

General terms and conditions of use

1. Legal notices

- The chat rooms accessible from the addresses <https://www.clubmed.com/> and <https://advice.clubmed.com/> (hereinafter the "Chat Rooms") are published by the company CLUB MED, a simplified joint stock company with a capital of €149,704,804 euros, having its head office at 11, rue de Cambrai, 75957, Paris, Cedex 19 France, registered in the Paris trade and companies register under no. 572 185 684.
- The Chat Rooms are hosted by the company WIBILONG, a simplified joint stock company with a capital of €277,444, having its head office at 88 bd de Sébastopol, 75003 Paris, registered in the Paris trade and companies register under no. B 504 483 892.

2. General terms and conditions of use: scope of application

- These general terms and conditions of use (hereinafter the "Terms and Conditions") govern all use of the services available from the Chat Rooms by a non-trading natural person (hereinafter "You" or the "Member").
- By communicating Your contact details in the form providing access to the Chat Rooms, You acquire the status of "Member".
- All use of the services available from the Chat Rooms implies the Member's unreserved acceptance of these General Terms and Conditions. If You do not accept these General Terms and Conditions, You cannot use the services available from the Chat Rooms.

3. Services available from the Chat Rooms

- The Chat Rooms managed and published by CLUB MED SAS enable Members to ask questions and exchange information, opinions and tips about the Resorts presented on the site <https://www.clubmed.com/> (hereinafter the "Resort(s)" and the "Site").
- The Chat Rooms consist of several sections and support groups made up of Members seeking information about a Resort (hereinafter the "Support Group(s)" or "Group (s)").
- Questions can be posted in the Chat Room at <https://advice.clubmed.com/> by Members seeking information about a Resort, with no obligation to buy.
- People who have stayed in a Resort and are Members of a Support Group can also ask questions about a Resort on the Site and discuss this Resort with all Members of the Group.
- The questions posted are automatically sent to the email addresses of Members who have already stayed in the Resort and Members of the Support Group linked with the Resort under discussion.
- Members can go into the Chat Rooms to post a reply to questions posted online, which have been sent to them by email.
- An alert is sent to the questioners informing them of replies to their query, and to all Members who have posted at least one answer to this question.
- The fact of being a Member also give You access to files summarising the opinions posted by Members about a Resort.

4. Becoming a member

- To become a Member of a Support Group or Chat Room, You just need to supply the information required in the application form, which can be found at: <https://advice.clubmed.com/>.
- If You only wish to post a question about a Resort You are seeking information about, You should communicate your email address to us via the question/answer module integrated into the Resort descriptions on the site [clubmed.fr](https://www.clubmed.com/) so that we can create a Member's account for You. As a Member, You can then use the services described in these Terms and Conditions, with no obligation to buy.
- By booking a stay in one or more Resort(s) on the Site, You also automatically become a Member of the Support Group(s) linked with the Resort(s) you have reserved, unless You indicated that You did not wish to sign up when you made Your booking.
- Questions posted via the question/answer module integrated into the Resort descriptions on the site [clubmed.fr](https://www.clubmed.com/) are also sent to Members who have stayed in the Resort concerned by the question so that they can reply if they wish.
- You can close Your account at any time by emailing contact@clubmed-community.com

5. Privacy policy

- Information is gathered and processed by CLUB MED SAS so that You can obtain an answer to Your question. This may also be processed for statistical analysis, with Your specific consent, so that we can understand Your requirements and habits as a consumer, and send You Club Med's commercial offers for products and services similar to those You have sought information about, which may be customised and adapted to Your centres of interest, and to offer You services more suited to Your requirements (profiling), while complying with the Club Med Privacy Policy, which You can view on clubmed.fr.
- Your electronic mail address, the text of Your question and the Resort You wish to ask a question about are required to process Your request. The data gathered may be processed outside the European Union with appropriate guarantees for the strict purpose of performing the services requested by Members from the Chat Rooms and in strict compliance with data protection regulations.
- The recipients of the personal data gathered are the teams of CLUB MED SAS and its partners in charge of the Chat Room and quality monitoring. The text of Your question or answer, excluding any other data, will be sent to the members of the CLUB MED SAS community or published on the site <https://advice.clubmed.com/>.
- Your electronic mail address will be stored for the period of your account increased by one month and for no longer than 3 years from the date on which You published content on the Chat Rooms. The text of Your question or answer and the Resort about which You wish to post a question, as well as any answers You provide, will be stored as long as the service is active on <https://advice.clubmed.com/>.
- You have the right to access, correct and delete the data You transmitted to us, by writing to contact@clubmed-community.com. If need be, You can also request the portability of Your personal data or provide instructions for their storage, deletion or communication after Your death.
- We would inform You that CLUB MED SAS reserves the right to archive any personal data it has gathered to execute these Terms and Conditions for the period of limitation for liability claims. In this case, the data archived will be stored on a secure server accessible only to the legal officer of CLUB MED SAS, solely in the context of a dispute whose settlement legally requires the communication of these data.
- If there are any problems regarding the management of Your personal data, You have the right to file a claim with the CNIL (French data protection agency) or the Data Protection Officer of Club Med at this address: dpo@clubmed.com.

