the website and the Services offered, related to or following:

- A case of force majeure, as defined in Article 1218 of the French Civil Code and by case-law;
- Incorrect and/or improper use of the Website by the User;
- The actions of a third party making the Website and the Services inaccessible, unavailable or partially available.

In particular, We shall not be liable for the non- or improper execution of our obligations by your Internet provider.

You are advised of the specific risks related to the particular characteristics of the Internet, the networks and in particular of the fact that networks are not free of viruses and that personal data might fraudulently be received and/or transferred, in particular to countries with an inadequate level of protection for Personal Data.

Despite our best efforts to provide with a "state-of-the-art" security level of the Website, We shall not be liable for the contamination by any virus circulating on the network and the Features.

Article 7: Personal Data

7.1 Measures Applicable to all Customers

TheWaysBeyond complies with the legislation on personal data collection, processing, conservation, protection and use (hereinafter referred to as "the Processing"). The Processing is carried out in compliance

with the principles referred to in the French 1978 Law on Data Protection and Freedom of Information as well as in Article 5 of the General Data Protection Regulation n°2016/679 (hereinafter referred to as "GDPR"). TheWaysBeyond is the recipient of this Data. The Processing is carried out by the authorised personnel within the limits of Data Protection Law.

By approving the TOU the Website User and the Customer agree on the Processing of the Data provided within the use of the Website or when placing the Order.

The provision of Personal Data allowing the personalisation of the Customer or their representative is a condition for the conclusion of the Contract. Refusal in providing this Data regarding the object of the Service and of the necessary identification of the holders of the contractual rights precludes the conclusion of the Contract or any Order.

7.2 Personal Data Collected

The Personal Data collected on the Website are as follows:

- Data like name, first name, email address, postal address, mobile phone number and residence country are collected when processing the Order;
- Financial data related to the Customer's bank account or credit card are collected when processing the secure payment of the Order;
- The email address is collected when subscribing to the newsletters;
- In case of disability, You are invited to email us at contact@thewayseeyond.fr prior to processing the Order so as to enquire about the conditions of accessibility and reception of the Events. In this specific case, the collected data related to the nature of the disability shall only be retained for the sole purposes of the Event.

7.3 Purpose of the Processing

TheWaysBeyond processes the Users' and Customers' Personal Data for the purposes of the Services and the use of the Website. The Processing is carried out in order to:

- Manage the Order and organise the Events;
- Improve the Features and the information given to the Customer;
- Grant access and use of the Website to the User;
- Manage and optimise the Website for the User;
- Send out newsletters;
- Send out email and/or SMS alert if the Event is cancelled or if there is a modification of the date, time or place of the Event.

7.4 Conservation of Personal Data

The Personal Data collected by TheWaysBeyond shall be stored for purposes of security and respect of the legal and regulatory requirements.

The conservation period of the personal data shall depend on the nature of the information collected and the purpose for which they have been collected:

- Data allowing the identification of an Order (Customer's name and first name, contact details, address) shall be kept for a period of ten (10) years to comply with the legal obligations on conservation of electronic contracts;
- Email addresses collected for the subscriptions to the newsletters shall be kept until the User explicitly signs out;
- Data related to the nature of a disability shall only be kept for the sole duration of the Event.

7.5 Sharing Data with Third Parties

The Personal Data may be shared with third companies in the following situations:

- When You use the Website Features, your Personal Data may be transferred to the 34sp.com company, which hosts the Website, and to the WooCommerce company for the extension of the WordPress website;

- When You use the payment feature, your Personal Data may be transferred to the Stripe company, as a payment gateway provider;
- When You subscribe to the newsletters, your Data may be transferred to the SendinBlue company in order to collect emails.

Personal Data may also be transferred, although exceptionally, to our partners or service providers for security reasons.

These service providers have a limited access to the Users' Data in the execution of the Services and have a contractual obligation to use them in full compliance with the GDPR.

If required by law, We may transfer the Data to pursue complaints against the company or the Website and comply with the administrative and legal procedures.

In the event of a merger, acquisition, sale of assets or insolvency procedure, We may come to sell or share some or all of our assets, including Personal Data.

7.6 Data Transfer Outside the EU

In the frame of the Services offered by TheWaysBeyond, the Personal Data collected may be transferred outside the European Union for partner relations.

7.7 Customer's Rights Regarding Personal Data

In accordance with conditions provided by law, people concerned with the Processing have the right to access, modify or delete their Personal Data, to restrict or oppose the Processing as well as to Data portability.

