

GENERAL TERMS AND CONDITIONS OF USE OF THE SITE "Sanitaires JCDecaux"

1. DEFINITIONS

- ✓ "Toilet(s)" means the self-cleaning JCDecaux toilets installed in the Paris area.
- ✓ "Service" means the service for the geolocation of Toilets and information on their status.
- ✓ "Site": means the website <https://sanitaires.jcdecaux.com>
- ✓ "User": means any internet user visiting the Site.

2. PURPOSE

The purpose of these General Terms and Conditions of Use (hereinafter referred to as the "GTCU") is to define the terms and conditions of use of the Site and the Service and, in particular, to set out the rights and obligations of Users in the context of their uses.

The General Terms and Conditions of Use come into force on the date on which the Site is put online, and are enforceable on the date of the User's first use, for the entire duration of their use.

3. TERM

The use of the Site is for an indefinite term, and it may be terminated by JCDecaux at any time. The User can stop using the Site at any time.

The General Terms and Conditions of Use are enforceable against the User for the entire duration of use of the Site, until they are replaced by new general terms and conditions of use.

4. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF USE

- 4.1 By accessing and using the Site and the Service, the User acknowledges that he/she has read and understood the GTCU and is bound by them, with no reservations.
- 4.2 If the User does not agree with any or all of the GTCU, he/she must not continue to use the Site or the Service.

5. CHANGES TO THE SERVICES OR TERMS AND CONDITIONS OF USE

JCDecaux reserves the right to modify, at any time and without notice, all or part of the Service and the General Terms and Conditions of Use.

Consequently, the User acknowledges and accepts that no compensation of any kind whatsoever may be awarded in this respect.

The User is also advised to regularly consult the latest version of the General Terms and Conditions of Use, which is available at all times on the Site.

Unless otherwise stipulated, any new Service or changes to the existing Service shall be subject to the General Terms and Conditions of Use.

Any reproduction, representation or exploitation, of any kind and/or for any purpose whatsoever, of all or part of the Services, and in particular of their structure and/or content, without the prior written consent of JCDecaux, will constitute acts of infringement. They are strictly for personal use. Therefore, the User shall refrain from using the Services for commercial purposes. Any advertising, promotional or sponsorship message that remunerates the User in any form whatsoever is prohibited within the Services.

In any event, the Use of the Services is carried out under the sole control and responsibility of the User.

In order to respect the User's privacy, access to the Services is limited to a manual operation. Any use of a robot is prohibited. In particular, the automatic use of the Services for the purpose of establishing commercial databases and automated email address prospecting is illegal.

6. ACCESS AND NAVIGATION

- 6.1** To access the Service, the User enters the name of the Site in any internet search engine, scans the QR Code displayed on the Toilets, or clicks on a toilet point of interest in the Google Maps map.
- 6.2** The Service allows the User to: view the available Toilets, chart their route to this Toilet, view the details for this Toilet (opening times, rates, accessibility, etc.), and report any problem relating to Toilets via the local authorities' third-party applications.
- 6.3** The Site and the Service are available free of charge for any User with Internet access. All costs required to access the Site and/or the Service (telephony, computer equipment, Internet connection, etc.) will be borne solely by the User. The Services are available on the Internet, and accessible free of charge, 24 hours a day, 7 days a week, all year round, for any User with Internet access. All costs relating to access to the Services, whatever they are (in particular hardware costs or Internet access), will be borne exclusively by the User, who is solely responsible for the proper operation of his/her IT equipment and Internet access.
- 6.4** JCDecaux uses all reasonable means at its disposal to provide access to the Service, but is under no obligation to do so.
- 6.5** JCDecaux reserves the right, without prior notice or justification, to interrupt or suspend all or part of the access to the Site or Service, in particular in the event of a force majeure case, to carry out an update and/or maintenance operations, without this list being exhaustive. Consequently, JCDecaux cannot be held liable in any way whatsoever, and for any reason whatsoever, in particular in the event of a temporary or total unavailability of all or part of the Services, a difficulty related to the response time or, in general, any failure to perform all or part of the Services.

