

Conditions of Use for the Mappy Website

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1. ACCEPTANCE OF THE CONDITIONS OF USE

On the Mappy website (hereinafter "the Website"), the company Mappy (hereinafter "Mappy") currently offers a range of online services intended to assist with mobility and travel, including maps, route planning, local searches, the My Mappy personal area (hereinafter collectively "the Service"). Use of the Website and the Service implies unconditional acceptance of the Conditions of Use (hereinafter "the Conditions of Use").

2. AMENDMENTS TO THE CONDITIONS OF USE

Mappy may amend the Conditions of Use at any time. You are therefore advised to periodically check the latest version of the Conditions of Use available on the Website.

3. REGISTRATION

Access to the My Mappy Service is reserved strictly for individuals, for non-professional and non-commercial purposes, and is subject to prior registration.

When registering for the Service, you must send Mappy the requested personal details, ensuring that this data is accurate and up to date. In the event of any change in your personal details, you should update them immediately on the My Mappy Service.

4. USE OF YOUR LOG-IN DETAILS

You are solely responsible for the use of your selected password and for the email address you entered when registering for the My Mappy Service, as well as for all consequences, in particular financial, arising from such use. You must keep this information confidential and inform Mappy of any unauthorised use of your log-in details (password and/or email address).

Should Mappy have any reason to believe that the security of your log-in information has been compromised, it reserves the right to suspend your access to the My Mappy Service.

5. ACCEPTABLE BEHAVIOUR

You hereby expressly acknowledge and accept that you may not use the Website and the Service for illegal purposes. You agree to use the Website and the Service in accordance with prevailing legislation, and in general, to refrain from harming the interests, renown, reputation or brand image of Mappy.

With regard to the My Mappy Service, you agree in particular to comply with standards of good behaviour on the Internet. Therefore, you must not (the following is a non-exhaustive list):

- send unsolicited mass email messages to different recipients, or repeatedly to a single recipient

- disseminate, transmit, send or view, irrespective of the format, any content of a xenophobic or racist nature, that incites racial hatred, relates to paedophilia or pornography, causes incitement to murder, that is defamatory or injurious
- disseminate, transmit, send or view, irrespective of the format, any content that infringes the rights of third parties, in particular copyright, trademarks, patents, designs and models, or any other intellectual property right or privacy right
- attempt to present yourself as another person or entity, falsify or delete legal notices or other information
- restrict or prevent another person's use of the Website or the Service
- delete the copyright or trademark notices, or other information relating to property rights contained on the Website or the Service
- delete or modify, in any way whatsoever, information relating to copyright, authors' rights, trademarks or any other information relating to property rights contained on the Website or the Service. You may be held responsible for any unauthorised copying or disclosure of such information
- use a robot, a spider, a website search/recovery application or any other device intended to recover or index all or part of the Website or the Service, or to collect information on users for an unauthorised purpose
- create user accounts by means of automated methods or under false or fraudulent pretexts
- promote or provide instructions relating to illegal activities, cause incitement to harm the physical integrity of a group or an individual
- and, transmit any viruses, worms, errors, Trojans horses or other destructive elements.

You must also agree to follow the instructions that appear on your screen when browsing the Website.

Finally, to report any matter or behaviour that you feel to be illegal, send an email to support.www.mappy.fr@mappy.fr or contact@pointdecontact.net.

- **USE OF WEBSITE CONTENT**

You expressly acknowledge and accept that components of the Website, irrespective of their nature, i.e. the databases that constitute the Website (hereinafter collectively "the Database"), the software used to query the Database, the results of your Database enquiries, brands, logos, distinctive marks, advertising content displayed on the Website, etc. (hereinafter collectively "the Contents") are protected by intellectual property laws.

Consequently, you must respect the rights that apply to these Contents. You may not therefore:

- modify, reproduce, use on any media whatsoever, represent, disseminate, publish by any means, integrate, incorporate or commercialise, in any way and in any format whatsoever, the Contents, whether in full or in part.
- modify, remove, alter, move, in whole or in part and by any means, the various property and copyright notices that appear on the screens.
- extract, directly or indirectly, by permanent or temporary transfer, the entire content of the Database, or a qualitatively or quantitatively substantial part thereof, to any platform, by any means and in any form.
- re-use, by placing in the public domain, the entire content of the Database, or a qualitatively or quantitatively substantial part thereof, irrespective of the format.
- and, repeatedly extract or reuse qualitatively or quantitatively non-substantial parts of the Database content, where such operations exceed normal usage.

Mappy authorises you, exclusively for your own requirements, and for non-professional and non-commercial purposes, to:

- consult the Database
- print the maps, route plans and address books resulting from such consultation, as well as download maps and route plans to your personal data assistant or your computer
- and, to create a hypertext link to direct you to the homepage of the Website.

In relation to the My Mappy Service, you may store content (addresses, maps, route plans, road books, invitations) in your personal space on the Mappy servers, and you may create a personalised URL allowing you to access the map, route plan, road book or invitation that you have selected. You may transmit this personalised URL by any means, within the limits of normal and non-abusive use, and you may insert it in a personal email message or Web page, exclusively for non-professional and non-commercial use.

In all circumstances, you must maintain intact all information relating to ownership and make no alteration to the Contents.

