

# ATOUT FRANCE



## Atout France 2025 General Terms of Service

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## 1. DEFINITIONS

Each of the terms defined below shall have the following meaning:

**"Agreement"** means the General Terms and Conditions, the Special Terms and Conditions (if applicable), the Atout France Services Booklet, and the associated purchase order.

**"General Terms and Conditions"** means these general terms and conditions of service.

**"Special Terms and Conditions"** means the special terms and conditions referred to in articles 3 and 5 and applicable to certain Services.

**"Clients"** means Member Clients and Non-Member Clients of Atout France.

**"Member Clients"** refers to Member Clients of Atout France. Member Clients are any natural or legal person whose membership in Atout France is effective on the date of issue of the purchase order and for the entire duration of the performance of the Services.

**"Non-Member Clients"** means Clients who are not members of Atout France.

**"Services"** means the services defined in the purchase order and provided by Atout France to the Clients. The Services are described in the Atout France Services Booklet.

**"Documents Produced"** means all documents or materials created by Atout France and delivered to the Client as part of the performance of the Services.

**"Membership Commission"** means the group of persons (permanent members and elected members representing Member Clients) delegated by the Board of Directors of Atout France to consider and decide on applications for membership in Atout France.

**"Services Booklet"** means the document presenting all of Atout France's Services as well as the terms and conditions of access to those Services by Clients.

**"Information Notices for clients, prospects and partners"** means the information notice informing Clients of the purposes, legal framework, interests, recipients or categories of recipients with whom their personal data is shared, and the possibility of a data transfer to a third country.

These General Terms and Conditions do not apply to collaborations carried out between Atout France and a contracting authority within the framework of cooperation agreements between contracting authorities.

## 2. PURPOSE

These General Terms and Conditions define the terms and conditions under which Atout France provides Services to Clients.

## 3. CONTRACTUAL DOCUMENTS

The Agreement concluded between Atout France and the Client comprises the following documents, in decreasing order of priority:

Atout France General Terms and Conditions of Service 2025

- the Special Terms and Conditions, if applicable (specific contracts or agreements or special terms and conditions, for example for the use of the Atout France photo library or the organisation of workshops, fairs and trade shows),
- the General Terms and Conditions,
- the purchase order(s) issued by Atout France,
- Atout France's Information Notices for clients, prospects and partners,
- the Atout France Services Booklet.

The General Terms and Conditions are sent to each Non-Member Client with their first purchase order, which they must return duly signed, and to each Member Client when they join and/or renew. In addition, a link to the General Terms and Conditions is included in the Services Booklet. The entire purchase order is therefore automatically subject to the General Terms and Conditions. At any time, the current version of the General Terms and Conditions may be consulted on the website [www.atout-france.fr](http://www.atout-france.fr).

In addition, the General Terms and Conditions exclude the application of any other terms and conditions and in particular any general terms and conditions of purchase of the Client. However, any Special Terms and Conditions entered into between Atout France and the Member Client and derogating from the present Terms and Conditions shall prevail over them.

## 4. TERMS AND CONDITIONS OF MEMBERSHIP

### 4.1. New membership

Any natural person (registered in a directory providing evidence of a professional activity intended to offer tourism services) or legal entity, meeting the requirements defined in article 8.2 below, who wishes to become a Member Client, spontaneously, following a prospecting process by Atout France or by any other means, shall notify Atout France by email or otherwise of its intention to become a member.

Atout France will then send an email with acknowledgement of receipt providing:

- the date of the Membership Commission at which the application will be presented,
- the membership file which includes: the Formation Agreement of Atout France, as well as the General Terms and Conditions, the Atout France Information Notices for clients, prospects and partners and the membership form (allowing to opt for active membership or associate or affiliate membership).

The Client who wishes to become a member must complete the online form and send Atout France the information requested before the Membership Commission to which the application file will be presented, together with payment by cheque or wire transfer for the amount of the membership. This payment will only be cashed by Atout France from the date of the decision to accept the membership by the Membership Commission that has processed the application in accordance with the following provisions.

