

## **General terms and conditions of use and sale of Teleservice « Consult or purchase RCI information »**

**Last update date: 04/12/2023**

### **Legal Notice**

This Teleservice "Consult or purchase RCI information" is operated by the State of Monaco, Trade and Industry Directory Department.

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### **General conditions of use and general conditions of sale**

#### **PREAMBLE**

These general terms and conditions of use and sale (hereinafter the "GTC/SGC") apply to the terms and conditions of access to and use of the Teleservice "Consult or purchase information from the RCI" implemented by the Trade and Industry Directory Department (hereinafter the "RCI"), as well as to the use of information from the Principality of Monaco's Trade and Industry Directory Department maintained by the Economic Development Department.

This Directory is compiled from information provided by the Economic Development Department (hereinafter referred to as "EED"), based on the declarations of the managers and/or representatives of companies subject to registration.

These GTC/SGC apply during the process of purchasing official document(s) available on the Teleservice. They are accepted after the document has been fully processed and the user has entered his/her bank details.

For the simple user consulting free information, the simple use of the Teleservice implies acceptance of the GTC/SGC.

The User thus confirms that he/she has read and understood all of these conditions before using the Teleservice and undertakes to respect them.

In accordance with article 46 paragraph 2 of Sovereign Order 3.413 of 29th August 2011 on various measures relating to the relationship between the Administration and the constituent, the terms and conditions of use of the Teleservice that may be invoked against the User are those that are accessible electronically on the day the User uses said Teleservice.

The GTC/SGC are applicable during the entire period of use of the Teleservice.

The Administration reserves the right to modify these GTC/SGC at any time, particularly in the event of a change in the procedures offered by the Trade and Industry Directory Department ("RCI"). The amended GTC/SGC shall come into force as soon as they are published on the Teleservice and shall prevail over any other version.

In accordance with the provisions of Article 43 paragraph 2 of Sovereign Order 3.413 of 29 August 2011 on various measures relating to the relationship between the Administration and the citizen, the creation of this Teleservice shall not have the effect of removing the possibility for the User to carry out the procedure by a means other than the Teleservice.

The User may at any time renounce the use of the Teleservice, but is responsible for its previous use. To carry out the procedure by another means than the Teleservice, the User must send his request by post or by going to the counter of the Economic Development Department.

When the GTC/SGC are updated, their new version must be accepted once again by the User purchasing one or more Official Documents available on the Teleservice. The User is nevertheless advised to regularly refer to the latest version of the GTC/SGC available on the Teleservice to be sure of the applicable version of the document. The latest version of the GTC/SGC can be downloaded on a durable medium by clicking on the "Legal information" link at the bottom of the Teleservice page.

For any technical information or complaint, the User is invited to use the contact form available on the Teleservice.

## **ARTICLE 1 - DEFINITION**

The following words and expressions beginning with a capital letter, in the singular or plural, are used herein with the following meaning:

**"Administration"**: means the Government of Monaco/ Economic Development Department ("D.E.E") and in particular the Répertoire du Commerce et de l'Industrie ("RCI");

- **"ACPR"**: means the acronym for Autorité de Contrôle Prudentiel et de Résolution, an institution integrated into the Banque de France, responsible for supervising the activity of banks and insurance companies in France;
- **"Strong authentication"**: means an identity verification system designed to strengthen the security of online payment transactions;
- **"Personal Account"**: refers to the account created by the User to access MonGuichet.mc ;
- **"General Terms and Conditions of Use and Sale" or "GTC/SGC"**: refers to the present document;
- **"Documents"**: means the official and certified documents available on the Teleservice for a fee, namely, extracts of Monegasque companies from the entries in the Trade and Industry Register;

