

Legal notice and privacy policy

The UP-NETWORK association, concerned about the rights of individuals, particularly with regard to automated processing and in a desire for transparency with its customers, has established a policy covering all such processing, the purposes pursued by the latter as well as the means of action available to individuals so that they can best exercise their rights.

For any further information on the protection of personal data, we invite you to consult the site: <https://www.cnil.fr/>

By continuing to browse this site, you accept without reservation the following provisions and conditions of use.

The version of these terms of use currently online is the only one that can be enforced during the entire period of use of the site and until a new version replaces it.

Article 1 - Legal notice

1.1 Site (hereinafter "the Site") :

UP-NETWORK.CLOUD (Subsidiary of UP-NETWORK)

1.2 Publisher (hereinafter "the Publisher") :

The UP-NETWORK association, registered with the Annecy prefecture under the number W743006654

whose head office is located at: 17 Rue de Genève 74100 ANNEMASSE

telephone number: +33756877352

e-mail address: sales@yaturo.ovh

represented by Ylan Moret, President

1.3 Host (hereinafter "the Host") :

UP-NETWORK.CLOUD (Subsidiary of UP-NETWORK) is hosted by UP-NETWORK - SWITZERLAND, whose registered office is located at 37 Av. Jeandin 1226 - GENEVA - SWITZERLAND.

Article 2 - Access to the site

Access to and use of the site is strictly for personal use. You undertake not to use this site and the information or data contained therein for commercial, political or advertising purposes or for any form of commercial solicitation, in particular the sending of unsolicited e-mails.

Article 3 - Content of the site

All trademarks, photographs, texts, comments, illustrations, animated or non-animated images, video sequences, sounds, as well as all computer applications that may be used to operate this site and more generally all elements reproduced or used on the site are protected by the laws in force with regard to intellectual property.

They are the full and complete property of the publisher or its partners. Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent of the publisher, is strictly prohibited. The fact that the publisher does not initiate proceedings as soon as it becomes aware of such unauthorised use does not constitute acceptance of the said use and waiver of proceedings.

Article 4 - Management of the site

For the proper management of the site, the publisher may at any time:

- suspend, interrupt or limit access to all or part of the site, reserve access to the site, or to certain parts of the site, to a specific category of Internet users

- delete any information that could disrupt the operation of the site or that contravenes national or international laws

- suspend the site in order to update it.

Article 5 - Responsibilities

The publisher cannot be held responsible for any failure, breakdown, difficulty or interruption in operation, preventing access to the site or to any of its functions.

The equipment you use to connect to the site is under your sole responsibility. You must take all appropriate measures to protect your equipment and your own data, in particular from viral attacks via the Internet. You are also solely responsible for the sites and data you consult.

The publisher cannot be held responsible in the event of legal proceedings against you:

- due to the use of the site or any service accessible via the Internet;
- as a result of your failure to comply with these general conditions.

The publisher is not responsible for any damage caused to you, to third parties and/or to your equipment as a result of your connection to or use of the site, and you waive any action against the publisher as a result.

If the publisher is the subject of amicable or legal proceedings as a result of your use of the site, he may take action against you to obtain compensation for all damages, sums, sentences and costs that may arise from these proceedings.

Article 6 - Hyperlinks

The establishment by users of any hypertext links to all or part of the site is authorised by the publisher. Any link must be withdrawn on simple request from the publisher.

Any information accessible via a link to other sites is not published by the publisher. The publisher has no rights whatsoever to the content of such links.

Article 7 - Data collection and protection

Your data is collected by the UP-NETWORK association.

Personal data means any information relating to an identified or identifiable natural person (data subject); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to a name, an identification number or one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity.

The personal information that may be collected on the site is mainly used by the publisher for the management of relations with you, and if necessary for the processing of your orders.

The personal data collected are the following:

- name and surname
- address
- e-mail address
- telephone number
- IPv4/v6
- financial data: as part of the payment for the products and services offered on the Platform, the Platform records financial data relating to the user's credit card.

Article 8 - Right of access, rectification and removal of your data

In accordance with the regulations applicable to personal data, users have the following rights

- the right of access: they may exercise their right of access, in order to know the personal data concerning them, by writing to the e-mail address mentioned below. In this case, before implementing this right, the Platform may request proof of the user's identity in order to verify its accuracy;
- the right of rectification: if the personal data held by the Platform are inaccurate, they can request that the information be updated;

- the right of deletion of data: users may request the deletion of their personal data, in accordance with applicable data protection laws;
- the right to restrict processing: users may request the Platform to restrict the processing of personal data in accordance with the assumptions set out in the GDPR;
- the right to object to the processing of data: users may object to their data being processed in accordance with the assumptions set out in the GDPR;
- the right to portability: they can request that the Platform return the personal data they have provided to them for transmission to a new Platform.

