6. Limitation of Liability

EUROPE CAMIONS INTERACTIVE will use its best efforts to maintain the stability of the Ad Server. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither its functionality, nor the continuity of service.

EUROPE CAMIONS INTERACTIVE cannot be held liable for any potential faults or damages (costs, loss of profits or data, direct or indirect damages) incurred by the User and resulting from the use of the Service or the impossibility to use it.

EUROPE CAMIONS INTERACTIVE shall not be held liable, directly or indirectly, in any transactions subject to the general rules of the French Civil Code (art. 1641 et seq.).

Similarly, EUROPE CAMIONS INTERACTIVE shall not be held responsible for any commercial damage, nor for the interruption of services, external intrusion, or computer viruses.

7. Rates and Payment

A unit price for a classified ad listing is clearly defined on every website, and any applicable taxes are included. The price of the advertising space is charged according to the quotation issued by EUROPE CAMIONS INTERACTIVE and signed by the User. EUROPE CAMIONS INTERACTIVE takes the right to modify the prices at any given moment. In that case, the user will receive an email, and have a month from the date of invoice issue with the new prices to cancel the subscription by registered letter. Once the month is up, the User will be applied the new price. The quotations are valid for 15 days upon their receipt. Unless otherwise stated between the parties and the parties have not reserved the advertising space within this timeframe, the invoice is due upon their receipt by the User. EUROPE CAMIONS INTERACTIVE reserves the right to request payment before the publication of the classified ad or the posting of the classified ad resulting from the general sales terms and conditions.

In cases of late payment, a charge equal to 3 times the legal interest rate will be required, and a lump sum allowance of €40 as recovery cost will be applied (Article L.441-6 of the French Commercial Code). The User is liable for all costs incurred by EUROPE CAMIONS INTERACTIVE to recover the amount due.

You may choose another method of payment for your subscription.

- Payment by credit card: payment for your classified ad is processed directly on the website of our financial service provider through its secured payment process: Crédit Mutuel and PayPal. Payment by PayPal: an invoice is drawn up and issued after completion of services.
- Transfers: Direct Debit Payment

The credit card number provided by the client and the final validation of the order is necessary to validate the entire order in accordance with the provisions of the French Law of March 13, 2000, and the current liability for the sums due under the contract.

This confirmation constitutes your signature and express acceptance of all the operations performed on the website. Nonetheless, in case of unauthorized use of his/her credit card, the client should contact, at his/her earliest convenience, EUROPE CAMIONS INTERACTIVE’s customer service at: +33 3.29.37.09.09.

EUROPE CAMIONS INTERACTIVE’s computer systems in conditions of reasonable safety shall be considered as evidence in the absence of a manifest error on the part of EUROPE CAMIONS INTERACTIVE’s customer.

The data and the information sent by the User, the User’s consent to the treatment of these information, and the information EUROPE CAMIONS INTERACTIVE’S communication information system have probative value as to the informations placed by the user. The data on computer or electronic support constitute valid evidence and as such, are admissible in the same conditions and with the same probative force as any received and stored written document.

The user acknowledges and agrees that ECI is liable for any loss, damage, loss of profit, costs or fees.

13. Image rights

EUROPE CAMIONS INTERACTIVE’s website elements, whether graphic or textual, including the underlying technology, are protected by copyright, trademarks and patents. There are the exclusive property of EUROPE CAMIONS INTERACTIVE. Any internet user, who has a personal website and wishes to place simple link to one of the EUROPE CAMIONS INTERACTIVE websites, must obtain the express authorization from EUROPE CAMIONS INTERACTIVE.

In any case, all unauthorized links must be removed at the simple request of EUROPE CAMIONS INTERACTIVE.

15. Duration

The present conditions apply for the entire duration of the online service, for personal use, with the exception of EUROPE CAMIONS INTERACTIVE.

16. Confidentiality

EUROPE CAMIONS INTERACTIVE puts all the necessary precautions to ensure the confidentiality and security of the data transmitted online. For that purpose, the websites use a SSL (Secure Socket Layer) payment protocol.

Any complaint or objections should be submitted in writing to the following address:

Headquarters: EUROPE CAMIONS INTERACTIVE – Le moulin Collot – 88500 Ambacourt, France.

The present contract is subject to French law. In the event of a dispute concerning the present contract, and in the absence of any agreement, the parties will seek, before any legal action, an amicable agreement and will communicate to this effect all the necessary elements of information. If no amicable agreement is reached within a maximum of one month, the Commercial Court of EPINAL shall have sole jurisdiction in settling any lawsuit or dispute requiring a non-pecuniary claim. If the plaintiff is a private person, the competent court in the event of litigation will be determined by the place of residence of the defendant. The French law shall apply to the conclusion, to the new credit pack, the validity period is automatically extended for 12 months. The user can buy credits to use as visibility options or to post ads. A credit has a valid period of 12 months. When purchasing a new credit pack, the validity period is automatically extended for 12 more months. In no way can the user claim reimbursement for any bought or offered credits.

9. Subscription

Once the User subscribes to EUROPE CAMIONS INTERACTIVE’s service, he/she makes a contractual commitment of a month, which is automatically renewed. The User may terminate his/her contract at any time and for any reason by sending a registered letter with acknowledgement of receipt at: EUROPE CAMIONS INTERACTIVE, 11, Rue de l’Amiral Colot – 88500 Ambacourt, France. This act shall be effective 60 days after the date of the contract termination by EUROPE CAMIONS INTERACTIVE (date as per the postmark).

The internet user can rent advertising spaces on the ECI websites for a limited time set in the quote for the advertising campaign. The User is informed that, unless the entire amount of the invoice is cleared. Unless stated otherwise in the contract, the advertising banners, created by ECI for the client, remain the property of ECI and are not available for any other purposes than those of the advertising campaign.

11. Personal Data

When data is provided on the website will not be used for commercial purpose by EUROPE CAMIONS INTERACTIVE. EUROPE CAMIONS INTERACTIVE will not transmit any data to a third party nor a partner, or a third party or a person, unless the user has stated that he/she is neither illegal, nor pertaining to the sale of stolen or counterfeited articles.

The User shall indemnify ECI against any claim, damage, cost, loss of profit, fee, or any other costs or fees, arising or resulting from the use of the website.

18. About Europe Camions Interactive

EUROPE CAMIONS INTERACTIVE’s General Terms and Conditions of Sale