

1. PURPOSE OF THE SITE

These general conditions of use (hereinafter referred to as the «**Terms of Use**») govern the access to the website accessible at the address “www.lmura-avocat.com” (hereinafter referred to as the «**Site**»). «) and its terms of use.

2. ACCEPTANCE OF THE TERMS OF USE

It is recommended that the user carefully read the Terms of Use of the Site before continuing to browse the Site (hereinafter referred to as the «**User**»).

Louise Mura is the editor of the Site (hereinafter referred to as the “**Attorney**”).

The User acknowledges having obtained from the Lawyer all the necessary information regarding the use of the Site. The User declares to have taken notice of the conditions of operation and access of the Site and to have all the technical skills necessary to access and use the Site normally in accordance with the Terms of Use.

The Terms of Use are accepted as long as the User continues to browse the Site. The User acknowledges and accepts that his engagement does not require a handwritten or electronic signature. The Terms of Use are opposable as soon as they are accepted by the User.

3. ACCESS TO THE SITE

At no time does the Attorney undertake to provide continuous access to the Site free from any malfunction. Malfunctions refer to all the technical, computer, or structure-related problems of communications networks and all cases of force majeure. These malfunctions can also be justified by maintenance.

The Site User agrees that these possible difficulties arise by connecting. Damage resulting from access to and circulation on the Site shall not engage the liability of the Attorney and shall not give rise to any damages by the Attorney to the User.

4. SECURITY

The Site is an automated data processing system within the meaning of the Data Protection Act of 6 January 1978 and the European Regulation of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free circulation of these data.

The Attorney makes his best efforts, in accordance with the rules of the art, to secure the Site with regard to the risk incurred and the nature of the data processed.

The Attorney sets up specific tools to detect security problems on the Site and on the data collected.

The User acknowledges and accepts that any Internet connection is subject to unforeseen technical hazards.

It is forbidden for the User to delete or modify data contained on the Site, or to fraudulently introduce data or even to alter the functioning of the Site. He ensures in particular not to introduce virus, malicious code or any other technology harmful to the Site. In particular, the User is prohibited from performing any operation aimed at saturating a page or any operation that has the effect of hindering or distorting the functioning of the Site. The User agrees not to use devices or software of any kind that would disrupt the proper functioning of the Site.

5. MODIFICATIONS OF THE SITE

The Terms of Use may be modified by the Attorney at any time and without notice, in particular because of normative change. The new Terms of Use will apply from the date of their posting on the Site. By using the Site after these changes have been made, the User accepts the new Terms of Use and agrees to abide by them.

The Attorney reserves the right to modify, correct, adapt, in whole or in part, at any time and without notice, the contents of the Site, whatever their nature. The User is therefore invited to consult the Terms of Use on a regular basis.

6. COPYRIGHT

The Site has been created and is administered in the name and on behalf of the Attorney by Mathilde GOUIN.

The Site and all its content is protected by French, European or international laws or regulations.

The Site and each of its components, including animations, articles, databases, patents, brochures, press releases, content, company names, designs, illustrations, images, newsletters, brands, newsletters, business name, domain names, works of the mind, presentations, computer programs, texts are the exclusive property of the Attorney.

Any use, copy, disclosure, modification, representation, reproduction, translation and / or adaptation, partial or total, of the Site or one of the elements that compose it, free of charge or onerous, without the express and prior authorization of the Attorney, is prohibited and constitutes an act of counterfeiting and / or an act of unfair or parasitic competition.

Any use, copy, disclosure, modification, representation, reproduction, translation and / or adaptation, in whole or in part, of the Site or any of its components must first be authorized in writing by the Attorney, except for private and free use of the copyist within the family circle.

7. PROTECTION OF PERSONAL DATA

The Attorney recognizes the importance of ensuring the protection and security of personal data.

In accordance with the Data Protection Act of 6 January 1978 and the European Regulation of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, the Attorney is the data controller and informs the Site User that personal data concerning him may be collected via the Site.

The Attorney undertakes to collect only adequate, relevant and strictly necessary data for the purpose of the treatments implemented and as described below.

The data collected by the Attorney correspond to the information provided by the Site User within the contact form and via cookies as described below.

The data collected within the contact form are those relating to the «name» and «e-mail» of the User. The information followed by an asterisk is mandatory in order to process the request of the User as soon as possible.