- **"Personal data" or "Personal data" or "Nominative information"**: means any information relating to an identified or identifiable natural person ("data subject"). An "identifiable natural person" is any natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity;
- **"PSD2"**: means the Second Payment Services Directive which introduces, inter alia, security standards for online payments to enhance the security of banking transactions;
- **"PCI DSS"**: means the Payment Card Industry Data Security Standard, which defines a data security standard applicable to the various players in the electronic payment chain;
- **"Teleservice"**: means this Teleservice relating to the 'Consult or purchase ROI information' procedure;
- **"Payment Service Provider"**: means an entity authorised by the Autorité de Contrôle Prudentiel et de Résolution (for Monaco) and regulated by the European Directive PSD2 (which also applies to Monaco) to offer online payment services;
- **"Validation Transaction"**: means, in the context of online payment, the step allowing the validity of the bank card provided by the User to be verified and registered for subsequent payment;
- **"Debit Transaction"**: refers, in the context of online payment, to the step allowing the actual payment of the rights of the procedure. The Debit Transaction is always preceded by the Validation Transaction;
- **"User"**: means any person (including the Individual User and the Professional User) who visits one or more pages of the Teleservice, whether to consult the information available free of charge or to purchase one or more of the Official Documents available and/or to benefit from any service (free of charge or subject to a charge) deployed by the Economic Development Department ("EED") from the Teleservice. The User may be an Individual User or a Professional User, i.e. any natural or legal person, public or private, who is acting for purposes relating to his commercial, industrial, craft or agricultural activity, including when he is acting in the name or on behalf of another professional.

## **ARTICLE 2 - PURPOSE**

The purpose of these General Terms and Conditions of Use and General Terms and Conditions of Sale is to specify the conditions under which the User uses the Teleservice implemented by the Economic Development Department through the service dedicated to the Trade and Industry Directory Department for the "Consult or purchase RCI information" procedure and the "Online payment" functionality allowing the User to purchase one or more official documents.

## **ARTICLE 3 - ACCESS TO THE TELESERVICE**

The User acknowledges that access to the Teleservice requires compliance with all of the provisions defined in these clauses.

The consultation of the Teleservice is accessible free of charge for the User with an Internet access. Any costs related to access to the Teleservice (hardware, software or internet access costs) are exclusively at the User's expense. They cannot give rise to any reimbursement by the Administration.

The User is solely responsible for the proper functioning of his computer equipment and his Internet access.

The Teleservice comprises a part accessible to all Users and a part accessible only to members and/or subscribers.

The purchase of Documents within the said Teleservice is made following the identification of the User via a personal and/or professional Account available on the site MyDesk.mc, to be created if necessary on the corresponding Teleservice.

The User undertakes to immediately notify the Administration of any unauthorised use of his/her personal Account. The Administration shall not be held responsible for any damage caused by the use of the User ID and password by an unauthorised third party.

The Administration reserves the right to refuse access to the Teleservice unilaterally and without prior notice to any User who does not comply with these GTC/SGC.

The Administration reserves the right to cancel, without prior notice or compensation of any kind, any access to the Teleservice that is the object of an illicit use or of an act infringing the rights of the Person and more generally the interests of third parties.

For information purposes and without any commitment on the part of the Administration, the Teleservice is accessible 24 hours a day, 7 days a week, except in cases of force majeure, fortuitous event or the act of a third party, such as those usually accepted and defined by the case law of the Monegasque courts. Likewise, the Administration reserves the right to interrupt the Teleservice for maintenance or updating purposes or for any other reason without having to justify this.

Consequently, the Administration is not bound by any obligation of result concerning the accessibility of the Teleservice, and is in no way responsible for interruptions and the consequences that may result from them.

#### **ARTICLE 4 - COMMITMENT REGARDING THE USE OF THE TELESERVICE AND ITS CONTENT**

The Administration reserves the right to suspend, interrupt or limit access to all or part of the Teleservice at any time and for any period of time (including any permanent cessation) without prior notice. The User is informed that the Administration may terminate or modify the characteristics of the Teleservice at any time and without notice.

The User undertakes not to commit any illicit or fraudulent act on this Teleservice.

The User undertakes to enter all the data required to complete the procedure under his/her sole responsibility, control and direction and undertakes to provide complete, accurate and up-to-date information and not to impersonate any third party.

In particular, in the context of online payment, the User may pay for Official Documents on his own behalf or on behalf of a third party (in particular, agents).

These General Terms and Conditions of Use and Sale prohibit any act that may contribute to tarnishing the name and/or image of the State of Monaco, or that may damage, overload, disable, discredit or defeat the Teleservice.

In particular, the following is prohibited: the transmission, by electronic mail or by any other means, of content serving the purpose of persecution, harassment, defamation, discrimination, insults, or any other dissemination of information or opinion of a personal nature on one or more individuals or infringing on the rights of the person or of minor users.

Correspondence must always be courteous and comply with the basic rules of politeness.

#### **ARTICLE 5 - PRINCIPLES AND CONDITIONS OF ONLINE PAYMENT**

Online payment for the Documents of the "Consult or purchase RCI information" procedure is made exclusively by CB, MASTERCARD and VISA bank cards and in euro currency.