6. Compliance with intellectual property rights and use according to current laws and regulations

- The fact of being a Member of one or more Support Groups enables You to post online information and data of any kind concerning one or more Products.
- If appropriate, in publishing a question or answer on the Chat Room, You expressly authorise CLUB MED to reproduce this text on its websites, throughout the world and for the rights protection period in the territory concerned.
- We would draw Your attention to the fact that all the information You disclose on the Chat Rooms is available to all web users and is thus considered to be public information.
- Members undertake expressly to respect all intellectual and industrial property rights relating to Resorts and not to contribute directly or indirectly to the breach of these rights.
- Members must not post online any comments, information or data of any kind that could harm the reputation of a third party or are of a defamatory or insulting nature.
- For Your information, You must not post any comments on the Chat Rooms that are racist, offend public decency, encourage violence or could infringe the rights of third parties, and generally speaking, any discourse that goes against current laws and regulations.
- A Member must compensate CLUB MED SAS at its first request for any fines, costs and incidental costs, transactional indemnities or fees resulting from any infringement or liability proceedings brought against it by a third party following the Member's infringement of this article, if these proceedings have led to an enforceable sentence (whether or not final) on CLUB MED SAS or the conclusion of a transactional agreement, or have required the payment of any kind of fee.
- In all circumstances, CLUB MED SAS reserves the right, without notice, to delete any comments or opinions infringing this article that are posted in the Chat Rooms.
- CLUB MED SAS also reserves the right to forbid You access to the Chat Rooms, without notice, and to remove You from the Support Group(s) of which You are a Member.
- CLUB MED SAS reserves the right to permanently or temporarily interrupt the Chat Rooms and any Support Group without having to provide a reason.

7. Flagging content

- If You wish to flag any piece of information or comments that You consider illicit, please send an email to this address: contact@clubmed-community.com

8. Unsubscribing

- You can unsubscribe at any time from the Chat Rooms or any Support Group of which You are a Member by sending an email requesting this to: contact@clubmed-community.com.
- CLUB MED SAS reserves the right, without notice, to forbid You access to the Chat Rooms or any Support Group of which You are a Member, in the event of a proven breach of these Terms and Conditions or of current laws and regulations.
- Under no circumstance are Members entitled to any kind of compensation if they are denied access, unsubscribe or have any of their comments or information removed for any reason.
- Any information or data of any kind posted online on the Chat Rooms by Members are permanently owned by CLUB MED SAS.

9. Temporary interruption

- CLUB MED SAS reserves the right to temporarily close access to the Chat Rooms to carry out maintenance work on hardware and/or software or the infrastructures used for access, or in the event of a spike in the number of visitors, without this incurring its liability.

10. Liability

- The Site <https://advice.clubmed.com/> provides Members with a space for exchanging information and data relating to the Resorts You have selected.
- In this respect, CLUB MED SAS does not check the nature or accuracy of the information or data exchanged.
- Its liability is thus that of a host and may under no circumstances be incurred as regards the information and data posted online.

11. General Terms and Conditions of Use: period of validity

- These Terms and Conditions apply for one year after Members have subscribed. Their term is automatically renewed each year on the subscription anniversary date.
- The Terms and Conditions can be adapted or modified at any time by CLUB MED SAS. All modifications to the Terms and Conditions are notified to Members, including on <https://advice.clubmed.com/>, and become effective once they are published on this site. If Members continue to use the Chat Rooms after being notified of a new version of the Terms and Conditions of Use, they are deemed to have accepted this new version.
- In the event of conflict, the version of the Terms and Conditions that applies is the one in force on the last subscription anniversary date.

12. Contact

- You can contact CLUB MED SAS by writing to us at: contact@clubmed-community.com. We will endeavour to answer your request as soon as we can.

13. Applicable law and jurisdiction

- These Terms and Conditions are governed by French law.
- In the event of a dispute, the competent courts are those under the authority of the Paris Court of Appeal, unless a mandatory territorial jurisdiction applies.