



**Tunnel Info Services**

## Conditions of sale

### The tunnel design, construction and safety newsletter

#### **Article 1: Scope**

Subscribing to *The tunnel design, construction and safety newsletter* by filling in and sending the subscription form at [www.tunnelinfo.com/subscribe](http://www.tunnelinfo.com/subscribe) gives rise to an invoice between the subscriber (hereinafter the Subscriber) and Tunnel Info Services, the publisher (hereinafter the Publisher), to which the following conditions of sale apply together with the legal obligations relating to it.

These conditions of sale are designed to inform the Subscriber of the conditions on which the Publisher sells and delivers the newsletter ordered.

Ticking off the Yes box "I read and accept the conditions of sale" signifies the unreserved, unrestricted acceptance from the Subscriber of these conditions of sale.

#### **Article 2: Prerequisite**

Before subscribing, the Subscriber commits not to request any formalities from the Publisher, such as sending a quote, releasing an order number, registering online to be approved as a supplier on any of its vendor platforms, completing any forms or doing any paperwork. The subscription process is simple and direct and can be completed online at [www.tunnelinfo.com/subscribe](http://www.tunnelinfo.com/subscribe) without any previous administrative or corporate requirements from the Subscriber.

The prices available at [www.tunnelinfo.com/subscribe](http://www.tunnelinfo.com/subscribe) serve as a quote.

#### **Article 3: Subscription periods**

Three subscription periods for an unlimited number of subscribers within a same company are proposed (six months, one year and two years), each clearly mentioning the associated price that the Subscriber will pay for the chosen subscription period.

#### **Article 4: Prices**

The prices are given in euros (€) and do not include the value added tax (VAT). The VAT rate that applies is the rate in force in France (20%). This rate is added to the subscription price for French subscribers only. The Publisher is a French company who has the obligation to apply VAT to French subscribers. French companies who are not VAT-registered do not pay VAT.

VAT does not apply to subscribers from the European Union if they are VAT-registered. In that case, they are requested to mention their European VAT number.  
VAT does not apply to companies from anywhere else in the world.

The Publisher reserves the right at all times to modify the prices of the subscription proposed in addition to the range of offers.

#### **Article 5: Order**

As soon as the order has been placed by clicking on the button "Send", it legally binds the Subscriber, who is thus subject, together with the Publisher, to the rights and obligations flowing from the sale.

The Publisher reserves the right to fulfil the order provided the subscription form has been fully, properly filled in.

Whenever a new issue of the newsletter is published, a download link is notified to the Subscriber by electronic mail.

Apart from an order tracking reference number for internal business purposes to be communicated to the Publisher to be mentioned in the invoice, the Subscriber is not entitled to request any data or documents of any kind (administrative, financial, legal, etc.) to the Publisher.

#### **Article 6: Payment**

The newsletter is payable in full by the Subscriber within a maximum of three weeks after sending the subscription form. Unpaid subscriptions are suspended three weeks after sending the subscription form.

The invoice is sent by electronic mail only to the Subscriber. There is no copy sent by postal mail.

The mode of payment placed on tunnelinfo.com is by cheque in euros (for French companies only) or international bank transfer.

#### **Article 7: Cancellation / Refund**

No cancellation or refund is possible after execution of the client's order, i.e. after the Subscriber has sent the subscription form to the Publisher.

No cancellation or refund is possible after payment of the subscription.

The duration of an ongoing subscription cannot be reduced and no refund is possible for the remaining subscription time.

#### **Article 8: Legal notice**

A legal notice box appears in the last pages of the newsletter. The Publisher of *The tunnel design, construction and safety newsletter* intends that the newsletter will be used exclusively by the individual subscriber who paid for the service.

The newsletter contains information that is privileged, confidential and thereby protected from unauthorised disclosure under applicable law. Any disclosure, dissemination, distribution, copying, rewriting or translation of the newsletter, or the use of its contents in any manner, fully or partially, or its sale for an onerous consideration is not authorised and is strictly prohibited.

The Publisher will take legal action against the infringement of this legal notice, in particular copyright violation, plagiarism and unfair competition.

#### **Article 9: Applicable law and jurisdiction**

In case of dispute, the French law and jurisdiction apply.

#### **Article 10: Complaints / Liability**

Complaints relating to the offer or delivery of the newsletter available on tunnelinfo.com should be sent to the Publisher at the address mentioned in article 14.

Owing to the technical specificities of the internet, the Publisher cannot guarantee total availability of its on-line sales service. The Publisher cannot be held responsible for the failure to fulfil or late fulfilment of orders or any resulting damages. Similarly, any liability for damages resulting from the use of the internet is excluded.

#### **Article 11: Data protection / Data transmission / Policy privacy**

Subscribing to the newsletter on the tunnelinfo.com web site requires clients to disclose personal data (for example: name, exact postal address, telephone number, e-mail address, etc.). These data are exclusively made available to the services responsible for checking and filling the order, with due diligence and respect for the provisions that apply to data protection. The Publisher guarantees compliance with this requirement for data security by all the recipients of said data. The personal data collected via the tunnelinfo.com web site will not be transmitted to third parties.

The Subscriber hereby accepts the processing of his/her data according to the conditions stipulated above.

The Publisher is committed to protecting the Subscriber's privacy and complying with the applicable privacy laws (the European Union's General Data Protection Regulation - GDPR). This privacy policy relates to the collection and use of personal data that the Subscriber provides to the Publisher during the course of the subscription process, dealings, interactions or communications with the Publisher.

#### **Article 12: Security**

The personal data are transmitted from the Subscriber's computer to those of the Publisher by means of a specially protected, secure server.

The Subscriber is aware of the fact that an order on the tunnelinfo.com web site takes place through the internet, an open network accessible to all. Despite the use of state-of-the-art security technologies, it is impossible to guarantee absolute security both on the side of the Publisher and that of the Subscriber. The Subscriber is therefore expressly requested to take all the preventive measures necessary to protect his/her personal data.

The data remains stored in the Publisher's computers for such time as is justified by the contractual relationships. The Subscriber may obtain information from the Publisher on the storage of his/her own personal data by submitting a written request together with a copy of personal identification. The request for information must be sent to the Publisher at the address mentioned in article 14.

### **Article 13: Modifications**

The Publisher is entitled to modify these conditions of sale at any time. Modifications enter into force as soon as they appear on the tunnelinfo.com internet site.

The Publisher reserves the right to change or update any information, service or price at all times and without warning.

### **Article 14: Original text**

These conditions of sale exist in English only. The English language is the authoritative text. In the event of discrepancy, the English language cannot be retained as the cause.

### **Article 15: Contact**

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