The User may simultaneously pay for several official Documents of the "Consult or buy RCI information" procedure.

Payment is due when the order is placed, using two sequential steps.

Firstly, a "Validation" Transaction is used to check the validity of the bank card provided by the User; this step, carried out with the provision of bank card information by the User, takes place at the end of the procedure and enables a purchase to be finalised.

In a second step, a "Payment" Transaction enables the actual payment of the Documents of the procedure; this step is carried out after the "Validation" Transaction.

The "Validation" Transaction involves a "strong authentication" procedure in accordance with the second Payment Services Directive (PSD2), (EU) 2015/2366 of 25 November 2015.

In order to carry out the strong authentication during the "Validation" Transaction, the identification data (first name, last name, etc.) of the holder of the personal account of the connected Teleservice are provided to the Payment Service Provider.

The bank card information (full number, name of the holder, expiry date and security code) is processed directly by the Payment Service Provider; the number and verification code of the bank cards used are never known or kept by the Teleservice. Consequently, the Administration accepts no liability in the event of the User's banking information being compromised, for example, due to fraudulent use of a bank card or a security breach for which the Payment Service Provider is responsible.

The User thus undertakes to enter the data required for online payment under his full responsibility, control and direction and undertakes to provide complete, accurate and up-to-date information and not to impersonate any third party. In particular, only the holder of a bank card is authorised to provide and use this bank card information for payment purposes.

The complete secure management of the online payment is entrusted to the Payment Service Provider LYRA - [www.Lyra.com](http://www.Lyra.com). LYRA is a PCI DSS-compliant online payment solution and is ACPR-approved.

The general data retention policy of LYRA is available at [www.lyra.com/fr/guides/charte-rgpd/](http://www.lyra.com/fr/guides/charte-rgpd/).

#### **ARTICLE 6 - CHARACTERISTICS OF THE SERVICE AND PRICES**

The User can order different Documents on the Teleservice, these Documents are prepared by the department dedicated to the Trade and Industry Directory Department ("RCI") of the Economic Development Department ("EDD"), according to the typology and cost established by the competent authorities. The details of the Documents and their cost are shown on the Teleservice and are identified before any order is placed by the User.

The tariff of the Document on the day of the order is the only one applicable.

All the characteristics of the Teleservice may vary according to the evolution of the missions of the Economic Development Department, and the legislative and regulatory provisions applicable to it, but also according to the nature of the information provided by the managers or agents of companies subject to registration or ex officio or any other source of information.

The fees for the documents issued by the Trade and Industry Directory Department are set by regulation.

At present, the current fee schedule is accessible via the following link, subject to updates implemented in the Teleservice: [https://service-public-entreprises.gouv.mc/content/download/508091/5815267/file/TARIFS\\_RCI.pdf](https://service-public-entreprises.gouv.mc/content/download/508091/5815267/file/TARIFS_RCI.pdf).

### **ARTICLE 7 - PLACING AN ORDER**

The User undertakes to enter the data required for the online order under his or her full responsibility, control and direction and undertakes to provide complete, accurate and up-to-date information and not to impersonate any third party.

The ordering process is as follows:

- From the Teleservice homepage, the User can search for the Document(s) he/she wishes to order, select it (them) and add it (them) to his/her shopping cart by clicking on the "Add to cart" button;
- The Document(s) selected is (are) included in the "My Basket" section and the amount due by the User is displayed;
- The User then validates the "Proceed to payment" button or by going directly to "My Basket";
- A summary of the order is displayed showing each Document selected, the price of each Document ordered and the total price of the order;
- The User has the possibility to modify or delete his/her choice by clicking on the icons provided for this purpose;
- The User must validate by clicking on the "Next Step" button;
- The User connects via their existing personal Account or creates a personal Account by clicking on the "Connect via Monguichet.mc" button. Once connected, the User clicks on the "Next Step" button;
- The User must then fill in the "Billing Information Sheet" on which he/she will indicate all the requested contact information. Once the necessary information has been filled in, the User clicks on the "Next Step" button;
- The User validates the General Terms and Conditions of Sale after a complete reading of them, then clicks on the "I accept the General Terms and Conditions of Sale" button;
- The User fills in his credit card information and validates;
- At any time, prior to the purchase, the User has the option of identifying and correcting any errors made when entering his/her information;
- If the User notices an error after purchasing the document(s), he/she must contact the Administration using a contact form.

