



# LUXURY ATTITUDE

## ACADEMY

AN INNOVATIVE PROGRAM FROM GROUPE INSEEC

### TERMS AND CONDITIONS OF USE

These terms and conditions of use (hereinafter the "**Terms and Conditions of Use**"), governed by French law, apply:

- To anyone who signs up to the Luxury Attitude community (the "**Community**") accessible at the following address <http://academy.luxury-attitude.com>.
- Anyone (hereinafter an "**eMovieLearner**") who follows the on-line training course known as "*eMovie Learning*" entitled "LE LUXE C'EST VOUS!" (the "**Training Course**") offered from the platform accessible at the following address <http://academy.luxury-attitude.com> (the "**Platform**").

The Community and the Platform shall be referred to hereinafter as the "**Site**".

The Site is offered by CUSTOMER EXPERIENCE, whose trading name is Luxury Attitude (hereinafter "**Luxury Attitude Academy**" or "**LAA**" - [Legal Notices](#)).

The users of the Community and the eMovieLearners shall be referred to hereinafter collectively as the "**Users**".

These Terms and Conditions of Use govern the access of Users to the Site and the use by the latter of the services, content and functions offered on the Site.

Access and use of the Site entail the express and full acceptance of these Terms and Conditions of Use and of the associated Privacy Policy ([Privacy Policy](#)).

LAA may amend these Terms and Conditions of Use at any time, provided that it states the date of the amendments. In such case, access and use of the Site after the date of the amendments shall also entail express and full acceptance of the Terms and Conditions of Use as amended.

#### **Presentation of the Luxury Attitude Academy Site**

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The Site comprises the Community and the Platform on which the Training Course is available.

The Community is a social network designed for communication and collaboration on themes related to customer relationships. It allows any User to access different communications, interviews and articles related to the luxury sector, to have discussions with other Users via the forum or even to join groups and share certain content under the conditions provided hereinafter.

## Registration, access and profile creation

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To be able to access the Site, the User has to have an account. The account will be created:

- either by the User within the framework of signing up to the Community ( called "Freemium registration"), by filling out the on-line form provided for this purpose on which the User has to enter his or her first name, surname, email address, postal address, country of residence and choose a user name and password;
- or by the User or his or her employer within the framework of signing up for a Training Course (called "Premium registration"), by filling out the on-line or paper form, depending on the case, on which the User or his or her employer has to enter his or her first name, surname, email address, postal address, country of residence, title, nationality, language, gender, company name, business sector, service or department, job, town/city and choose a user name and password.

The User alone is liable for the accuracy of the personal data thus communicated and is at liberty to amend them at any time in accordance with the terms and conditions described in the Privacy Policy ([Privacy Policy](#)).

Once the account is created, an account activation confirmation including his or her identifier (email address) and his or her password will be sent to the User via the email address provided and the Site may then be accessed simply by entering the login and password provided by the User.

LAA reserves the right to block, with immediate effect and at its sole discretion, temporarily or permanently, access to the Site to any User who does not comply with these Terms and Conditions of Use.

Users who create an account are able to set up their user settings and may, if they wish, upload a photo for their profile.

Users may follow other Users through the "Follow" button.

Users may post comments or "like" content through the buttons offered on the Site.

Each User defines his or her contact network.

Users may send private messages or receive them from one or more Users of the Site. These messages will be accessible to them from the Site.

## Minimum set-up and accessibility of the Site

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Access to the Site requires a working access to the internet. It is also accessible from smartphones and tablets.