The application for membership will be examined by Atout France and submitted for approval to the Board of Directors of Atout France or to a Membership Commission in accordance with the terms set out in the internal regulations. Atout France will return to the applicant an email with an acknowledgement of receipt as well as an e-mail notifying the acceptance of its membership (including the invoice and the rules of procedure) or the refusal of its membership by the Membership Commission.

The application will be processed by the Membership Commission which is the closest to the date of receipt of the application letter or email.

The decision to accept the membership will be subject to ratification by the next general meeting of Atout France members.

#### **4.2. Duration of membership**

Membership shall run from 1 January of the year for which membership is applied for, for a period of one (1) year, subject to the following provisions.

In the event that the Membership Commission which examines the application takes place between 1 January and 30 April of the year for which membership is requested, the latter will, in the event it is accepted, be effective retroactively from 1 January until 31 December of the same year.

However, if the Membership Commission which examines the application takes place between 1 May and 31 October of the year for which membership is requested, the latter will, in the event it is accepted, be effective from the date of acceptance of the membership by the Membership Commission until 31 December of the same year.

Finally, if the application is made between 1 November and 31 December of the year for which membership is requested, membership will, if accepted, only be effective from 1 January of the following year until 31 December of that year.

Membership shall be tacitly renewed every year from 1 January for a period of one (1) year.

#### **4.3. Payment of membership fees**

The membership fee must be paid in one instalment, within the deadline indicated on the invoice sent. Payment of the membership fee is a condition for access to the Services offered by Atout France to Member Clients. Once paid, the membership fee is not refundable and cannot be recalculated retroactively.

Atout France therefore reserves the right to refuse the order of a service until the membership fee has been paid.

Case of a new membership:

The membership fee is due for a full year of membership when membership is effective as of 1 January of that year, in accordance with article 4.2 above.

The membership fee is due on a pro rata basis when the membership has been accepted by Atout France at a Membership Commission meeting held between 1 May and 31 October of the current year, starting from the date of acceptance of the membership by the Membership Commission.

The terms and conditions and the amounts of membership are specified in the email with acknowledgement of receipt sent following the membership application. The cheque or wire transfer sent prior to acceptance of the membership will only be cashed in by Atout France from the date of the decision to accept the membership.

Renewal cases:

All Member Clients must pay their membership fees to Atout France in accordance with the invoice sent to them at the time of renewal.

Changes in membership fees:

Atout France reserves the right to modify the amount of the membership fees each year. Atout France undertakes to notify its Member Clients of such changes, if any, in January of each renewed year.

#### **4.4. Modification of membership**

Atout France reserves the right to modify the terms and conditions of access to the Services for the different categories of members (active members, associate members, affiliated members). Atout France undertakes to notify these changes, if applicable, at the latest in February of each renewed year.

In addition, the Member Client may, if it so wishes, change its membership status (associate, active or affiliate) each year when renewing its membership. To do so, it must notify the change within fifteen (15) days of the date on which the invoice for the membership renewal is sent. Consequently, this change will be effective retroactively to 1 January of the membership year for which the change is requested.

#### **4.5. Suspension of membership**

Any Member Client may, if he/she so wishes, suspend his/her membership for one (1) year from 1 January of the year for which the suspension is requested. This suspension may be extended each year for a further period of one (1) year, up to a maximum of two (2) renewals.

To do so, the Member Client must send Atout France a request for suspension by registered mail with acknowledgement of receipt, indicating the year for which the suspension is requested. This request must be received by Atout France at the latest by 31 December of the year preceding the suspension and at the latest within fifteen (15) business days from the date on which the renewal documents are sent by Atout France.

The suspended Member Client will therefore be exempted from paying membership fees for the relevant year and will only be able to benefit from the Services that are specifically intended for him. These Services will be communicated by Atout France on request. The suspended Member Client will have renewed access to the Services at the end of the suspension and will also need to comply with its obligations without the Membership Commission having to decide on its reinstatement, except in the event that it no longer complies with the requirements indicated in article 8 below.

