1. Acceptance of General Terms and Conditions

The Service is accessible to the Internet user subject to his/her full acceptance of the General Terms and Conditions. Consequently, the Internet user acknowledging having read and accepted the present Terms and Conditions, acknowledges that the mere fact of using the said Service implies full acceptance of the General Conditions. The Service is restricted to those legally capable of signing contracts. EUROPE CAMIONS INTERACTIVE reserves the right to modify at any moment the present Terms and Conditions at any moment by publishing the aforementioned modifications on every website as soon as possible.

As a consequence, it is the User’s responsibility to take notice of any modification of the Terms and Conditions that is permanently available on every website. The User is considered to accept this latest version with each new connection to the Service. However, in case of modification of the General Terms and Conditions, the version of the present General Terms and Conditions in force at the time of the contract signature remains the one applicable to the User. The User acknowledges that the copy of the Terms and Conditions valid at the time of his/hers contract signature. Should the User violate the present Terms and Conditions, the Service reserves the right at any time to refuse him/her access to this Service. The General Terms and Conditions have been updated on June 5th 2018. This edition cancels and supersedes all the previous versions.

2. Service Description

The Service enables the User to submit his/her classified ads to be published on the websites managed by EUROPE CAMIONS INTERACTIVE.

3. Classified ad listing and duration of service

3.1. All classified ads are created by the Service users. In order to avoid any belated disputes, EUROPE CAMIONS INTERACTIVE invites the User to check his/her classified ad as soon as it is online.

3.2. The User can submit a classified ad by completing and validating the special online form on one of the websites. Once validated, the classified ad is listed. However, the User shall only remember that he/she cannot benefit from the right of withdrawal.

3.3. Because classified ads are processed immediately after their validation, the User should always remember that he/she cannot benefit from the right of withdrawal.

3.4. Duration of service

Subscription: the classified ad remains listed on the website during the entire duration of the subscription, as long as the User does not remove it. At any moment, the User can access his/her interface and modify or cancel his/her classified ad. At the end of the subscription, the classified ad is automatically removed from the website.

4. Internet user engagement

EUROPE CAMIONS INTERACTIVE reserves the right to remove and delete any inappropriate classified ad, subject to the User’s agreement that it will not be held liable for any potential faults or damages (costs, loss of profits or data, direct or indirect damages) incurred by the User and resulting from the use of the Service or the impossibility to use it.

EUROPE CAMIONS INTERACTIVE shall not be held liable, directly or indirectly, in any transactions subject to the general rules of the French Civil Code (art. 1641 et seq.).

Similarly, EUROPE CAMIONS INTERACTIVE shall not be held responsible for any damage (loss, error, intrusion, virus, interruption of services, external intrusion, or computer virus).

5. Responsibility

The classified ads are edited and validated under the sole responsibility of their respective authors. EUROPE CAMIONS INTERACTIVE is not responsible for the accuracy or the pertinence of these classified ads. The classified ad texts are under the responsibility of the author.

EUROPE CAMIONS INTERACTIVE’s websites are to be considered solely as media for listing classified ads. Therefore, the Internet user shall indemnify EUROPE CAMIONS INTERACTIVE against any damages resulting from such circumstances and shall protect EUROPE CAMIONS INTERACTIVE against any claim arising from such circumstances and shall be held liable in the same conditions and with the same probative force as any received and stored written document. The User is considered to have the necessary facilities and qualified personnel to collect, check and use reliable and sustainable media in order to provide a trustworthy, exploitable copy in compliance with the article 1348 of the French Civil Code.

8. Credits

The user can buy credits to use as visibility options or to post ads. Each credit has a valid period of 12 months. When purchasing a new credit, the validity period is automatically extended for 12 more months. In no way can the user claim reimbursement for any bought or offered credits.

9. Subscription

Once the User subscribes to EUROPE CAMIONS INTERACTIVE’s service, he/she makes a contractual commitment of a month, which is automatically renewed. The User may terminate his/hers contract at any time by sending a letter with a registered mail letter with acknowledgment of receipt at: EUROPE CAMIONS INTERACTIVE, service Abonnement, 88500 Ambacourt, France. The subscription will be automatically terminated 30 days after receipt of the cancellation request.

The user can not rent advertising spaces on the ECI websites for a limited time set in the quote for the advertising campaign. The subscription will be automatically terminated if the subscribed amount is not paid within 15 days after the due date. The subscription will be automatically terminated if the user does not pay for any other purposes than those of the advertising campaign.

11. Personal Data

Any personal data provided on the website will not be used for commercial purpose by EUROPE CAMIONS INTERACTIVE. EUROPE CAMIONS INTERACTIVE will not transmit any data to a third party, unless the User has authorized his/her information to be transmitted to an end user. The User’s consent is informed that this electronic processing of his/her personal data has been declared to the CNIL under the number 1200686, of October 26, 2006. In conformity with the General Data Protection Regulation, any User who has a personal website and wishes to oppose, and inform and modify the processing of his data, can express authorization from EUROPE CAMIONS INTERACTIVE. In any case, all unauthorized links must be removed at the simple request from EUROPE CAMIONS INTERACTIVE.

15. Duration

The present conditions apply for the entire duration of the online service. They replace any other terms and conditions of sale of the Service and the User is considered to have accepted all the conditions of the said contract.

16. Confidentiality

EUROPE CAMIONS INTERACTIVE puts all the necessary precautions in place with respect to the confidentiality and security of the data transmitted online. For that purpose, the websites use a SSL (Secure Socket Layer) protocol.

Any complaint or objections should be submitted in writing to the following address:

Headquarters: EUROPE CAMIONS INTERACTIVE – Le moulin Collot – 88500 Ambacourt, France.

The present contract is subject to French law. In the event of a dispute concerning the validity or interpretation of the present terms and conditions of agreement, the parties will seek, before any legal action, an amicable agreement and will communicate to this effect all the necessary elements of information. If no amicable agreement is reached within a maximum of one month, the Commercial Court of EPINAL shall have sole jurisdiction in settling any lawsuit or dispute regarding the contract. The User will be considered non-resident and the client will be considered non-resident if the client is a private person, the competent court in the event of litigation will be determined by the place of residence of the defendant. The User acknowledges that the User has the contractual order, for the User, and as indicated on the website, for the Seller. No subsequent document and no amendment of the contract, irrespective of the form thereof, shall be effective between the parties without taking the form of an additional clause duly dated and signed by them. If any one of the clauses of the present contract proves to be null, void or unenforceable, it shall be held that any of the parties does not claim the application of any clause of the contract or acquiesces to its breach, either permanently or temporarily. The nullity of any of the parties resulting from the said clause.

18. About Europe Camions Interactif

Tel: +33.3.29.29.30.30 – Fax: +33.3.29.39.07.09

Headquarters: EUROPE CAMIONS INTERACTIVE – Le moulin Collot – 88500 Ambacourt – FRANCE

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