The purpose of these General Terms and Conditions is to define the conditions and formalities under which EUROPE CAMIONS INTERACTIVE, SAS with a capital stock of €55,000, registered under number B 409 901 916 on the trade and companies register in Miroir (France), whose headquarters are 88, rte. de L’Hymode, 88500 Ambacourt — tel. +33 3 29 29 29 30. The purpose of the present General Conditions. The Service is restricted to those legally capable of signing contracts. The Service guarantees the User that the classified ads listed are those provided by EUROPE CAMIONS INTERACTIVE and reserves the right to modify the present Terms and Conditions at any moment by publishing the abovementioned modifications on every website as soon as possible.

As a consequence, it is the User’s responsibility to take notice of the present Terms and Conditions that is permanently available on every website. The User is considered to accept this latest version with each new connection to the Service. However, in case of modification of the General Terms and Conditions, the version of the present General Terms and Conditions in force at the time of the contract signature remains the one applicable to the User. The User is responsible for the validity of copy of the Terms and Conditions valid at the time of his/her contract signature. Should the User violate the present Terms and Conditions listed on the website, the latter reserves the right to refuse him/her access to this Service. The General Terms and Conditions have been updated on June 5th 2018. This edition cancels and supersedes all the previous versions.

2. Service Description
The Service enables the User to submit his/her classified ads to the websites managed by EUROPE CAMIONS INTERACTIVE.

3. Classified ad listing and duration of service
3.1. All classified ads are created by the Service users. In order to avoid any disputed disputes, EUROPE CAMIONS INTERACTIVE invites the User to check his/her classified ad as soon as it is online.
3.2. The User can submit a classified ad by completing and validating the special online form on one of the websites. Once validated, a copy of the classified ad is sent to the User, the User accepts the price of the classified ad according to the quotation issued by EUROPE CAMIONS INTERACTIVE and signed by the User. EUROPE CAMIONS INTERACTIVE reserves 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 classified ad, the User will be invoiced for 30 days after the date of the invoices is due upon their receipt. Unless otherwise stated between the parties and if not specified in the guidelines, the payment of the invoices resulting from the general sales terms and conditions.
3.3. 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 Civil Code).
3.4. Of duration of service
Subscription: the classified ad remains listed on the website during the entire duration of the subscription, as long as the User does not remove it. At any moment, the User can access his/her interface and modify the classified ad as long as the User does not remove it. At any moment, the User can access his/her interface and modify the classified ad as long as the User does not remove it.
Unit mode: the classified ad is listed on the website during 30 days. At any moment, the User can access his/her interface and delete the classified ad. The classified ad is then removed from the Website, and the Website reserves the right to delete any classified ad that is not updated in full, even if the classified ad is removed before the listing ends.
3.5. Classified ad modification
When the classified ad is online, the User can modify it at any time.

4. Internet user engagement
The User is a professional and describes with the greatest accuracy and honesty of the vehicle for sale. Should the vehicles be sold during the listing period, the vendors promise to immediately remove their classified ads.
EUROPE CAMIONS INTERACTIVE is the User’s responsibility to ensure that any information provided by him/her:
- is neither false, nor misleading;
- is neither illegal, nor pertaining to the sale of stolen or counterfeited articles;
- does not violate any copyrights, patent rights, trademarks, corporate secrets, other intellectual property rights, rights of disclosure or any other privacy rights;
- does not prejudice or influence, but not limited to, those concerning export control, consumer rights, unfair competition, discriminatory practices, or misleading ads.

5. Responsibility
The listed classified ads are edited and validated under the sole responsibility of their respective authors. EUROPE CAMIONS INTERACTIVE guarantees the accuracy or the pertinence of these classified ads.
The classified ads text are published under the responsibility of the user.
EUROPE CAMIONS INTERACTIVE’s websites are to be considered solely as media for listing classified ads. Therefore, the Internet user shall indemnify EUROPE CAMIONS INTERACTIVE against any damages resulting from such circumstances and shall protect EUROPE CAMIONS INTERACTIVE against any claim and shall submit the Internet user to their terms and conditions.

6. Limitation of Liability
EUROPE CAMIONS INTERACTIVE will use its best efforts to maintain the Classified Ad Service available online. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither the continuous operation, nor the continuity of service. Such, 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 Force Majeure or damage due to using Internet 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 payment method is credit card, bank transfer or PayPal account. The reservation fee is charged accordingly with the quotation issued by EUROPE CAMIONS INTERACTIVE and signed by the User. EUROPE CAMIONS INTERACTIVE reserves 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 classified ad, the User will be invoiced for 30 days after the date of the invoices is due upon their receipt. Unless otherwise stated between the parties and if not specified in the guidelines, the payment of the invoices 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 Civil Code).
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.
- Direct Debit Payment
The credit card number provided by the client and the final validated classified ad is required to be the subject of legal action or complaints from a third party.

8. Credits
The User can buy credits to use as visibility options or to post ads. Each credit has a valid period of 12 months. When purchasing a new credit, the User can post their classified ads for 12 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 by sending a registered letter with acknowledgment of receipt at: EUROPE CAMIONS INTERACTIVE, 88500 Ambacourt, France. The subscription is due upon their receipt by the User, and as indicated on the website, for the Seller. In case of termination, the service will last 60 days upon the receipt of the contract termination by EUROPE CAMIONS INTERACTIVE (date as per the postmark). The User can rent advertising spaces on the ECI websites for a limited time set in the quote for the advertising campaign. The User agrees that the deposit on the reservation is non-refundable in case of withdrawal. If the User does not pay the amount due, the ECI reserves the right to cancel the service contract, unless stated otherwise in the contract, the advertising banners, created by ECI for the client, remain the property of ECI and are not disposed of for any other purposes than those of the advertising campaign.

11. Personal Data
Any personal data 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 without the User’s express consent, unless the User has authorized EUROPE CAMIONS INTERACTIVE to forward the personal data to various third parties for the purpose of providing an offer in response to the User’s request or to provide an existing opportunity, B2B (business to business) or B2C (business to consumer).

EUROPE CAMIONS INTERACTIVE’s website elements, whether graphic or textual, are protected by copyright, trademarks and patents.

16. Confidentiality
EUROPE CAMIONS INTERACTIVE puts all the necessary precautions to protect 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, the User and the parties agree, in the absence of a prior amicable agreement, before any legal action, an amicable agreement and will communicate to this effect all the necessary elements of information. No amicable agreement is reached within a maximum of one month, the Commercial Court of EPI is shall be the subject of the dispute, the Commercial Court of the place where the user is located shall have jurisdiction over the dispute, for the User, and as indicated on the website, for the Seller. The proceeding document and no amendment of the contract, irrespective of the form therefore, shall be effective between the parties without taking the form of an additional clause duly dated and signed by them. If any one of the clauses of the present contract is not enforceable, the rest of the contract shall be effective as if that clause or clauses did not apply to the User. The User and the parties agree that any of the parties does not claim the application of any clause of the contract or acquiesces to its breach, either permanently or temporarily. The unilateral modification by the User of the User’s rights resulting from the said clause.

17. Miscellaneous