#### **4.6. Early termination**

##### **4.6.1. Resignation of the Member Client**

- Non-renewal

The Member Client may refuse any renewal by registered letter with acknowledgement of receipt within a period of fifteen (15) business days from the date on which Atout France sends the new documents relating to the renewal such as the invoice. This withdrawal will be effective retroactively from 1 January of the year for which the refusal to renew is notified.

#### - Termination

The Member Client may terminate his membership agreement at any time by registered letter with acknowledgement of receipt.

The termination is effective from 1 January of the year following the date of receipt of the termination letter.

#### 4.6.2. Termination by Atout France

Any Member Client who fails to comply with the obligations arising from the General Terms and Conditions, the Formation Agreement of Atout France, or the internal regulations, shall be given formal notice to comply by means of a registered letter with acknowledgement of receipt.

If, at the end of a period of fifteen (15) days from the date on which the registered letter with acknowledgement of receipt is sent, the Member Client has not fulfilled the required obligations, Atout France's legal representative may decide to exclude the Member Client, after consulting the Board of Directors of Atout France.

This exclusion may be confirmed or overturned, if necessary, by the general meeting of Atout France members, convened for this purpose.

The decision to exclude taken by the general meeting of members of Atout France will be notified to the Member Client concerned as soon as possible. This decision will be effective from the date on which the registered letter with acknowledgement of receipt notifying the exclusion is sent. Nevertheless, the excluded member shall remain liable for the performance of the obligations under the Services ordered from Atout France and/or performed and in particular for the payment of the membership fees which remain due to Atout France. The amount of the membership fee for the current year shall remain due.

## 5. SERVICES

The Services are accessible to Member Clients (see the Services Booklet) in particular under the terms of articles 4.3 and 10 hereof and may sometimes also be accessible to Non-Member Clients, at so-called public rates.

The Services listed below are examples only and this list is not exhaustive.

**As a preliminary observation, it is recalled that the provisions of this article "5. Services" are applicable except in the event that Special Terms and Conditions are defined between Atout France and the Client.**

### 5.1. Deadlines

Atout France undertakes to make its best efforts to provide the Services within the deadlines agreed with the Client. However, Atout France cannot be held responsible for any delay in delivery attributable to the Client or to any cause that is not exclusively under its control, including carrier delays. Thus, the delivery deadlines indicated are purely indicative.

### 5.2. Studies, monitoring and engineering programs

The Services may include the provision of studies, technical publications, monitoring and observation data, in particular through the France Tourisme Observation data hub, or expertise and support programs for the setting up of investment projects and the search for operators under the France Tourisme Ingénierie guidelines, as described in the Atout France Services Booklet. For information purposes, other programmes may be proposed in the form of Calls for Expression of Interest, the details of which are described on the website: <https://www.atout-france.fr/services/transformation-durable-et-digitale> although this list is not exhaustive.

The Client is sole responsible for the implementation of the advice provided by Atout France.

Consequently, Atout France cannot be held responsible for the consequences of the implementation of decisions taken on the basis of its studies and monitoring.

It is reminded that the studies, technical publications and monitoring may only be used for the Client's internal needs. Any reproduction in whole or in part is prohibited without the prior authorisation of Atout France. Communication to third parties, whether free of charge or for a fee, is strictly prohibited.

### 5.3. Documentation

Directory of Member Clients and other documents: Atout France owns the copyright to the digital database that the Directory of Member Clients represents and other documents that Atout France may publish.

In this respect, the Member Client agrees:

- that the personal data communicated as part of its membership (surname, first name, e-mail address, position), may be included in the directory of Member Clients or other documents published by Atout France and may be recorded on a digital medium and disseminated on a secure area of the website [www.atout-france.fr](http://www.atout-france.fr), which is only accessible to Member Clients; in any event, the Client may consult article 17.9 hereof concerning the protection/use of personal data by Atout France;
- that the general data relating to the organisation, individual or legal entity communicated as part of its membership (name of the organisation or company, address of the organisation or company, general telephone number, non-personal email address, website) may be included in the short digital version of the Member Client Directory or in other documents published by Atout France and may be published on the professional website [www.atout-france.fr](http://www.atout-france.fr) with free access.