Furthermore, to access the Training Platform, you need to:

- ensure that the internet connection is reliable and fast enough. It is possible to test your internet connection here <http://speedtest.net>. In the event the speed of your internet connection is limited, you can also change the quality of the videos in order to obtain more fluidity. The costs related to this internet connection are borne exclusively by the User;
- have (i) the equipment necessary to connect, particularly a computer, a modem or any other device, and (ii) the following technical requirements:
  - the Platform is optimised to operate on the latest versions of the browsers Internet Explorer (versions higher than 9), Google Chrome, Mozilla Firefox and Safari. JavaScript must not be deactivated on the browser. The version of Adobe Flash must be up to date. Apple no longer automatically updates the Adobe Flash plugin required from Mac OS X 10.6. You therefore have to recover it and install it directly here: <http://get.adobe.com/flashplayer/>
  - Minimum resolution of the screen: 1024 x 76.
  - you will also have to set up the browser to authorise the use of cookies. To do this, the procedure differs depending on the browser used:
    - o Mozilla Firefox - Enable and disable the cookies that the websites use to track your preferences;
    - o Google Chrome - Enable and disable cookies and the website data;
    - o Internet Explorer - How to manage cookies in Internet Explorer 9;
    - o Safari – Manage cookies.

## Intellectual Property of LAA

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The User acknowledges that the Site and its content (other than what is provided by the Users) which includes, without this list being exhaustive, all texts, graphs, images, logos, names, trademarks, trade names, sounds, photos, videos, drawings, data, software or other materials available on the Site (hereinafter the "**LAA Content**") are protected by intellectual property right and are the exclusive property of LAA or granted to LAA under licence.

Subject to the acceptance of and compliance with these Terms and Conditions of Use, LAA grants to the User, for the duration of these Terms and Conditions of Use and worldwide, a personal, non-exclusive and non-transferable right of access and use of the LAA Content for the sole purposes stated in these Terms and Conditions of Use.

The use or reproduction of all or part of the LAA Content is solely authorised for the exclusive purposes of information for personal use and any reproduction or representation made for other purposes shall only be authorised with the prior explicit written agreement of LAA. In particular, the User is not authorised to

download, copy, alter, modify, adapt, delete, distribute, transfer, broadcast, sell, licence, grant or exploit the LAA Content, in all or in part, in any manner whatsoever, without the prior explicit written agreement of LAA.

### **Intellectual Property of the User**

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LAA does not acquire any property right on the content made available online on the Site by the User (hereinafter the "**User Content**").

Once the User Content is made available online on the Site by the User, it is made accessible to other users (individually or by group) who have the ability to view it or share it free of charge on the Site or from the Site, as well as on other electronic communication media (including smartphones, tablets, connected television and game consoles), which the User accepts, for the entire duration of the hosting of the User Content on the Site.

Furthermore, for the duration of the hosting of the User Content on the Site and within the strict framework of the Site functionalities allowing for its access via the internet or other electronic communication media, the User authorises LAA to reproduce and represent his or her User Content and, if necessary, to adapt its format for such purpose.

### **Commitments and liability of LAA**

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LAA assumes responsibility of host and is not legally bound by any general obligation to monitor the content made available online or hosted on the Site. The only obligations inherent in this capacity of host concern (i) the fight against certain unlawful content according to the procedure described hereinafter in the article [Reporting content leluxcestvous@luxury-attitude.com](mailto:leluxcestvous@luxury-attitude.com), (ii) the storage of the User connection data, under the conditions described in our Privacy Policy ([Privacy Policy](#)) and (iii) the removal of any manifestly unlawful content, once LAA has had actual knowledge thereof.

Further, LAA endeavours to keep the Site accessible 7 days a week, 24 hours a day. However, LAA makes no commitment as to the permanent availability and accessibility of the Site and does not guarantee that the Site is free of errors. Indeed, LAA may find itself obligated to temporarily suspend the partial or total access to the Site, particularly for technical maintenance reasons, without this entailing any liability for LAA.

It is also specified that the internet network and the IT and telecommunications systems are not free of errors and that interruptions and malfunctions may occur. LAA does not provide any guarantee in this respect and cannot hence be held liable for any damage inherent in said uses of the internet network and IT and telecommunications systems.

Finally, it is agreed between the Parties that LAA may only be held liable for direct damage, excluding any other damage or prejudice of any nature whatsoever. In particular, LAA may not be held liable for indirect damage such as, without limitation, loss of profits, loss of customers or loss of data by the User.