For information, the GTC/SGC can be downloaded on a durable medium by clicking on the "Legal Information" link within the said Teleservice.

The User has the possibility of accessing his orders via the heading "History of my Purchases".

## **ARTICLE 8 - ORDER CONFIRMATION AND DELIVERY**

Once the order has been confirmed, the Teleservice automatically delivers and makes available to the User :

- All the Official Documents purchased, which can be downloaded individually or in groups in PDF format.
- An invoice for the order including the invoice itself and the credit card payment summary, downloadable in PDF format in a single document.

All the documents, issued in PDF format, are signed by an electronic seal.

The electronic seal identifies the creator and guarantees the integrity of the data.

The admission and admissibility of an electronic seal as evidence in court may not be refused solely on the grounds that the seal is in electronic form or that it does not meet the requirements of a qualified electronic seal.

The electronic seal benefits from a presumption of data integrity and accuracy of data origin until proven otherwise when it implements an advanced electronic seal established through a qualified electronic seal creation device and when the validation of this seal is based on the use of a qualified electronic seal certificate, under conditions set out in a ministerial order.

The order invoice shall contain the following information

- The order reference,
- The identity of the buyer,
- The buyer's address,
- The date of purchase,
- The list of documents purchased,
- The amount of the order.

Within the payment summary ticket are :

- Date of the transaction,
- Time of the transaction,
- Anonymised card number,
- Transaction type,
- Transaction number,
- Authorisation number,
- Merchant ID.

## **ARTICLE 9 - INTELLECTUAL PROPERTY**

### **ARTICLE 9.1 - Ownership of the Teleservice**

All elements of the Teleservice are and remain the exclusive intellectual property of the Administration.

All the rights attached to any content published on this Teleservice are the exclusive property of the Administration, unless otherwise stated, assigning ownership to a third party. This includes, but is not limited to, all texts, comments, titles, names, photographs, sounds, images, data, drawings, animated sequences with or without sound, videos, functionalities and graphic charts and are protected by the legal provisions in force relating to copyright protection in Monaco.

Any form of use, representation, transformation, reproduction, adaptation or dissemination, in whole or in part, of any element or content of this Teleservice on any medium and by any process whatsoever is prohibited, unless expressly authorised by the Administration, and constitutes a criminal offence punishable by the Monegasque Courts and Tribunals.

The trademarks and/or logos owned by the Administration and appearing on the Teleservice are trademarks protected by the legal provisions applicable in Monaco. Any reproduction, in whole or in part, without the authorisation of the owner constitutes an offence punishable by the Monegasque Courts and Tribunals.

#### ARTICLE 9.2. Ownership of information

The information contained in the Teleservice, resulting from entries in the Trade and Industry Register, is the property of their respective owners. The User is prohibited from taking any action to appropriate or attempt to appropriate any information or content of the files, in particular with a view to creating a documentary database or to reconstituting all or part of the original files. The right of use enjoyed by the User includes the viewing of information on screen and the copying of Documents accessible on request, in return for payment. It is exclusively reserved for private use and does not confer any reproduction or redistribution rights, particularly for commercial purposes.

Any use of the information obtained to constitute a database for commercial purposes is prohibited. The extraction and re-use of all or part of the content of the information contained in the Teleservice or the Trade and Industry Directory Department on another medium, by any means and in any form whatsoever, is prohibited.

### **ARTICLE 10 - LIABILITY**

#### ARTICLE 10.1 Responsibility of the User

The User is solely responsible for the steps he/she takes, the use he/she makes of the Teleservice and the direct or indirect consequences of this use. The User must use the Teleservice in accordance with the regulations in force and in particular the recommendations of the Commission de Contrôle des Informations Nominatives (ccin.mc). Under no circumstances may the Administration be held responsible for any damage of any nature whatsoever resulting from the use of the information provided. The User guarantees the Administration against any request, claim, demand and/or recourse of any kind, resulting from any violation of these stipulations. The Teleservice must not be used in an abusive or malicious manner.

In general, the User undertakes to use the Teleservice:

- In compliance with the laws, the Monegasque regulations, the rights of third parties and in compliance with intellectual property rights;
- In a loyal manner and in accordance with its purpose;
- Under his exclusive responsibility.

The User of the Teleservice is bound to respect these General Terms and Conditions of Use and Sale and shall refrain from using or attempting to use the Teleservice and its functionalities for purposes other than those provided for herein.