You shall not acquire any intellectual property right to the Contents and any use other than that stipulated above is strictly prohibited and may be subject to legal action.

Under no circumstances may you assign, lease or make available the Website or the Service, in whole or in part, without the prior written consent of Mappy.

- **MAPPY'S RESPONSIBILITY**

Mappy takes every care in the creation and updating of the Database. However, since Mappy does not control all the sources of information contained in the Database it cannot guarantee that the Database and the results of your enquiries will be accurate, free from error and complete. Consequently, Mappy recommends that you use these results with the greatest of care. In general, the information you obtain from the Website or the Service is provided purely for guidance. In particular, weather conditions, road works, traffic jams or other disruptions may force you to select a different route to that indicated, or may extend the journey time displayed.

Under no circumstances may Mappy be held responsible for any damage suffered by you or any third party resulting from your failure to meet your obligations under the Conditions of Use, or resulting from your use of the Database, the results of your Database enquiries, use of the Website or of the Service or the inability to do so, or the installation, downloading of components of the Website to your computer or any terminal.

In addition, Mappy provides no guarantee with regard to the deletion of or failure to store any content, or any communication of content distributed or transmitted via the My Mappy Service.

Finally, Mappy declines all responsibility arising from indirect damages, in particular, delay in fulfilling a legal or moral obligation, loss of contract, commercial loss, loss of customers, commercial difficulties of any kind, loss of profit or loss of brand image.

- **GENERAL RULES AND LIMITS RELATING TO THE USE OF THE WEBSITE**

You acknowledge that Mappy may apply general rules and limits relating to the use of the Service, in particular of the My Mappy Service. The following maximum limits apply:

- 100 addresses in the "Address book"

- 20 maps
- 20 route plans

- **MODIFICATION AND INTERRUPTION OF THE WEBSITE**

Mappy reserves the right, at any time, to modify, interrupt, whether temporarily or permanently, the Website or the Service, in whole or in part (in particular the general rules and usage limits) and without prior notice. Mappy cannot be held responsible towards you or any third party for any modification, suspension or interruption of the Website or the Service.

- **INDEMNIFICATION**

You undertake to guarantee and indemnify Mappy or any third party with regard to any claim, request, demand and conviction for damages resulting, arising or originating from your failure to fulfil your obligations under the Conditions of Use, or from your use of the Database, the results of your enquiries in the Database, the Website or the Service.

- **SUSPENSION AND WITHDRAWAL**

- In the event of your failure to fulfil any of your obligations according to the Conditions of Use, Mappy shall be entitled to suspend or withdraw your access to the My Mappy Service, after sending a formal notice that goes unremedied, by any method (email or paper mail) to the address you provided during the registration process, with no entitlement on your part to claim an indemnity of any kind, or compensation for damages.
- You acknowledge, however, that suspension or withdrawal may be effected as a matter of right and without prior notice in the event of a serious breach of contract on your part (for example, sending spam, transmitting a virus or inciting racial hatred, etc.).
- In the event of the suspension or withdrawal of the My Mappy Service, you shall lose any content you may have stored on this Service, as well as your password.

- **NON-USE**

If you do not use the My Mappy Service for more than one year, Mappy reserves the right, at any time and with no prior notice, to terminate your access to this Service. In such case, you shall not be entitled to claim an indemnity of any kind, or compensation for damages. You will no longer be able to access any content you may have stored on this Service and shall irretrievably lose your password.

- **SUGGESTIONS**

You expressly acknowledge and accept that Mappy is entitled to use, in any format and for any purpose, any reaction, idea, opinion, data or other type of information transmitted to the "Your Suggestions" section, and that this shall not entitle you to claim any form of indemnity.

- **PARTNER THIRD PARTIES**

While using the Website, you may come into direct contact with partner third parties. Consequently, you expressly acknowledge and accept that Mappy cannot be held responsible for damage of any kind resulting from such contact or - more generally - from the presence of the partner third party on the Website.

- **PERSONAL DATA**

- **Processing of your personal data**

PagesJaunes Group Charter

Mappy is part of the PagesJaunes group: the company therefore complies with the Confidentiality Charter shared by all group entities. To consult this Charter, [click here](#)

- **Communication with competent authorities**

In accordance with prevailing legislation, Mappy may be required to transmit your personal details in response to requests from competent authorities, in particular legal authorities.

- **Notice:**

Whenever you visit websites bearing the CIM logo (Centre d'Information sur les Media), a cookie is used to collect information through the pages you view (number of pages called up, visits, etc.). This information is gathered purely for statistical purposes and under no circumstances can it be used to identify you. For more information and to view the updated results of this survey, click on the CIM logo or go to <http://www.cim.be/>.

- **LEGAL INFORMATION**

The Website is published by: Mappy SA – a public limited company (société anonyme) with capital of 212,000 euros with its headquarters at 47, rue de Charonne - 75011 Paris - France - RCS Paris B 402 466 643 – Inter-community VAT number: FR 07402466643 - Email: support.www.mappy.fr@mappy.fr. The Website is hosted by: France Télécom SCR/HDI 48 rue Camille Desmoulins, Issy les Moulineaux, France - Tel: 01.58.88.50.00. The publication manager is Henri Moché.

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