

## **TERMS AND CONDITIONS FOR USE OF THE PERSONAL SPACE SERVICE**

### **ARTICLE 1: SERVICE PROVIDER**

The services available via the [www.louvre.fr](http://www.louvre.fr) Web site are provided by the Musée du Louvre public institution, an administrative public institution grouping the Musée National du Louvre and the Musée National Eugène Delacroix in accordance with the provisions of amended decree no. 92-1338 of December 22, 1992, pertaining to the creation of the Musée du Louvre public institution, Siret no. 18004623700012, APE 925C, domiciled at Pavillon Mollien, 75058 Paris Cedex 01, hereafter referred to as the "Musée du Louvre."

The right to use the services set forth in Article 2 below is subject to the user's compliance with these Terms and Conditions. We recommend that you print out and keep a copy of them for your future reference.

### **ARTICLE 2: DESCRIPTION OF SERVICES**

The Musée du Louvre offers users the possibility of creating a personal space on the [www.louvre.fr](http://www.louvre.fr) Web site where they can store, for personal use, one or more albums containing images and texts selected exclusively from the [www.louvre.fr](http://www.louvre.fr) Web site (hereafter referred to as the "Service").

The said Service is the subject of these Terms and Conditions.

Items from sources other than the [www.louvre.fr](http://www.louvre.fr) Web site cannot be included in these albums.

The icon "Add to my album" indicates items on the Web site that can be added to a personal space.

A personal space can be printed but not downloaded. A hyperlink to a page showing the items in a personalized album can be sent to a friend by e-mail. These items can also be printed but not downloaded.

Practical information concerning the creation of and access to these personalized albums can be found in the "Demo" section of the Service.

### **ARTICLE 3: IDENTIFICATION REQUIREMENTS AND CONDITIONS OF MEMBERSHIP**

Access to the above-mentioned Service requires user identification. The information given must be correct, complete, and up to date.

The Musée du Louvre grants the user a free, personal, non-exclusive, non-transferable license to access the Service, subject to strict compliance with these Terms and Conditions which the user is required to read and fully accept prior to registration.

The user must provide a valid registered e-mail address to which the Musée du Louvre can send a password giving access to the user's personal space.

#### **ARTICLE 4: INFORMATION REGARDING PERSONAL DATA**

The personal data file relating to users of the Web site with a personal space has been declared to the CNIL (the French data protection authority) and complies with amended law no. 78-17 of January 6, 1978 on information technology, computer files, and freedom.

Under this law, users have the right to access, modify, and delete personal data by contacting the services of the Musée du Louvre indicated on the registration form for the personal space and other services.

Moreover, the subsection entitled "Personal Details" allows users to directly modify and update their personal information.

#### **ARTICLE 5: GENERAL TECHNICAL RULES**

Users are informed that, for technical reasons, they cannot create more than twenty albums per user account. An album cannot contain more than sixty items (texts or images).

The Service may be temporarily unavailable from time to time for maintenance or other reasons. Should this occur, the Musée du Louvre will endeavor to restore access to the Service as soon as possible.

The Musée du Louvre reserves the right to modify the Service, its features, and/or its conditions of access without prior warning, notification, or compensation.

The Musée du Louvre cannot be held responsible for the consequences of any modification, suspension, or withdrawal of the Service for whatever reason, and particularly for reasons of a technical nature.

Users are automatically disconnected from the Service after thirty minutes of inactivity.

If a personal space is viewed in a public place, the user must make sure to disconnect before leaving the said place to ensure that no third party has access to his or her personal space.

Access to the Service by any means other than through the interface that is provided by the [www.louvre.fr](http://www.louvre.fr) Web site is prohibited, as is any attempt to access, modify, or reproduce the source code to the software programs or applications providing access to the [www.louvre.fr](http://www.louvre.fr) Web site and/or to the Service.

#### **ARTICLE 6: DELETION OF AN ALBUM**

The Musée du Louvre may delete any album that has not been used, added to, or viewed for a period of one year. Users will receive a warning e-mail one month prior to deletion, informing

them of the steps necessary to preserve the album. A confirmation e-mail will be sent once the album has been deleted.

Users may request the deletion of an album at any time, by post or e-mail.

Moreover, the subsection entitled "My Albums" allows users to directly delete one or all of their albums and their contents.

## **ARTICLE 7: INTELLECTUAL PROPERTY**

Membership of the Service implies the user's recognition that the content of the [www.louvre.fr](http://www.louvre.fr) Web site—particularly the photographs, texts, sounds, still or animated images, software programs, and databases—are protected by intellectual and other property rights, in accordance with the current laws and regulations.

Consequently, users undertake not to copy or reproduce (except for strictly personal use) in full or in part, with or without payment, for advertising, commercial, or non commercial purposes, any items from an album or any content of the [www.louvre.fr](http://www.louvre.fr) Web site, in any form and by any means whatsoever.

Any unauthorized reproduction or representation, for use other than personal, of any item protected by the intellectual property code constitutes a counterfeiting offence.

## **ARTICLE 8: MODIFICATIONS TO THE TERMS AND CONDITIONS**

Users are deemed to have accepted any modifications to these Terms and Conditions.

Users can view the Terms and Conditions at any time in the "Demo" section of the Service.

## **ARTICLE 9: SPECIAL RECOMMENDATIONS FOR USERS OUTSIDE FRANCE**

The Musée du Louvre authorizes access to the Service from any country, subject to the national legislation in force in that country. Users accessing the Service from workstations outside French territory expressly acknowledge that they have read, understood, and fully accepted these Terms and Conditions.

## **ARTICLE 10: TERMINATION**

In the event of failure to abide by these Terms and Conditions, and particularly failure to abide by copyright laws, the Musée du Louvre reserves the right to delete the user's personal space immediately without prior warning or compensation.

## **ARTICLE 11: APPLICABLE LAW, COMPETENT JURISDICTION**

These Terms and Conditions are subject to French law.

In the event of any dispute arising from the application of these Terms and Conditions, the Parties undertake to attempt to reach an amicable solution.

Should this not be possible, the Parties recognize the exclusive competence of the French courts.