In case You wish to exercise these rights, You shall email us at: contact@thewaysbeyond.fr.

You are also advised of your right to file a claim to the supervisory authority, i.e., in France, the *Commission nationale de l'Informatique et des Libertés* (CNIL).

7.8 Data Controller

If the persons concerned with the Processing want to oppose the Processing or to assert the aforementioned rights, they shall contact the Data controller: Frederic Bourgeois, 60 rue Pixérécourt, bât. C, 75020 Paris – contact@thewaysbeyond.fr.

Article 8: Use of Cookies

8.1 Definition of a Cookie

Cookies are small files that the server of the visited website or a third server automatically transfers to the User's hard drive, mobile phone or tablet for record-keeping purposes. They include several data: name of the server that transferred the cookie, a randomly-generated unique identifying number and potentially the "lifetime" of the cookie.

Cookies are run by the User's web browser (Internet Explorer, Firefox, Safari, Google Chrome...).

8.2 Cookies Related to the Use of TheWaysBeyond's Website

We commit to confine our use of Cookies to the ones necessary to ensure the proper functioning of the Website.

By using or accessing our Website You consent to the use of Cookies for analytical studies (Google Analytics) and for the proper functioning of the shopping cart.

For an optimal experience of the Website, We recommend not to block the use of Cookies.

8.3 Purpose of the Cookies Used by TheWaysBeyond

8.3.1 Purchase Cookies

We use Cookies that are necessary to the proper functioning of the shopping cart. Without them, it is not possible to use the Website correctly and the purchasing experience shall therefore be deteriorated.

8.3.2 Web-Analytic Cookies or Website Audience Cookies

We use Web-Analytical and Website Audience Cookies to analyse your activity and the Website's Audience Performance in order to improve the Website.

The Website uses Google Analytics to measure and analyse your navigation behaviour. The collected Data allow us to optimise and improve the Website. Google Analytics provides with precise Data conservation parameters allowing to determine the conservation period of the Data related to the Customers and the Events on the web servers. Google Analytics shall automatically delete your Data after the conservation period defined, i.e. a maximum period of six (6) months.

In case You refuse to receive Cookies, You can manage any cookie installed in the cookie folder of your browser by following the instructions described below.

8.3.3 Refusal of Cookies: Setup Parameters of the User's Internet Browser

You can adapt your web browser to accept or refuse Cookies, to regularly delete them or to check the date they were transferred onto the web browser, their "lifetime" or content, or refuse them to be recorded onto the hard drive.

You can manage the options in the web browser of your computer, mobile phone or tablet if You want to block or delete any cookie by following the instructions provided by your particular browser manufacturer and displayed on the following websites:

- **Internet Explorer:** <https://support.microsoft.com/en-us/help/260971/description-of-cookies>
- **Mozilla Firefox:** <https://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-your-computer>
- **Safari (Desktop):** https://support.apple.com/kb/ph21411?locale=en_US
- **Google Chrome:** <https://support.google.com/chrome/answer/95647?hl=en-GB>
- **iOs:** <https://support.apple.com/en-us/HT201265>

For more information, please check the Website of the CNIL, in particular the following page: www.cnil.fr/fr/cookies-les-outils-pour-les-maitriser

Article 9: Commercial Prospection

Newsletters are sent only after express approval of the Customers and Users through a double opt-in form. Customers and Users who do agree on receiving newsletters may receive marketing emails from which they can unsubscribe any time by clicking on the unsubscribe link present in every email.

Article 10: Miscellaneous

10.1 Language

The contractual information is presented in French and English; in case of doubt, the French language shall prevail.

10.2 Severability of the Clauses

If one of the aforementioned Terms of Use must be declared non-valid or inapplicable under a law, a regulation or following a final decision of a competent court, this shall not affect the applicability of the other terms. The inapplicable term shall be declared null and void and replaced by another term as close as possible to the original.

Article 11: Applicable Law – Disputes – Competent Jurisdiction

The TOU and the resulting transactions are governed by French law.

Every dispute to which the operations of Service designed under the Terms of Use might result in, concerning their validity, interpretation, execution, cancelation or any other consequence that might not have been resolved between TheWaysBeyond and the Customer, shall lead to an attempt to find an amicable solution between both parts.

If an amicable solution can not be reached, the dispute shall be submitted to the appropriate court under condition of ordinary law after articles 42, 43 and 46 of the French Civil Procedure Code.