7. LIABILITY

- 7.1** Liability of JCDecaux. JCDecaux is liable only for the content it has published itself. As such, JCDecaux cannot be held liable for the accuracy of information on the Site. JCDecaux is not liable: (i) in the event of technical or IT problems or failures, or the Site's compatibility with any hardware or software, (ii) for the intrinsic characteristics of the Internet, in particular those relating to the unreliability and the lack of security of the information circulating on it. JCDecaux can only be held liable to the User for occurrences which are in its control and cause damage directly related to these occurrences. It cannot be held liable for indirect damage. Nor can JCDecaux be held liable because of the User's misuse of the Site or Service or any fault on the User's part. It cannot be held liable on the grounds of events attributable to a third party to the Site or Service. The User understands and agrees that the Site and the Service are not intended to meet any particular requirement and that they are provided "as is". JCDecaux excludes, to the extent permitted by law, any warranty of any kind whatsoever. Under no circumstances can JCDecaux be held liable for any decisions of any kind that may be taken by the User on the basis of the information made available in the Services.
- 7.2** Liability of the User. The User is liable: (i) for the protection of his/her Infrastructure and data, (ii) his/her use of the Site and/or the Service, (iii) in the event of non-compliance with these terms and conditions.

8. THE USER'S BEHAVIOUR

The User must use the Site and/or the Service responsibly, and in this respect, in particular, shall refrain from: (i) disrupting or interrupting access to or operation of the Site and/or the Service, (ii) attempting to probe, scan or test the vulnerability of a system or network, or breach the security or authentication measures without authorisation, (iii) attempting to access JCDecaux's confidential data and private servers, which are not intended for the User.

The User also undertakes to use the Site and the Service in good faith, and therefore will refrain, in particular, from: (i) impersonating another person, (ii) impairing the access and peaceful use of any other User, (iii) using the Site or Service for purposes other than those for which they were intended, (iv) acting in a manner likely to harm the reputation of JCDecaux and/or its licensors or in an inappropriate manner, (v) carrying out any form of illegally extracting data from the Site and/or the Application, such as web scraping.

9. INTELLECTUAL PROPERTY

The Site and the Service, including their structuring, the texts, graphics, images, logos, photographs, sounds, videos, and computer applications that they comprise, are the property of JCDecaux, its affiliates or its suppliers, and are protected as such under the Intellectual Property, copyright and database protection laws in force. Any representation, reproduction, adaptation, or exploitation of any or all of the contents, registered trademarks, and Services offered on the Site, by any means whatsoever, without JCDecaux's express prior written authorisation, is strictly prohibited and may constitute an infringement within the meaning of Articles L.335-2 of the French Intellectual Property Code.

10. PROCESSING OF PERSONAL DATA – COOKIES OR OTHER TRACKERS

When the User browses the Site and uses the Service, JCDecaux collects and processes personal data in accordance with the Personal Data Protection Policy, which is available [here](#).

Information about the data collected and processed using cookies or other trackers, and about the procedure for refusing cookies or trackers subject to your prior consent, is specified in JCDecaux's Cookie and Other Trackers Policy, which is available [here](#).

11. HYPERLINKS

The Site and Service may contain hypertext links and widgets to third-party sites. JCDecaux is not responsible for the operation, quality of the information and content of third-party sites over which JCDecaux has no control but which the Service may link to.

12. CHANGES TO THE TERMS AND CONDITIONS OF USE

The User acknowledges and accepts that the authoritative version of the GTCU is the version available online when he/she accesses the Site or Service. The User is therefore required to refer to the version of the GTCU online on the date of his/her access. JCDecaux is free to modify these GTCU at any time, in particular to take into account any change to the Site and/or the Service as well as any legislative, regulatory, case law or technological change or constraint.

13. AMICABLE SETTLEMENT – APPLICABLE LAW AND JURISDICTION

The User is informed that, by accessing the Site and/or the Application, he/she is subject to French law. Before any litigation proceedings, JCDecaux and the User shall seek, in good faith, to settle their disputes amicably, whatever the cause and grounds. Any difficulties relating to the validity, application or interpretation of these General Terms and Conditions of Use shall, unless an amicable agreement is reached, be submitted to the jurisdiction of the competent Courts in accordance with French law.