The User is invited to report any problem or content that appears to be illicit, offensive, shocking or not in accordance with morality by using the contact form on the said Teleservice. In such cases, the Administration may take any action it deems necessary in the event of unauthorised or illicit use of its Teleservice.

#### ARTICLE 10.2 Liability of the Administration

The User acknowledges and accepts that the Administration may not be held liable for the Teleservice, in particular in the event of intrusion, alteration or misappropriation of data or the network and any illicit or prejudicial use of the User or a third party.

The Administration shall not be held liable to the User for damages of any kind, direct or indirect, resulting from the use of the Teleservice, nor from its unavailability.

Furthermore, the Administration cannot be held responsible for delays or failures due to force majeure or to an event beyond their control, or due to the User or a third party.

The Administration endeavours to keep the information published on this Teleservice up to date and accurate, but declines all responsibility for the use of erroneous or obsolete information.

#### ARTICLE 11 - SECURITY OF THE TELESERVICE

The Teleservice requires a sufficiently fast Internet configuration as well as equipment and material means to access and browse the Teleservice. The User is aware of the risks inherent to the use of the Internet and accepts the limits and risks.

The Administration shall make its best efforts to secure the Teleservice with regard to the risks incurred and the nature of the data processed.

The User is prohibited from fraudulently accessing or remaining in all or part of the Teleservice, from deleting or modifying the data contained in the Teleservice, from fraudulently introducing data, from altering the Teleservice or from disrupting its proper functioning.

The User undertakes not to attempt to modify or manipulate the pages of the Teleservice in such a way as to conceal, divert or modify them.

It is strictly forbidden: (i) to reproduce, modify, adapt, alter the Teleservice and/or its content; (ii) to access or seek to access the source code of the Teleservice, using decompilation techniques, reverse engineering or any other means whatsoever; (iii) to make available or transmit parts of the Teleservice or of the content whose access is restricted to third parties; (iv) use the Teleservice for any unlawful purpose, and as such, the User agrees not to include any false, incomplete or inaccurate information, viruses, Trojan horses, worms, time bombs or any other programs designed to damage, adversely affect, intercept or defeat any system, Data or personal information.

The User must have a secure connection or network, an antivirus, an updated operating system to prevent as much as possible the Administration from any damage related to an unsecured use of the Teleservice. The User undertakes to take all appropriate measures to protect his data and equipment, he is responsible for the security of his data and his network which he uses at his own risk.

In the event that the User becomes aware of an event that may affect the security of the Teleservice, such as an error, fault, malfunction, intrusion, loss of data, vulnerability or irregularity, he/she is invited to contact the Administration immediately using the contact form on the said Teleservice.

## **ARTICLE 12 - PROTECTION OF PERSONAL DATA**

In accordance with the provisions applicable to the protection of personal data in the Principality of Monaco, the personal data collected through this Teleservice is collected by the Administration (Economic Development Department/Trade and Industry Directory Department) which acts as the data controller.

### **ARTICLE 12.1 Purpose of processing**

Within the framework of the operation of this Teleservice, the Administration uses personal data processing for the purpose of "Allowing the consultation of information and the purchase of extracts from the Trade and Industry Directory Department by electronic means".

In particular, this processing allows the User to:

- Consult free public information on Monegasque companies online;
- Purchase certified documents on Monegasque companies online;
- Make one or more purchases of Certified Documents for themselves or for a third party;
- Provide bank card information for the payment of Documents;
- Access the Teleservice and its purchase history.

### **ARTICLE 12.2 Justification for processing**

The processing falls within the framework of the Administration's missions (Ordinance No. 11.986 of 02/07/1996 creating the Directorate of Economic Development). It is justified by the legitimate interests pursued by the Administration:

- To propose to the Users to carry out and pay their certified documents/information by a modern, ecological, economic and secure means;
- To simplify administrative procedures for Users by enabling them to carry out their procedures electronically without having to travel in accordance with Sovereign Order 3.413 of 29 August 2011 relating to various measures concerning relations between the Administration and the constituent.

In addition, access to the Teleservice via Monguichet.mc is subject to Users' prior consent to the processing of their Personal Data by means of a checkbox available when registering/creating a Personal Account.

### **ARTICLE 12.3 Mandatory nature of the information requested or collected**

Some of the information collected in the context of the Teleservice is mandatory and is necessary, on the one hand, to process and pay for the Documents and, on the other hand, to be able to respond to any request or question from the User (e.g. first name, surname, postal address, etc.). If the compulsory information in the form is not provided (information followed by an \*), the request to the Administration cannot be completed.