You can exercise this right by contacting us at the following address
support@yaturu.ovh

All requests must be accompanied by a photocopy of a valid, signed identity document and must state the address at which the publisher can contact the applicant. A reply will be sent within one month of receipt of the request. This one month period may be extended by two months if the complexity of the request and/or the number of requests so requires.

In addition, and since the law n°2016-1321 of 7 October 2016, people who so wish, have the possibility to organise the fate of their data after their death. For more information on the subject, you can consult the CNIL website: <https://www.cnil.fr/>.

Users can also file a complaint with the CNIL on the CNIL website: <https://www.cnil.fr>.

We recommend that you contact us first before filing a complaint with the CNIL, as we are at your disposal to resolve your problem.

Article 9 - Use of data

The personal data collected from users is intended to provide the Platform's services, improve them and maintain a secure environment. The legal basis for the processing is the execution of the contract between the user and the Platform. More specifically, the uses are as follows:

- access and use of the Platform by the user;
- management of the operation and optimisation of the Platform;
- implementation of user support;
- verification, identification and authentication of data transmitted by the user;
- personalising services by displaying advertisements according to the user's browsing history and preferences;
- prevention and detection of fraud, malicious software and management of security incidents
- management of possible disputes with users;
- sending commercial and advertising information, according to the user's preferences;
- organising the conditions of use of the Payment Services.

Article 10 - Data retention policy

The Platform retains your data for as long as is necessary to provide you with its services or support.

To the extent reasonably necessary or required to satisfy legal or regulatory obligations, resolve disputes, prevent fraud and abuse, or enforce our terms and conditions, we may also retain some of your information as necessary, even after you have closed your account or we no longer need it to provide our services to you.

Article 11 - Sharing of personal data with third parties

Personal data may be shared with third party companies exclusively in the European Union, in the following cases:

- when the user uses the payment services, for the implementation of these services, the Platform is in relation with third party banking and financial companies with which it has contracts;
- when the user publishes publicly accessible information in the free comment areas of the Platform;

- when the user allows a third party's website to access his/her data;
- when the Platform uses service providers to provide user support, advertising and payment services. These service providers have limited access to the user's data in order to provide these services and are contractually obliged to use it in accordance with the provisions of the applicable regulations on the protection of personal data;
- if required by law, the Platform may transmit data to pursue claims against the Platform and to comply with administrative and judicial proceedings.

Article 12 - Offres commerciales

You may receive commercial offers from the publisher. If you do not wish to do so, please click on the following link:

sales@yaturo.ovh.

Your data may be used by the publisher's partners for commercial prospecting purposes. If you do not wish this, please click on the following link: sales@yaturo.ovh.

If, when consulting the site, you access personal data, you must refrain from any collection, any unauthorised use and any act that could constitute an attack on the private life or reputation of individuals. The publisher accepts no responsibility in this respect.

The data is stored and used for a period of time in accordance with the legislation in force.

Article 13 - Cookies

What is a "cookie"?

A "cookie" or tracer is an electronic file deposited on a terminal (computer, tablet, smartphone, etc.) and read, for example, when consulting a website, reading an e-mail, installing or using software or a mobile application, regardless of the type of terminal used (source: <https://www.cnil.fr/fr/cookies-traceurs-que-dit-la-loi>).

The site may automatically collect standard information. Any information collected indirectly will only be used to track the volume, type and pattern of traffic using this site, to develop the design and layout of the site and for other administrative and planning purposes and generally to improve the service we offer you.

Where appropriate, "cookies" from the site editor and/or third party companies may be placed on your terminal, with your consent. In this case, the first time you browse this site, a banner explaining the use of cookies will appear. Before continuing to browse, the client and/or prospect must accept or refuse the use of said "cookies". The consent given will be valid for a period of thirteen (13) months. The user has the possibility to deactivate the cookies at any time.

The following cookies are present on this site:

Google cookies:

- Google analytics: allows to measure the audience of the site; - Google tag manager: facilitates the implementation of tags on the pages and allows to manage the Google tags; - Google AdSense: Google's advertising agency using websites or YouTube videos as a support for its ads; - Google Dynamic Remarketing: allows to offer you dynamic advertising based on previous searches; - Google Adwords Conversion: tool for monitoring adwords advertising campaigns; - DoubleClick: Google's advertising cookies to display banners.

These cookies have a lifespan of thirteen months.

Article 14 - Photographs and representation of products

The photographs of products, accompanying their description, are not contractual and do not bind the publisher.

Article 15 - Applicable law

The present conditions of use of the site are governed by French law and are subject to the jurisdiction of the courts of the publisher's registered office, subject to a specific attribution of jurisdiction arising from a particular legal or regulatory text.

Article 16 - Contact us

For any question, information on the products presented on the site, or concerning the site itself, you can leave a message at the following address: sales@yaturu.ovh.