

# GENERAL CONDITIONS OF USE OF THE SITE

## I- Purpose and acceptance

NEW IMMO HOLDING provides you with its website in order to allow you to :

- Inform you about our activity, our work and future developments
- Inform you about news related to NEW IMMO HOLDING,
- Give you the opportunity to contact our teams

The purpose of these General Terms of Use is to define the conditions under which NEW IMMO HOLDING makes the Site available to Users.

Access to and use of the Site and the services offered therein are subject to compliance with these terms and conditions.

Any access to the Site and/or use of the Site and the services offered on it therefore implies strict compliance with all the terms of these General Terms of Use and their unconditional acceptance. These constitute a contract between NEW IMMO HOLDING and the User.

By browsing our Site and using our services through it, you agree to have read these Terms of Use and accept them as a contractual element.

These terms and conditions are concluded for an indefinite period of time from the date of your first use of the Site. As soon as you browse our Site, they apply.

Whether you are a consumer or a professional, within the meaning of the preliminary article of the Consumer Code, these General Conditions apply without distinction.

NEW IMMO HOLDING reserves the right at any time to change the terms, conditions and mentions of all the information documents that you can find at the bottom of each page of our Site. NEW IMMO HOLDING also has the discretionary right to add new complementary contractual conditions, particularly in the event of technical, legal or jurisprudential developments or when new services are introduced. This is why, if you regularly use our Site, you are advised to consult these General Terms of Use just as regularly. This will allow you to always have in mind the latest version in force. In any case, any subsequent modification of the present contractual conditions will be communicated by any means to the non-professional consumer User in accordance with the provisions of article L.121-84 of the Consumer Code.

It is not possible to refuse or partially accept these Terms of Use. In the event that you do not wish to accept all or part of these General Terms of Use, you are requested to renounce all use of the Site and the services offered on it.

## 1- Definitions

For the purposes of the performance and interpretation of these Terms and Conditions of Use, words or expressions beginning with a capital letter shall have the following meaning:

- **"General Conditions of Use or GCU"**: Refers to the present document which defines the rules and conditions applicable to the use of the website accessible at the address <https://www.newimmoholding.com>,
- **"Director of Publication"**: Refers to the director of the publication of the Site, as indicated in the Legal Notice of the Site, within the meaning of Law n°2004-575 of 21 June 2004 for Confidence in the Digital Economy.
- **"Publisher or Site Publisher"**: Refers to the person responsible for the publication of the Site, as indicated in the Legal Notice of the Site, within the meaning of Law n°2004-575 of 21 June 2004 for Confidence in the Digital Economy.
- **"Host"**: Refers to the host of the Site, as indicated in the Site's Legal Notice, within the meaning of Law n°2004-575 of 21 June 2004 for Confidence in the Digital Economy.
- **"Partner(s)"**: Refers to the and in the plural to the third party companies distinct from NEW IMMO HOLDING, partners of NEW IMMO HOLDING and its group companies.
- **"Provider(s)"**: Refers to the natural or legal person(s) providing services or subcontracting on behalf of the companies in its group and/or the Host.
- **"Site"**: Refers to the website accessible at <https://www.newimmoholding.com>,
- **"User(s)"**: Refers to the natural person(s) browsing the Site and/or using the services offered on the Site.

## 2 - Access to and Use of the Site

### *General*

The Site is available in any location, provided that the minimum technical conditions are met, and in particular in terms of access to the mobile telephone network, Internet network, and technical compatibility of the equipment used.

With the exception of the cost of telephone connections and Internet access applied by the User's provider, access to the Site is free of charge, with no prior registration or subscription fees. The equipment (computer, laptop, smartphone, tablet, software, means of telecommunication, etc.) allowing access to the Site is at the exclusive expense of the User, as are the costs of communications and access to the Internet networks incurred by their use.

When accessing and using the Site, the User agrees to :

- To comply with the laws in force, to respect the rights of third parties, public order and the provisions of the GCU;
- Do not provide the data of others without their prior consent;
- To behave in a fair manner towards NEW IMMO HOLDING and other Users of the Site in the event that you may interact with them;
- Respect the intellectual property rights relating to the Site and its content

### ***The use of direct contact lists of employees:***

NEW IMMO HOLDING provides you with a contact list to reach our employees. The use of this list is discretionary. However, any misuse of the contact data provided may result in legal repercussions.

