

Terms and Conditions for using the Coordination SUD Service Provider Zone

The Service Provider Zone is a networking area that allows:

- People and organisations involved in international solidarity to find the products and services they require.
- Services Providers to supply fee-based products and services that are required by organisations involved in international solidarity.

The service providers have to justify an experience with NGOs or independent organisations and, through registering themselves on this database, have expressed their desire to work on issues concerning international solidarity.

This document sets out the Conditions for Use which authorise Service Providers to use this online service offered on the Coordination SUD website.

COORDINATION SUD'S RESPONSIBILITY

Coordination SUD's online zone offers service providers the opportunity, regardless of their area of business, to advertise their skills and expertise to Coordination SUD members, French and foreign NGOs involved in international solidarity, foundations, corporate foundations, public cooperation organisations (local, regional and national), international public law organisations and to members of the public who visit Coordination SUD's website.

- Coordination SUD cannot be held responsible for services that are offered, or for the conditions outlining these services. From the moment an agreement is established between a service provider and an organisation involved in international solidarity, these two parties are responsible for the trade conducted between them and for the services that are provided. Coordination SUD will not take part in this trade or in following-up contacts. [Coordination SUD cannot be held criminally responsible for a service provider that provides a poor service, the Coordination SUD website is simply a means of facilitating networking between service providers and organisations working in international solidarity].
- The Coordination SUD website is not responsible for how the personal information (email address and telephone number) published by an advertiser is used. The personal information provided by a service provider is to be used by coordinationsud.org only. This information is used solely for the purpose of developing effective relationships and for the effective running of the website. None of this information can be sold, given or exchanged with a third party. In accordance with the French law on Computing and Data Protection, N°78-17 dated 6 January 1978, the service provider reserves the right to access or to correct the personal information that is collected.
- Coordination SUD reserves the right to remove or to modify the entirety or part of a service provider account that does not respect the rules outlined below. The service provider will consequently be informed of the deletion/removal and given an explanation by email. No reimbursement will be made in exchange.
- Coordinationsud.org can be accessed 24/7. We will make every effort to minimise any inconveniences caused by site maintenance or technical issues.
- Coordination SUD cannot be held responsible for any difficulties that service providers experience accessing the Internet.

A SERVICE PROVIDER'S RESPONSIBILITY

Who can be a Service Provider?

- Any business which has read the Terms & Conditions for using the website and which has been approved by Coordination SUD administration.
- The Service Provider Zone is by no means an area for advertising and contains a directory of service providers who work with organisations involved in international solidarity.
- The service provider is responsible for his or her own set-up and Internet access (ISP).
- A published service provider account can only belong to one business; sharing an account on the Coordination SUD website is prohibited.

Intellectual Property

The Coordination SUD website, as well as all content published on the site, is protected under French and international copyright and neighbouring copyright law, including Article L122-4 of the French Intellectual Property Code (CPI), prohibiting the complete or partial reproduction of information without the consent of the author, the beneficiaries or concessionaries. Article L122-5 of the CPI authorises representation, copying and reproduction for private uses. Article L341-1 and the successive articles on database production rights.

The service provider consequently agrees to respect the database's copyright, trademark rights and production rights. Any action which is deemed to be contrary to these rights will be considered prejudice to the criminal and/or civil liability of the author.

The service provider acknowledges that the databases uploaded on the website is the property of coordinationsud.org. Service providers can only use this data for private uses. Service providers are not authorised to transfer or sell any information obtained from the website, or to produce any work using the aforementioned information.

The service provider is solely responsible for the content, as well as any documents or opinions, that they choose to publish on the website. The service provider also agrees to ensure that this information does not threaten the legitimate interests of any third parties. The service provider therefore agrees to indemnify the site operator against any legal action, based directly or indirectly on these statements and/or this information, that may be brought by anyone against the site operator. In particular, the service provider agrees to cover any expenses resulting from legal action taken by a third party against the site operator, including any legal fees or court costs.

Registering / Protecting personal information

When registering, the service provider agrees to provide correct personal information and to continue to publish correct information on the Coordination SUD website. This information allows the website to function effectively.

The service provider agrees to not create a false identity that would mislead third parties. In the event that this information proves to be false or out-dated, Coordinationsud.org reserves the right to temporarily or indefinitely suspend the user without notice or compensation. Any document which is uploaded to an advertiser account is the responsibility of its author.

Subscription fees

When registering on the website each service provider should declare their turnover, which will determine their yearly subscription fee.

- Turnover < 50 000 Euros = Subscription of 60 Euros/year.
- Turnover ranging between 50 000 and 500 000 Euros = Subscription of 110 Euros/year.
- Turnover ranging between 500 000 and 1M Euros = Subscription of 130 Euros/year.
- Turnover > 1 Million Euros = Subscription of 190 Euros/year.

Agreement to General Terms & Conditions

It is necessary to read and fully accept these General Terms & Conditions (GTC), which authorise the use of services and information provided at <u>www.coordinationsud.orq</u>.

Clicking on the confirmation button constitutes an electronic signature and is proof that the advertiser fully understands these conditions and the resulting responsibilities, obligations and commitments.

Any advertiser who does not respect these GTC will be temporarily or indefinitely suspended from the website.

Coordination SUD reserves the right to modify these conditions at any time and without notice or compensation. Users should keep themselves up-to-date by regularly checking these GTC. In the event that a user does not agree with these new conditions, the user is able to cancel their subscription by simply requesting to do so within 10 days. After 10 days, Coordination SUD will consider the changes made as read and accepted.

User feedback that highlights cases of infringement of the above Conditions will be considered with the utmost attention. We also welcome your comments and suggestions on how to improve our services.

Please send any comments to the following email address:

presta-emploi@coordinationsud.org