



**General Conditions for the INIES web service**  
v 29/11/2013

These terms of use can be downloaded at any time, free of charge at [www.inies.fr](http://www.inies.fr).

## **1. DEFINITIONS**

**INIES Data:** Environmental and health characteristics of construction products and equipment laid out in Environmental and Health Declaration Sheets (FDES) and Product Environmental Profiles (PEP) on the INIES Database.

**INIES Database:** French national reference database on the environmental and health impacts of products, equipment, and services for evaluating the performance of construction works. The INIES Database systematically gathers INIES Data. The INIES Database includes INIES Data, the summary presentation of INIES data and the structure of the INIES Database, the associated user manual, and updates. It is therefore an intellectual creation under Article L.112-3 of the French Intellectual Property Code.

**Licensee (Licence):** the customer who placed an Order ("License") **Authorised User(s):** any individual(s) authorised by the Licensee to access the contents of the Database as part of a license.

**The Owner-Manager (of the INIES Database)** is the Association HQE. The Owner-Manager is the copyright owner of the INIES Database, pursuant to Article L. 112-3 of the French Intellectual Property Code.

**The Administrator (of the INIES Database)** is the CSTB serves as in accordance with Article 7 of the INIES Database governance Protocol.

## **2. TECHNICAL DESCRIPTION OF THE INIES WEB SERVICE**

The INIES web service allows users to access, via the INIES Database, all INIES Data in a predefined digital format, with the option of weekly updates by downloading and saving electronic files in the circumstances defined below:

- The License allows the Licensee to create a reflection database on a proprietary server and authorises one weekly connection to update data and transfer PDF files associated with a FDES.

Technical support for using the web service is included for the duration of the license. Authorised Users can reach the technical support team via an email to the following address [admin@base-inies.fr](mailto:admin@base-inies.fr).

This technical assistance helps Authorised Users:

- resolve problems with accessing and using the web service
- report malfunctions noted while using the web service

Technical assistance is limited exclusively to the two points defined above. Furthermore, for the duration of its License, the Licensee will be informed of updates made to the web service, free of charge.

## **3. RIGHTS ASSOCIATED WITH INIES WEB SERVICE LICENSES**

The rights associated with INIES web service licenses cover access to data as described above. The Licence does not include a right to use data other than those specified by the INIES Database.

Two types of INIES web service licenses are available.

**"Commercial" license:** provides access to the web service for a reflection database on a proprietary server, which handles downloading, registration, and backup of electronic files covered by the request, allowing the applications on the reflection database and users to benefit from this service.

**"Academic" license:** provides access to the web service under the same conditions as the "commercial" license. It can only be issued to those involved with education, research, or non-commercial work.

The Owner-Manager reserves the right to verify by any means the Licensee's compliance with these conditions based on their type of license, notably that no unauthorised reproduction or display of the electronic files is made beyond those permitted by the type of license granted to the Licensee.

The obligations stipulated herein shall apply for the entire duration of the intellectual property rights in all countries.

#### **4. OBLIGATIONS OF LICENSEE**

The Licensee shall ensure that his or her username and password are not disclosed to third parties not covered under the License. The Licensee remains solely responsible for his or her username and password, as well as any fraudulent use thereof.

In the event of loss, theft or accidental disclosure, the Licensee must immediately inform the database administrator at [admin@base-inies.fr](mailto:admin@base-inies.fr), who will send a new username and password and immediately carry out the necessary measures for preventing the lost, stolen, or disclosed username and password from being used. Any costs involved with creating and sending the new credentials will be borne by the Licensee.

For "academic" licenses, new credentials are sent each year.

#### **5. FINANCIAL CONDITIONS**

The Licensee acknowledges the financial conditions of the license agreement set by the INIES Database Supervisory Board (CSIB).

He/she will provide the Owner-Manager with the documents justifying the number of Authorised Users.

#### **6. TERM**

The license is granted for a fixed term of twelve (12) months from the date the username and password were granted.

After this period it will be renewed by tacit agreement for successive periods of twelve months. The rates in force shall be applied at the time of renewal.

If the Licensee does not wish to renew his or her Licence, at least three months before it expires he or she shall inform the Owner-Manager by registered letter with acknowledgement of receipt to: Association HQE, 4 Avenue du Recteur Poincaré, 75016 PARIS.

#### **7. PROPERTY**

The Owner-Manager granting user rights does not mean that the Licensee has been transferred any ownership rights over the INIES Database or the data contained therein, which remain the property of the parties that submitted them.

The Owner-Manager retains full copyrights over the INIES Database.

It also has, as the producer said Database, the *sui generis* right under Articles L. 341-1 et seq. of the French Intellectual Property Code protecting databases, in particular against any substantial extraction or reuse of content from databases, whatever the form.

## **8. RESPONSIBILITY**

### **8.1 Responsibility of the Owner-Manager**

The Owner-Manager provides no guarantees of any kind, neither express nor implied, particularly with regard to INIES database exploitation rights held by the Owner-Manager, non-infringement, and the relevance, completeness, and accuracy of INIES Data.

The Owner-Manager is not responsible vis-à-vis the Licensees for damage of any kind (such as loss of data, loss of markets, loss of customers and generally any business problem) resulting from:

- data content, errors or omissions in the data, failure to update the data;
- the use, analysis or interpretation of these data by requesting parties, and any decision or action they take on the basis of these data.