Atout France is also the producer of the said database, which is protected by Law n°98-536 dated 1 July 1998.

Any unauthorised extraction or use of the Member Client Directory or any document published by Atout France constitutes an infringement of the rights of Atout France, producer of the said database.

Photo library: the use of the photo library, made available to the Client by Atout France, is subject to Special Terms and Conditions<sup>1</sup> which the Client undertakes to comply with strictly.

Subject to subscription to the relevant Services, Atout France grants the Client, either for the legal duration of the intellectual property rights concerned, and without any additional fee in relation to the agreed price, a right to use and reproduce the photographs made available online on the website's photo library, access to which will be shared with the Client during the finalisation of their membership, and/or logos, under the requirements specified in the Special Terms and Conditions. This right of use is assigned on a personal basis and is not transferable. The link to the photo library will be communicated by Atout France to the Client when the subscription is finalised.

The Client undertakes to comply with the terms of use of this photograph and in particular not to infringe the rights of the persons appearing in the said photographs and/or the owners of the buildings or elements appearing in the said photographs. The Client also undertakes to comply with the graphic charter communicated to it, with regard to the trademark and logos. In certain cases determined with Atout France, the Client may associate its trademarks and logos with those of Atout France. The Client undertakes not to modify the logos.

#### 5.4. Promotional and communication tools

Creation of communication campaigns: a campaign is created by Atout France either at the specific request of a Member Client or as part of its promotional strategy and offered to several Member Clients. The conditions for creating a campaign (including those of the agency chosen by Atout France) are defined in the Special Terms and Conditions and/or in a purchase order.

Media buying: Atout France provides its Member Clients with a media agency selected in accordance with the procedures applicable to it, which will enable its Member Clients to benefit from cross-media expertise (TV, press, posters, radio, cinema, internet, etc.) and competitive rates for the implementation of their communication campaigns.

Campaigns can be specific, multi-partner, regional, national, multi-market or thematic, based on the Destination France brand and global brands.

Purchase of advertising space on Atout France media: Atout France and the Client will define together in writing the advertising space and the duration of the broadcast.

In accordance with the provisions of Law 96-122 of 29 January 1993, Atout France shall report to the Client on the conditions under which the Services concerned were carried out.

Promotional operations - Fairs/Trade Shows/Workshops/Themed events: The terms and conditions of these operations will be defined between Atout France and the Member Client and will be subject to Special Terms and Conditions. These Services may sometimes be offered to non-Member Clients (i.e., trade shows or events organised in France such as the "Rendez-vous en France" trade show, etc.).

Prospecting missions abroad: the conditions will be defined between Atout France and the Member Client in a purchase order and/or the Special Terms and Conditions.

It is specified that if operations or Services involve the organisation of games or competitions, their rules and the prizes awarded will be defined between the parties, in accordance with the regulations in force applicable to the competition.

#### 5.5. Training initiatives

Based on its competence in the field of continuing education, Atout France offers training courses, seminars or information meetings. The conditions of participation in training initiatives shall be defined between the parties by a purchase order or in the Special Terms and Conditions. Atout France's declaration of activity as a training provider is registered under number 11 75 44854 75 with the Prefect of the Ile de France region.

### 6. PROCESS FOR ORDERING SERVICES

All orders are subject to a purchase order issued by the relevant Atout France office or department, which must be duly signed by the Client. Any additional request will be the subject of an additional purchase order and will be subject to the same rules.

The purchase order must be returned by the Client with the name and signature of the person authorised to bind the Client, and the Client's stamp.

Atout France reserves the right to refuse an order in the event of non-payment of amounts due to Atout France or, when the Client's financial position looks weak, in the absence of sufficient financial guarantees.

After acceptance of the purchase order by the Client, the parties will meet to set the Special Terms and Conditions for the execution of the order.

## **7. PROCESS FOR CANCELLING ORDERS FOR SERVICES**

Orders are binding and cannot be cancelled.