## **Commitments and liability of the User**

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The User acknowledges that he or she is responsible for the User Content he or she makes available on the Site. In particular, the User undertakes to remain civil and that this User Content does not contain any disparaging remarks particularly about LAA, other Users and more generally any third parties. Any comment posted by the User must comply with the rules of common-sense and politeness and must be moderate and proportioned.

The User guarantees to LAA that the User Content he or she puts on line complies with the legal and regulatory provisions in force, does not constitute The eMovieLearner guarantees to LAA that the eMovieLearner Content he or she puts on line complies with the legal and regulatory provisions in force, does not constitute (i) an infringement of third party intellectual property rights, (ii) injuries to people (particularly defamation, insults, verbal abuse, etc.), violation of image rights of goods and/or people and violation of people's privacy, (iii) an infringement of public policy and an affront to public decency (particularly justifying crimes against humanity, incitement of racial hatred or violence, child pornography, etc.).

Users who make available User Content on line on the Site guarantee to LAA that they have all the necessary rights and authorisations in this respect and that they have paid all duties and made all required payments.

Users are informed that any User Content made available online which does not comply with these Terms and Conditions of Use may be removed, give rise to the closing of their User account and expose them to civil and/or criminal penalties.

Finally, Users undertake (i) not to use the Site for business activities, (ii) not to pretend to be another User with Users of the Site and not impersonate another User, and (iii) not to use the Site in order to send mass messages or spam.

In the event Users breach their obligations under these Terms and Conditions of Use, they shall be liable for the damage caused by them to LAA or to third parties. To this end, the eMovieLearner undertakes to guarantee LAA against any claims, actions or proceedings of any nature which might result therefrom and to compensate it for any resulting damage, costs or indemnities.

## **Reporting unlawful content**

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LAA is not liable for the User Content made available online on the Site.

If you discover User Content justifying crimes against humanity, inciting to racial hatred and/or violence or concerning child pornography, please report this to us immediately:

- by contacting us at the following email address [leluxceestvous@luxury-attitude.com](mailto:leluxceestvous@luxury-attitude.com) / or by sending us a substantiated letter to the following address: 71 rue Chardon Lagache -75016 Paris by indicating in your email/letter the date on which you found this content, your identity, the URL address of the disputed content, its description and the identifier of its author.

If you believe that a User Content infringes your rights or the rights of a third party (infringement, insult, invasion of privacy), you can notify this to us:

- by contacting us at the following email address [leluxceestvous@luxury-attitude.com](mailto:leluxceestvous@luxury-attitude.com) / or by sending a substantiated letter to the following address: 71 rue Chardon Lagache 75016 Paris by indicating in your email/letter the date on which you found this content, your identity, the URL of the disputed content, its description and the identifier of its author.

Pursuant to the provisions of Article 6-I-5 of the French Law No 2004-575 of 21 June 2004 on trust in the digital economy, your notification must contain:

- the date of the notification;
- if you are a natural person: your first name, surname, profession, place of residence, nationality, date and place of birth;
- if you are acting on behalf of a legal entity: its form, company name, registered office and the body which legally represents it;
- the name and place of residence of the recipient or, if it is a legal entity, its company name and registered office;
- the description of the disputed facts and their exact location (e.g.: URL link of the disputed content);
- the reasons why the content has to be removed, mentioning the legal provisions and justifications of facts;
- a copy of the correspondence sent to the author or to the publisher of the information or disputed activities requesting their interruption, their removal or their amendment, or proof that the author or the publisher was not able to be contacted.

Any incomplete notification may not be processed.

**NB:** The fact that anyone presents a content or any activity as being unlawful in view of obtaining its removal or stopping its distribution by presenting false or inaccurate information is punished by a penalty of one year in prison and a fine of €15,000.

**Version in force as of 25 APRIL 2015.**

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