Requesting parties are solely responsible for determining whether to use the data on the INIES database for their internal needs; they recognise that they use them at their own risk and that checking them is their own responsibility.

The Owner-Manager shall endeavour to maintain access to the website <http://www.inies.fr/> twenty-four hours a day, every day of the year except in the event of a network disruption beyond its control. However, it reserves the right to exceptionally or briefly interrupt access to the site to perform maintenance and/or security interventions.

The Owner-Manager cannot be held responsible for the deterioration or loss of data due to network failure or any other causes beyond its control and, generally, any deterioration or malfunction caused by a force majeure.

### **8.2 Responsibility of the Licensee**

The Licensee acknowledges having received all the information needed to assess the suitability of the web service in relation to its needs.

The Licensee is solely responsible for determining whether to use the web service and request a License; the Licensee acknowledges that he or she uses the web service at his or her own risk.

Accordingly, the Licensee shall bear all risks associated with exercising the rights granted to him or her, including but not limited to the risks and consequences of programme errors, compliance with applicable laws, damage and loss of data, programmes, equipment and operation downtime.

The Licensee agrees to comply with applicable French and possibly foreign legal provisions at all times, including the provisions of the French Data Protection Act.

The Licensee is responsible for all the duties of data controllers, according to the meaning given to this term by the French Data Protection Act. As such, the Licensee shall ensure that its services are executed in accordance with all of the formalities set out by the CNIL. It must ensure that personal data transmitted to the Administrator have been collected under conditions that allow for proper transmission so that the Administrator can properly use the personal data in accordance with the provisions of these General Conditions.

The Licensee agrees, on its own responsibility, to inform individuals whose personal data are transmitted to the Administrator of the purpose of processing of these data, and to inform them of their rights under the French Data Protection Act.

The Licensee assures the Administrator that each Authorised User of the License has given consent for his or her email address to be given to the Administrator and he agreed to use this same email address to receive an email containing his or her login password and inviting him or her to make his or her first connection to the web service.

## **9. ASSIGNMENT / SUB-LICENCE**

The License granted may not be totally or partially assigned by the Licensee, neither for a fee nor free of charge, without the prior written consent of the Owner-Manager.

The Licence granted may not be sub-licensed by the Licensee, neither for a fee nor free of charge.

## **10. ENTIRE AGREEMENT / MODIFICATIONS**

The act of taking a Licence implies tacit acceptance of these terms of use.

No other general or specific conditions featured in the documents sent or submitted by the involved parties may be incorporated into these terms of use or oppose these terms, and if there are any contradictions, the present terms shall prevail.

These terms of use may, with two months' notice, be modified at any time by the Owner-Manager, who will inform current Licence holders and post the new text online on the website [www.inies.fr](http://www.inies.fr).

## **11. INTERPRETATION**

In the event of a difficulty in interpretation arising between any of the titles heading the clauses and any of the clauses, the titles will be declared non-existent.

## **12. FORCE MAJEURE**

Initially, cases of force majeure or unforeseen circumstances shall suspend execution of these terms.

If the force majeure or unforeseen circumstance persists for more than three (3) months, the present contract shall be automatically terminated, unless both parties decide to the contrary.

Explicitly, the following are considered cases of force majeure or unforeseeable circumstances, beyond those normally considered as such by the jurisprudence of French courts: total or partial strikes (within or outside of the company), lockouts, bad weather, epidemics, blocked means of transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes to forms of marketing, computer failure, blocked means of telecommunication including networks, and any other circumstance not under the control of the parties that prevents the normal execution of this contract.

## **13. TERMINATION**

If the Licensee fails to uphold one of its obligations, the web service Licence may be terminated by the Owner-Manager and the Licensee will be held liable.

This termination shall take effect thirty days after the Owner-Manager sends a registered letter with acknowledgement of receipt stating the grounds for the complaint unless, within that period, the Licensee has fulfilled its obligations or has provided proof of an impediment following a force majeure.

Such a termination does not exempt the Licensee from fulfilling its contractual obligations until the effective date of termination, without prejudice to any damage or interest that could possibly be claimed by the Licensee. The Licensee shall not be entitled to any refund for amounts already paid.

## **14. PARTIAL INVALIDITY**

If one or more provisions of these general conditions were to be held invalid or so declared by a law, regulation, or as the result of a final decision of a competent court, the other provisions shall remain in full force and effect.

## **15. LICENCE TERMINATION**

Upon termination of the Licence, the Licensee undertakes not to copy, reproduce in order to disclose to third parties, and generally not reuse, distribute, disclose in any form whatsoever, translate or adapt INIES data obtained via the web service, nor use it in any way that is likely to jeopardise the rights of the Owner-Manager.

## **16. APPLICABLE LAW AND DISPUTES**

The present general conditions are governed by French law.

The parties shall endeavour to find an amicable resolution to any dispute that may arise from the interpretation or execution of these conditions. They have a period of four (4) weeks to reach a resolution. If the dispute persists beyond this period, it shall be brought before the Commercial Court of Paris (Tribunal de Commerce de Paris) by whichever party takes the initiative.