

## Article 1: Service Operator

**EDEN INITIATIVE, SAS** with a share capital of **4 200** (four thousand two hundred) euros, registered in the Lille TCR under n° **812 904 928**, with registered office at **165 Avenue de Bretagne Euratechnologies, 59000 Lille**

## Article 2 : General conditions of use of the services

he services are accessible, subject to the restrictions provided by the site:

- To any natural person with full legal capacity to commit under these terms and conditions. A natural person who does not have full legal capacity may only access the Site and the Services with the agreement of his or her legal representative;
- Any legal entity acting through a natural person who has the legal capacity to contract in the name and on behalf of the legal entity.

The livin-france.com website and its associated services are accessible at any time, however the legal notices are likely to be regularly modified, users are therefore invited to read them as regularly as possible.

## Article 3 : Acceptance of the general conditions

The acceptance of the present general conditions is materialized by a checkbox in the registration form. This acceptance can only be full and complete. Any conditional acceptance is considered null and void. The user who does not agree to be bound by these terms and conditions must not use the Services.

## **Article 4 : Limitation of responsibility**

EDEN INITIATIVE does not guarantee in any way the obtaining of the Visa via the use of its services and consequently cannot be held responsible for any refusal.

In addition, the user guarantees that all the information he/she gives in the purchase form of the service is exact, up to date and sincere and is not tainted by any misleading character.

Any error in entering the information necessary for the proper conduct of the application for the Visa is not attributable to EDEN INITIATIVE and must be fully assumed by the user who has validated the latter.

The acceptance of the general conditions of sale at the time of the purchase is worth automatic acceptance by the user of all the conditions listed.

## **Article 5: Refund Policy**

The refund policy is clearly stated on the service page. EDEN INITIATIVE commits to refund 50% of the amount of the chosen Visa service in case of Visa refusal, subject to the presentation of the student's official refusal sheet.

The refund is only for the Visa Accompaniment Service, none of the other services offered are affected by this refund policy.

No exceptions to the refund rule will be possible.

In addition, EDEN INITIATIVE reserves the right to refuse a refund in the event of false information or the impossibility of presenting the Visa refusal form.

## Article 6: Terms of payment

The terms of payment of the price of the Services are described on the site and in the contract between Eden Initiative and the Customer.

Payment is made by direct debit using the User's credit card number or by bank transfer.

The direct debit is implemented by the payment provider designated on the site (Stripe), which alone retains the User's bank details for this purpose. Eden Initiative does not keep any bank details.

The user guarantees Eden Initiative that he has the necessary authorizations to use the chosen method of payment. The User undertakes to take the necessary measures to ensure that the price of the Services can be debited automatically.

## Article 7: Personal data

The User acknowledges and expressly accepts :

- That the data collected on the site and on Eden Initiative's computer equipment are proof of the reality of the operations carried out in the context of the present contract;
- That these data constitute the only mode of proof accepted between the parties, notably for the calculation of sums due to Eden Initiative.

The user can access this data in his Personal Space.

The site also has a section on its [privacy policy](#).

## Article 8 : Prohibited behaviors

It is strictly prohibited to use the Services for the following purposes:

- engaging in illegal, fraudulent activities or activities that infringe on the rights or safety of others,
- undermining public order or violating laws and regulations in force,
- intrusion into the computer system of a third party or any activity of a nature to harm, control, interfere with, or intercept all or part of the computer system of a third party, violate its integrity or security,
- sending unsolicited emails and/or commercial solicitations,
- manipulations intended to improve the referencing of a third site,
- aiding or abetting, in any form or manner whatsoever, one or more of the acts and activities described above,
- and more generally any practice that diverts the Services to purposes other than those for which they were designed.

It is strictly forbidden for Users to copy and/or divert for their own purposes or those of third parties the concept, technologies or any other element of the **Eden Initiative** site.

It is also strictly forbidden: (i) any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Services, (ii) any intrusions or attempted intrusions into **Eden Initiative's** systems, (iii) any misappropriation of the site's system resources, (iv) any actions likely to impose a disproportionate burden on the latter's infrastructure, (v) any infringement of security and authentication measures, (vi) any act likely to infringe the rights and financial, commercial or moral interests of **Eden Initiative** or of the users of its site, and finally more generally (vii) any breach of these general conditions.

## Article 9: Intellectual Property

The systems, software, structures, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, brands, databases, etc.) used by Eden Initiative within the site are protected by all intellectual property rights or database producers' rights in force. All disassembling, decompiling, decrypting, extracting, reusing, copying and more generally, all acts of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of Eden Initiative are strictly forbidden and may be subject to legal proceedings.