NEW IMMO HOLDING makes every effort to keep this list up to date, but cannot be held responsible if the data reproduced is no longer up to date. In the event that this information has not been updated and you find yourself unable to contact the desired persons, please do not hesitate to contact the number shown above.

### ***Inserting hyperlinks***

The User who has a personal website for non-commercial use is authorised to insert on his website one or more simple hypertext links to one of the pages of the Site, provided that the Site appears distinctly and not encapsulated in the User's website.

This authorisation does not constitute an implicit affiliation agreement, a referral contract, an advertising space purchase contract or any other partnership or contract, implicit or otherwise, between NEW IMMO HOLDING and the User.

This authorisation is granted on a non-exclusive basis and may be revoked at any time, without NEW IMMO HOLDING having to provide any justification, and on the express condition that the link(s) inserted may not cause any prejudice whatsoever to the Site and/or NEW IMMO HOLDING.

Under this authorisation, NEW IMMO HOLDING reserves the right to oppose and moderate. In particular, it reserves the right to prohibit any link emanating from a website whose content seems inappropriate, misleading, fraudulent, in particular, and this without this prohibition being likely to engage its responsibility in any way whatsoever.

In any case, any link, even implicitly authorised, must be removed without delay at the first request of NEW IMMO HOLDING.

NEW IMMO HOLDING cannot control the entirety of the sites accessible from the Internet, the use of a link to the NEW IMMO HOLDING website from a third party site should not be interpreted as a validation of the contents or messages disseminated on this site. NEW IMMO HOLDING commits itself to do its best to remove any content subject to dispute, as soon as it becomes aware of it.

### **3 - Intellectual property**

The entire content presented on the Site (in particular the architecture and graphic charter of the Site, as well as the brands, logos, graphics, drawings, photographs, animations, videos and texts contained on the Site, as well as the computer codes of the elements making it up, and any downloadable document) is likely to be protected by copyright and/or other intellectual property rights and/or related rights, and may not be reproduced, distributed, transmitted, broadcast, represented, downloaded, modified, edited, re-used, re-addressed or exploited in

any way and on any medium whatsoever without the prior written authorisation of the holders of the intellectual property rights concerned.

In particular, any total or partial unauthorised reproduction of the elements contained on the Site, protected by copyright, is likely to constitute an infringement under Article L.335-2 of the Intellectual Property Code.

Any total or partial unauthorised reproduction of the trademarks and/or logos on the Site constitutes an infringement punishable under Articles L.713-2 et seq. of the French Intellectual Property Code.

The databases established by NEW IMMO HOLDING are protected by copyright as well as by the law of 1 July 1998 transposing the European directive of 11 March 1996 on the legal protection of databases into the Intellectual Property Code. Any reproduction, representation, adaptation, translation and/or modification, in part or in full, as well as any substantial qualitative or quantitative extraction towards another Site, and not expressly authorised, is sanctioned by articles L.343-4 and following of the Intellectual Property Code.

Access to the Site does not constitute recognition of any intellectual property right or related right for the benefit of the User.

NEW IMMO HOLDING **grants Users a simple authorization to view**. Reproduction rights are reserved, reproduction being authorised only in digital form on the terminal used for accessing and using the Site by the User (computer, smartphone, tablet, etc.) and this for the sole purpose of viewing the pages consulted by the User's browser software.

#### **4 - Responsibility of NEW IMMO HOLDING**

##### ***General***

NEW IMMO HOLDING cannot be held responsible, or considered to have failed to comply with these General Terms of Use, for any delay or non-performance, when the cause of the delay or non-performance is linked to a case of force majeure as defined by the jurisprudence of the French courts and tribunals, including the interruption, suspension, reduction or disturbance linked to the functioning of the electronic communication network.

In any case, NEW IMMO HOLDING can only be held responsible for facts that are directly attributable to it in its capacity as Website Editor.

##### ***Access to the Site and availability of the Site***

The Site and the functionalities it offers are available in any location, as long as the minimum technical conditions are met, and in particular in terms of access to the mobile telephone network, Internet network and technical compatibility of the equipment used by the User.