**7.1.** However, unless otherwise specified in the Special Terms and Conditions, orders relating to communication campaigns, participation in fairs, trade shows, workshops, scholarships and seminars may be cancelled by the Client provided that the relevant Atout France office or department is notified by registered letter with acknowledgement of receipt at least:

- sixty (60) days before the scheduled start date of the event. In this case, the 50% advance payment indicated in article 11 below will be retained by Atout France as penalty for cancellation,
- forty-five (45) days before the scheduled start date of the event. In this case, the 50% advance payment will be retained by Atout France, and 10% of the total price will be invoiced to the Client as a penalty for cancellation.

In the event that the Service is cancelled by the Client less than forty-five (45) days before the scheduled start date of the event, the full price will be invoiced and due to Atout France.

**7.2.** Unless otherwise specified in the Special Terms and Conditions, in the event of cancellation of an order by Atout France, Atout France shall reimburse the Client for the amounts received in respect of the advance payment due.

However, any additional costs that may have been incurred by the Client (such as the purchase of transport tickets, accommodation reservations, etc.) in connection with the said order shall remain at the Client's expense and shall not be subject to reimbursement or compensation by Atout France, unless otherwise indicated in the order signed by the Client.

## **8. OBLIGATIONS**

### **8.1. Obligations of the Client**

#### **8.1.1. Commitment to collaborate**

For the Services that require it, the Client undertakes to collaborate actively with Atout France and to provide it, at the latter's first request or spontaneously, any information or material necessary for the proper performance of the Services.

In the event that the Client is the subject of collective insolvency proceedings initiated after its membership, it must notify Atout France by registered letter with acknowledgement of receipt, within one (1) month following the publication in the BODAAC of the judgment initiating the said proceedings. In the event that the Client is the subject of insolvency proceedings and wishes to access services mentioned in the Services Booklets, they will be required to prepay the invoice in full in order to be able to access such services.

#### **8.1.2. Lawful use of the Services**

The Client undertakes to use the Services only for lawful purposes and in particular to respect the rights of third parties. This commitment applies in particular to the use of data contained in the directories.

#### **8.1.3. Receipt of Services**

The Client undertakes to validate the Services and/or the Documents produced. Some Services may require several validations by the Client, at successive stages of their performance.

Services which are received are deemed to have been accepted by the Client (i) if the Client does not express a reservation in writing within five (5) calendar days of delivery, or (ii) if the Services provided and Documents produced by Atout France are operated, in whole or in part, by the Client.

## 8.2. Specific obligations of the Member Client

The Member Client is subject both to the obligations set out in article 8.1 above and to the obligations defined in this article.

The Member Client must fulfil the following requirements on a cumulative basis:

- Have a postal address in France and/or abroad,
- Present an interest directly or indirectly linked to tourism and be representative of the French offer,
- Fulfil the obligations set out in the Formation Agreement of Atout France,
- Meet the financial soundness criterion,
- Ensure payment of contributions within the deadline specified in the invoice,
- Propose a qualitative and reliable offer (in particular consistency and quality of the proposed services), in line with the issues of sustainable transition in tourism as promoted by Atout France
- Offer communication tools, including a website translated into at least one foreign language, to any Member Client who wishes to carry out promotional operations,
- Respect the Hogue Law of 2 January 1970 and the provisions of the Tourism Code relating to the preparation and sale of travels and holidays, if applicable.

## 9. OWNERSHIP AND LICENSING OF DOCUMENTS PRODUCED

**Unless otherwise specified in the Special Terms and Conditions**, Atout France remains the sole owner of the intellectual property rights relating to the Documents Produced.

Atout France hereby grants to the Client, for the duration and geographic area defined in the purchase order and/or in any applicable Special Terms and Conditions, and without any additional fee with reference to the agreed price, a non-exclusive and non-transferable assignment of rights for the use, reproduction, distribution and translation of the Documents Produced on any medium, existing at the time the Special Terms and Conditions are entered into, for the Client's own internal professional needs only. This transfer of rights remains subject to the full and final payment by the Client to Atout France of the amounts due under the Special Terms and Conditions.