The data collected via cookies are the date and time of use of the Site by the User, the type of computer device used, the country of connection, as well as the User's browsing information on the Site, the choice of language and other settings of the Site by the User. These data are anonymous.

The data collected via the contact form are intended to answer the User's request.

The data collected via cookies are intended to properly load the Site, detect navigation problems, record the choices of Users on the Site, and improve the user experience on the Site.

The data collected is only intended for the Attorney.

The collected data are kept for a fixed period of time and in a strictly necessary and proportional manner to the pursuit of the ends. The data collected within the contact form of the Site are kept by the Attorney during the time required to process the request of the User and those relating to cookies for a maximum period of 13 months.

The collected data may be transferred to a country outside the European Union that has data protection and security safeguards.

The User has various rights, as referenced below.

The User has a right of access, erasure, interrogation, limitation, modification, rectification to / of the information concerning him. The User has a right to the portability of his data, as well as the right to lodge a complaint with a supervisory authority. The User also has a right to object to the processing of his data for legitimate reasons, as well as a right to object to his data being used for commercial prospecting purposes. The User has the right to withdraw his consent at any time if it is the legal basis of the processing. Finally, the User has the right to define general and specific directives defining the way in which he intends to exercise his rights (right to be forgotten) after his death.

To exercise his rights, the User must contact the Attorney at the following mailing address, Maître Louise Mura, 76 boulevard Saint Michel in Paris (75006), or at the following email address lm@lmura-avocat.com. All requests must be accompanied by an identity document.

The lawyer made a statement to the National Commission for Computing and Liberties under the number 2190394 v 0.

8. HYPERTEXT LINKS

The creation of hypertext links to the Site is subject to the prior written agreement of the Director of Publication. The Attorney reserves the right to remove hypertext links to third party websites.

To date, no hypertext link is present on the Site.

9. COOKIES

Cookies are data used by a third party server to record information relating to the navigation of the computer of the user of a website (such as the date and time of consultation of the Site).

The Site User is informed that during his visits a cookie may be automatically installed on his browser. The cookies on the Site are session cookies and persistent cookies, namely HS, SV Session and XSRF-TOKEN cookies.

Cookies are used to properly load the Site, detect browsing problems, record Users' choices on the Site, and improve the User experience on the Site.

The presence of cookies is reported to the User by the presence of a banner on any page of the Site. The User may at any time manage and / or delete cookies by making the following settings.

For users of Mozilla Firefox, choose the «Tool» menu then «Options», click on the «Privacy» icon, locate the «Cookie» menu and select the options that suit you.

For Microsoft Internet Explorer users, choose the «Tools» menu then «Internet Options», click on the «Privacy» tab, select the desired level using the cursor.

For Chrome users, click the wrench icon on the browser toolbar, select «Settings,» click «Show advanced settings,» in the «Privacy» section, click the «Content Settings» button, in the «Cookies» section, select the options that suit you.

10. RESPONSIBILITY

The Attorney undertakes to make its best efforts to ensure the User accessibility of the Site at any time. However, the Attorney cannot be held responsible in case of unavailability of the Site, for any reason whatsoever.

The User acknowledges having the skills and means necessary to access the Site. The User acknowledges having verified that the computer configuration used contains no viruses and is in perfect working order.

The Lawyer cannot guarantee the accuracy, updating and completeness of the information published on its site, which is provided for information purposes only.

The User acknowledges using the information and tools available on the site under his exclusive responsibility.

11. APPLICABLE LAW

The Terms of Use are subject to French law.

12. MEDIATOR OF CONSUMPTION AND DISPUTE RESOLUTION

In accordance with the provisions of articles L.612-1 and following of the Consumer Code, if the Site User is a consumer, he has the possibility, in case of dispute with a lawyer, to have free access to the Mediator of consumption of the legal profession, whose contact details are as follows: Médiateur de la consommation de la profession d'avocat, Jérôme HERCE, 180 boulevard Haussmann in Paris (75008), mediateur@mediateur-consommation-avocat.fr.

The Attorney and the User undertake to find, as a first step, an amicable solution to resolve any disputes arising between them. In the event that no amicable solution has been found, the competent courts are those located within the jurisdiction of the Paris Court of Appeal.