The Site is in principle accessible 24 hours a day, 7 days a week, subject to possible breakdowns or maintenance operations necessary for the Site. However, NEW IMMO HOLDING does not guarantee that the Site and/or the functionalities it offers will function without interruption or failure, and declines all responsibility, without this list being limitative:

- In case of interruption of the Site for technical maintenance or updating of the published information;
- In the event of temporary impossibility of access to the Site (and/or to the websites and applications linked to it) due to technical problems, whatever their origin and provenance;
- In the event of unavailability or overloading or any other cause preventing the normal functioning of the mobile telephone network used to access the Site;
- In the event of contamination by any computer viruses circulating on the network;
- More generally, in the event of direct or indirect damage caused to the User, whatever its nature, resulting from access to or use of the Site (and/or the sites or applications linked to it);
- In case of abnormal use or illicit exploitation of the Site ;

### ***Content of the Site***

NEW IMMO HOLDING does not guarantee, nor does it undertake in any way, that the Site and the functionalities it offers will meet the requirements of the Users. The Site is a showcase site, which means that it only serves to give you visibility on NEW IMMO HOLDING's activity and offers contact points with the collaborators. Under no circumstances should users expect any other service from this Site.

Without prejudice to mandatory legal provisions to the contrary, the information provided on the Site is given for information purposes only and NEW IMMO HOLDING cannot be held responsible, including in the event of any damage whatsoever resulting from its interpretation and/or use; this information may be modified, updated or deleted by NEW IMMO HOLDING at any time and without notice.

The information and documents directly put on line on the Site by NEW IMMO HOLDING are considered reliable. However, they may contain technical inaccuracies and/or typographical errors, which NEW IMMO HOLDING reserves the right to correct as soon as it becomes aware of them.

NEW IMMO HOLDING specifies that the use of hypertext links that may be inserted on the Site may lead the User to other websites or applications, independent of the Site. The hypertext links established to other websites or applications from the Website do not, in any case, engage the responsibility of NEW IMMO HOLDING. NEW IMMO HOLDING endeavours, where appropriate, to insert links only to websites that share its quality requirements, but it cannot be held responsible for any direct, indirect or incidental damage resulting from access to or use of information from third-party websites or applications.

Similarly, the insertion of hypertext links to the Site by Users under the conditions of the article "ACCESS TO AND USE OF THE SITE" of the present General Conditions of Use shall not, under any circumstances, engage the responsibility of NEW IMMO HOLDING.

NEW IMMO HOLDING undertakes, in accordance with the legal provisions, to remove without delay any illicit content as soon as it has been duly informed.

In this respect, it is specified that the User has the possibility of notifying NEW IMMO HOLDING of illicit content found on the Site, by mail or email to the addresses mentioned in the Legal Notice of the Site, or via the contact form of the Site. Notifications to NEW IMMO HOLDING made within this framework must comply with the provisions of article 6.I.-5. of law n° 2004-575 of 21 June 2004, allowing NEW IMMO HOLDING to have effective knowledge of the reported illicit content.

## **5 - Responsibility of the User**

The use of the Site and its content is under the sole and entire responsibility of the User, who alone assumes all the consequences that may arise from it, without NEW IMMO HOLDING being held responsible in any way whatsoever and without recourse against the latter.

The User is solely responsible for the information he/she communicates from the Site.

In the event of abnormal use or illicit exploitation of the Site, the User is solely responsible for any damage caused to third parties and the consequences of any claims or actions that may result from this.

The User also waives any recourse against NEW IMMO HOLDING and its group of companies in the event of legal action taken by a third party against him/her due to the use and/or illicit exploitation of the Site.

The User undertakes, in general, to comply with all regulations in force in France.

## **6 - Privacy and personal data protection**

The privacy policy is available [here](#).

## **7 - Independence of clauses**

The present General Terms of Use represent the entire agreement between the User of the Website and NEW IMMO HOLDING.

If any part of these Terms and Conditions of Use is found to be void, invalid or unenforceable for any reason, the term or terms in question shall be declared non-existent and the remaining terms shall retain their full force and effect and continue to be enforceable. The terms declared non-existent would then be replaced by the terms that most closely resemble the content and meaning of the cancelled clause.

## **8 - Applicable law - Language**

The official language of these Terms of Use is French. In case of any difference, inconsistency or conflict between this version and the translated version, the French version shall prevail.

The present General Terms of Use are exclusively subject to French law.

Any dispute arising from the execution or interpretation of these terms and conditions shall be subject to the jurisdiction of the courts of Paris, except in the event of a legal or regulatory provision to the contrary.

## **9 - Photo credits**

The photos used on the Site are the exclusive property of NEW IMMO HOLDING acting under the trademark NEW IMMO HOLDING. Any unauthorised re-use may give rise to a claim for damages against NEW IMMO HOLDING.