Neither the name nor, where applicable, the logo and/or trademark of Atout France may be removed from the Documents Produced. Atout France's authorship of the Documents Produced must be mentioned on any copy or extract of the latter.

In the event that Atout France authorises a Client to use its trademark or one of its logos, the latter only has the right to use the trademark and logo of Atout France until the end of the Customer's membership for the use defined with the latter.

Atout France retains full and complete ownership of the logos, trademarks, works, publications, data, databases, studies and all other products and documents produced or sold. The latter may only be used for the Client's internal needs, unless otherwise specified in writing.

Atout France making its logo(s), trademark(s) and/or trade name(s) available to the Customer does not in any way constitute a transfer of ownership but a non-exclusive, free of charge licence for an indefinite period.

Any reproduction in whole or in part is prohibited without the prior authorisation of Atout France.

Distribution to third parties is totally prohibited.

## 10. RATES

The current rates are detailed in the Atout France Services Booklet or in a purchase order or in the Special Terms and Conditions. These rates may change during the year. The applicable rates are exclusive of tax and duty. The Client therefore undertakes to pay the applicable taxes at the rate in force at the time of invoicing. Furthermore, any ancillary costs incurred by Atout France for the provision of the Services will be invoiced in addition, unless otherwise agreed between the parties.

Member Clients benefit from services reserved exclusively for them or from preferential rates as described in the Atout France service booklet. In order to benefit from these two advantages, the Member Client must be up to date with their membership fees. Otherwise, the Client will no longer be able to benefit from the Services reserved for Member Clients and will be charged the public rate, provided that the service requested is accessible to Non-Member Clients. If this is not the case, the Client will not be able to benefit from the requested service.

## 11. PAYMENT / BILLING

### 11.1. Payment methods

Invoices must be paid in cash upon receipt in the currency indicated on the invoice.

For Member Clients, unless Special Terms and Conditions apply, the payment terms applicable to the implementation of communication campaigns, participation in fairs, trade shows, workshops, scholarships, seminars, are the following:

- 50% upon order, as an advance payment, non-refundable and if Atout France has initiated its Services;
- the balance when the Services have been completed, upon receipt of the invoice.

For Non-Member Clients, the payment terms applicable to the services available to them as set out in the Services Booklets are the following:

- Payment in full of the outstanding amount upon receipt of the invoice.

### 11.2. Methods of payment

Invoices not paid on the due date, in application of article L. 441-6 of the French Commercial Code, shall give rise to late payment penalties. The rate of penalties applied shall be equal to three times the legal interest rate in force on the due date.

Late payment penalties are automatically due from the day following the payment deadline and without the need for formal notice. Without prejudice to its other rights or remedies, Atout France reserves the right to suspend the performance of the Services, or to terminate the purchase order or the Special Terms and Conditions concerned, in the event of non-payment by the Client within the required deadline.

In accordance with article D. 441-5 of the French Commercial Code, Clients who do not meet the payment deadlines are liable for a fixed indemnity for collection costs set at forty (40) euros. Additional costs may also be claimed on presentation of evidence.

Payments can be made by cheque payable to Atout France or by wire transfer to the account opened in the name of Atout France, the references of which are as follows:

CIC G. ENTREPRISES LYON  
8, rue de la République  
69001 LYON

Bank	Branch	Account number	RIB key
10096	18100	00024815001	42

IBAN: FR76 1009 6181 0000 0248 1500 142 / BIC : CMCIFRPP

For certain orders, in particular those placed on the Atout France website [www.atout-france.fr](http://www.atout-france.fr), payment may be made online, by "SPlus secure payment" bank card.

## 12. PRIVACY

**12.1.** The Client undertakes to use the information provided by Atout France, the confidential nature of which is expressly indicated (hereinafter referred to as the "Confidential Information"), only under the Agreement and not to reveal it to any third party without the prior written consent of Atout France. The Client undertakes to maintain the confidentiality of Atout France's Confidential Information with at least the same care as it takes to maintain the confidentiality of its own confidential information.

**12.2.** Information that is not considered to be Confidential Information:

(i) are known by the Client prior to any disclosure by Atout France; and (ii) are required to be disclosed by order of a court or public authority.