### **ARTICLE 12.4 Identity of the recipients**

The personal data processed within the framework of the Teleservice functionalities are intended for the Administration and shall not be communicated for commercial or advertising purposes.

The Administration undertakes not to communicate them to third parties, except in the cases provided for by law. The personal data collected shall also be communicated only to authorised personnel of the State of Monaco (Digital Services Department and Information Systems Department), in strict compliance with the applicable provisions and within the framework of support and maintenance missions.

In order to carry out the strong authentication during the "Validation" Transaction, the identification data (first name, surname) of the holder of the personal account of the connected Teleservice is provided to the Payment Service Provider.

The credit card information (full number, name of the holder, expiry date and security code) is processed directly by the Payment Service Provider; the number and verification code of the credit cards used are never known or kept by the Teleservice.

LYRA's general data retention policy is available on the link [www.lyra.com/fr/guides/charte-rgpd/](http://www.lyra.com/fr/guides/charte-rgpd/).

#### ARTICLE 12.5 Users' rights to their Personal Data

In accordance with the provisions applicable to the protection of Personal Data in the Principality of Monaco, the persons concerned by this processing have a right of access to the Personal Data concerning them, a right of opposition if necessary, as well as the right to request that inaccurate, incomplete or outdated data be rectified, updated or deleted.

In order to exercise these rights or for any questions regarding the processing of their Personal Data within the framework of the Teleservice, the User may make a written request using the contact form available on the Teleservice or by post to Economic Development Department, 9 rue du Gabian, MC 98000 MONACO, specifying the subject of the request, as well as his/her first and last name.

To ensure the confidentiality of the reply and to ensure that only the person concerned by the data is replied to, proof of identity, in black and white, may be requested from the applicant.

If the person who has exercised his/her rights considers, after having contacted the Administration, that his/her rights have not been respected, he/she may lodge a complaint with the Commission for the Control of Personal Information (ccin.mc).

#### ARTICLE 12.6 Security of processing

The State of Monaco shall take the appropriate physical, technical and organisational measures to ensure the security and confidentiality of Personal Data, in particular with a view to protecting it against loss, accidental destruction, alteration and unauthorised access.

#### ARTICLE 13 - HYPERTEXT LINKS

The creation of hypertext links to this Teleservice is not subject to any prior authorisation from the Administration and is authorised for any medium, with the exception of those disseminating information of a controversial, pornographic or xenophobic nature or which may, to a greater extent, offend the sensibilities of the general public. The explicit mention of the State of Monaco in the title of the link is desired. The Administration reserves the right to request the removal of any existing links that contravene the purpose of the Teleservice.

The Administration's Teleservice may contain hypertext links to external sites. The Administration does not control these sites and cannot be held responsible in any way whatsoever for the content published on these external sites.

The Administration cannot be held responsible for any damage or loss resulting from or in connection with the use of these external sites. Teleservice Users are fully responsible for and bear the risks associated with the use of these external sites. No liability can be claimed from the Administration.

Any Teleservice User is invited to contact the Administration in the event of a malfunctioning link by using the contact form on the said Teleservice.

#### **ARTICLE 14 - GENERAL**

The titles are given for information only. They have no contractual value.

In the event of difficulty of interpretation between the titles of the articles and the text of their content, the text of the articles shall take precedence.

If any of the provisions of these terms and conditions are or become null and void with regard to a present or future legal provision, they shall be deemed to be unwritten without affecting the validity of the other provisions of these terms and conditions.

No tolerance on the application of the stipulations of the GTC/SGC can be interpreted as a renunciation to take advantage of it later.

#### **ARTICLE 15 - LANGUAGE**

The GTC/SGC are written in French and English. Only the French version shall be deemed authentic in the event of a conflict of interpretation between the different language versions; the French version of the GTC/SGC is available on the said Teleservice.

#### **ARTICLE 16 - COMPETENT JURISDICTION**

Any dispute relating to the use of the Teleservice is subject to Monegasque law and the Monegasque Courts shall have sole jurisdiction.

In the absence of an amicable settlement, in the event of a dispute relating to the interpretation, formation, validity or execution of the GTC, the Users give express and exclusive jurisdiction to the competent courts of the Principality of Monaco, notwithstanding multiple defendants.