**12.3.** The provisions of articles 12.1 and 12.2 shall remain in force for a period of five (5) years after the termination of the Agreement for any reason whatsoever.

## 13. GUARANTEES

Atout France guarantees that it will perform the Services with the necessary professionalism and diligence.

The Client warrants that it owns the rights to the materials transmitted to Atout France and/or that it has obtained the necessary authorisations for the said materials to be used by Atout France as part of the provision of the Services. The Client shall indemnify and hold harmless Atout France against any action, claim, demand or opposition from any person claiming an intellectual property right or an act of unfair and/or parasitic competition or any action seeking to prohibit the use of the materials transmitted by the Client to Atout France. In this respect, the Client shall be liable for any damages that Atout France may be ordered to pay and/or any compensation to be paid by Atout France under a settlement agreement resolving the dispute. Furthermore, the Client undertakes to bear all costs and expenses, including legal expenses and lawyers' fees.

## 14. LIABILITY

Unless otherwise expressly agreed between the parties, Atout France is subject to a best endeavours obligation. Atout France shall not be held liable for any indirect damage suffered by the Client as a result of the Services, such as, but not limited to, loss of turnover, operating income, profits, savings, business opportunities, investments or data.

In any event, the total liability of Atout France shall never exceed the total amount of the amount paid by the Client to Atout France under the Agreement for which the damage occurred.

If one of the parties fails to fulfil all or part of its obligations, the party affected by this failure shall take the appropriate actions to minimise its loss. In addition, the Client warrants that it is insured against any damage to or loss of the goods entrusted to Atout France for the performance of the Services. If necessary, the Client shall provide Atout France with a certificate of its insurance coverage showing the relevant amounts. The Client shall be liable for any damage to third parties or to Atout France and its employees caused by such goods or its staff.

It is also reminded that Atout France cannot be held responsible for the loss, theft or deterioration of the Clients' equipment (particularly at trade shows or workshops), unless Atout France has previously agreed in the Special Terms and Conditions to take this equipment under its control and custody.

## **15. NON-EXCLUSIVITY**

The Agreement does not exclude or limit in any way the right of Atout France to provide the same or similar Services to any natural or legal person of its choice.

## **16. DURATION / TERMINATION OF SERVICES**

### **16.1. Termination**

The duration of the performance of the Services is defined in writing between the parties. Some Services may be performed successively.

In the event of a breach by one of the parties of one of its obligations, the other party may automatically terminate the relevant Service order and without legal formality, by informing the other party by registered letter with acknowledgement of receipt, if the breach is not remedied within thirty (30) business days after the formal notice.

### **16.2. Consequences of termination**

Within thirty (30) calendar days of the expiry or termination of the Agreement or the Service concerned, for whatever reason, each party undertakes to return to the other all goods or materials belonging to it or previously in its possession or control. However, the Client may retain the Documents Produced and paid for in accordance with the terms of the rights of use granted to it under article 9 hereof.

## **17. GENERAL PROVISIONS**

### **17.1. Subcontracting**

Unless otherwise agreed between the parties, Atout France reserves the right to subcontract the performance of the Services to a third party of its choice. In this case, Atout France shall remain responsible for the proper performance of the Services thus subcontracted.

## **17.2. Force Majeure**

Neither party shall be liable for any delay or other failure to perform its obligations resulting from circumstances or events of force majeure, as defined by the French courts, including, but not limited to, (i) fire or other natural disasters, whether external or internal, strikes or labour disputes, wars, acts of terrorism or other violence, (ii) any legal or regulatory text or administrative decision; or (iii) any computer breakdown, telecommunications or transport blockage and any other event beyond the control of the parties preventing the normal performance of the Agreement.

Each party undertakes to inform the other party as soon as possible in the event of the occurrence of an event of force majeure.

## **17.3. Assignment of the Agreement**

This Agreement may not be assigned in whole or in part, whether free of charge or for consideration, by either party without the prior written consent of the other party. Nevertheless, Atout France may assign this Agreement, by simple notification to the Client, to (i) any legal entity authorised to take over all or part of the activities of Atout France; and (ii) its subsidiaries or companies that it controls.

## **17.4. Waiver**

The failure of either party to rely on a breach by the other party shall not be construed as a waiver of its rights under the Agreement or the law, or as a waiver of any subsequent breach by the other party.

## **17.5. Previous agreement and contractual amendment**

The Agreement supersedes any previous agreement, whether written or oral, concerning its purpose. It may only be amended by a written agreement signed by the parties.

## **17.6. Notification**

Where the Agreement provides for a party to be notified in writing, the notification must be sent by registered letter to the other party.

## **17.7. Independence of the parties**

The parties are independent of each other, and neither party shall act or hold itself out as an agent, partner or representative of the other party.

Accordingly, the parties will not do anything that might mislead a third party in this respect, nor will they make any commitment or offer any guarantee on behalf of the other party and each party will be personally liable for any tax and social security charges arising from its own activity.

## **17.8. Severability**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall not affect the remaining provisions. It shall be amended to the extent necessary to give effect to it, preserving as far as possible the intention of the parties as expressed in the Agreement.

## 17.9. Protection/use of personal data

The data concerning the Member Client collected by Atout France for the purposes of the Services indicated are processed in accordance with the laws and regulations in force, the General Data Protection Regulation (2016/679) and the amended Law n°78-17 dated 21 June 2018.

Atout France, whose registered office is located at 200-216, rue Raymond Losserand - 75014 Paris, acts as data controller for the processing of personal data mentioned in this document.

The files of Atout France or its offices or subsidiaries may only be used for partnership operations (events in France, workshops, etc.), always respecting the application of the most restrictive law in favour of the data subjects. In this case, any sharing of personal data between Atout France and the Member Client is done in compliance with the applicable regulations. Each party is responsible for the processing that it implements on its own initiative. The Member Client receiving personal data files from Atout France undertakes to comply with these regulations before any use of this data. In particular, it undertakes to comply strictly with the duty of transparency with regard to the data subjects, the obligation of fairness and lawfulness of processing and any other applicable regulatory obligations.

Atout France reserves the right to refuse any access to these files or databases. Any file or extract of a file to which Atout France gives access to the Member Client is granted for its exclusive use and may not be assigned or transferred to a third party under any circumstances.

Any file or extract that a Member Client gives to one of the offices of Atout France as part of an operation will be used with the required confidentiality. Atout France has established offices throughout the world in order to fulfil its missions. These offices and subsidiaries are under the responsibility of the Atout France head office in Paris.

In this respect, a data subject who may be identified in an Atout France or a Member Client file has the right to access, delete, oppose or rectify his personal data at any time.

This data subject may contact Atout France at the following address: [contact.rgpd@atout-france.fr](mailto:contact.rgpd@atout-france.fr) or by mail at Atout France - Service Juridique - 200-216, rue Raymond Losserand - 75014 Paris - France.

Each Party shall independently manage its requests to exercise its rights and organise its duty to provide information to data subjects accordingly.

The Information Notices for clients, prospects and partners detail the conditions applicable to the processing of the Client's personal data and his rights. They can be accessed at any time on the Atout France website: information notices under [this link](#).

## 18. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Agreement shall be governed and interpreted in accordance with French law. Any dispute relating to the interpretation, formation, performance or termination of the Agreement shall be subject to a prior attempt at amicable settlement.

If the parties fail to reach an agreement, the dispute will be brought by either party before the competent courts within the jurisdiction of the Paris Court of Appeal, including in the event of ex parte application or multiple defendants.

I, the undersigned

.....

the company's legal representative

.....

acknowledge having read the General Terms and Conditions of Atout France.

Date:

Signature (Preceded by the words "read and approved") and stamp of the company or organisation

**ATOUT FRANCE**

**Economic Interest Grouping**

**Registered office:**

**200-216, rue Raymond Losserand - 75014 Paris**

**Registered in the Paris Trade and Companies Register under number:**

**340 709 211**

**Intra-Community VAT number: FR 39340709211**