

"La Grande Famille de Procida & Ischia"

CONDITIONS OF USE OF THE WEBSITE

Version 1.1 of 1st September 2018

1. Publisher of the website

The website "www.procida-family.com" or "www.ischia-family.com" is published by the Association "*La Grande Famille de Procida & Ischia*". This is a French non-profit organization governed by the law of 1 July 1901.

The registered office is located at *13 rue de la Garelière, 41100 Villiers-sur-Loir, France*.

The website administrator is Mr *Pascal Scotto di Vettimo*, President of the Association.

Contact details and address of the company hosting the website:

*DINAO
785 Voie Antiope
Athelia III
13600 La Ciotat
France*

2. Purpose

The Association "*La Grande Famille de Procida & Ischia*" is an international genealogy organization. The Association's key aim is the preservation of archives on the islands of Procida and Ischia, located in the Bay of Naples, Italy.

The website "www.procida-family.com" or "www.ischia-family.com" aims in particular to:

- Allow members to obtain copies of digital records pertinent to them;
- Allow members to construct their family tree and, if desired, to benefit from automatic detection processes which highlight family connections between members.

3. Information available and website services

A range of information and services is available on the website "www.procida-family.com" or "www.ischia-family.com".

It is possible to apply to join the Association.

A search engine facilitates genealogical research of the digital records. This function is restricted to members of the Association whose subscription fees are up to date. Guest users are able to view only limited information from computerized indexes.

An online shop is available offering a range of items for sale, including books.

The Association also offers assistance with tourist visits to Procida and Ischia.

4. Acceptance of the Conditions of Use

The Association has published this website to promote its products and services, and information related to the Association's activities. Use of the website will be deemed as consenting to these Conditions of Use.

The Association may offer additional services through the website which may be subject to specific terms and conditions. These conditions would be in addition to those set out here.

5. Data Protection

The operation of the website "www.procida-family.com" or "www.ischia-family.com" may require processing of personal data. This data concerns members of the Association and guest users who use or operate the services offered on the web site including managing user profiles, ordering genealogy documents and processing orders, posting messages or making purchases through the online shop (this list is not exhaustive and may vary over time).

The processing of personal data by the Association is subject to the French Data Protection Act of 6 January 1978.

In this respect, the Association has made a declaration to the CNIL ("*Commission Nationale de l'Informatique et des Libertés*") in France.

Also, in order to comply with the European Union's General Data Protection Regulation (GDPR) effective since May 25, 2018, we have updated our Data Protection Policy and our Conditions of Use.

The Association expressly invites members and guest users to review its Data Protection Policy which is part of these Conditions of Use.

Our Data Protection Policy is available on our web site at the following address: www.procida-family.com/docs/ppdp_v1.0_01092018_fr.pdf.

Requests for access to personal records held by the Association, or for personal records to be removed, can be made in writing to the President of the Association, by post to the registered address stated in paragraph 1 above, or by e-mail to: info@procida-family.com.

6. Privacy Policy

- **With regard to members of the Association**

By joining members agree not to use information obtained via any part of the Association for commercial ends whether directly or indirectly and agree to not publish any information without the express permission of the Association. Members agree not to pass on any information, even free of charge, to third parties.

Failure to comply with these regulations will be considered as gross misconduct, as defined in the Association's Articles of Association. Depending on the seriousness of the fault committed, the Administration Council reserves the right to suspend membership as set out in Article 9 of the Articles of Association and may undertake any proceedings deemed necessary to protect the financial and reputational interests of the Association.

- **With regard to voluntary members**

All data entrusted to a member of the Association is confidential and must be protected against theft, loss or hacking. Regarding data that is not the property of the Association, the member agrees to maintain the confidentiality and security of the data.

The member undertakes to:

1. Store all data in a safe and secure location to which access is restricted;
2. Ensure optimal security of IT systems used, via use of up-to-date anti-virus software, use of an internet connection protected by a firewall, and installation of required updates for the system and applications, etc.;
3. Not to duplicate or disclose (in any form) the data provided, manipulated data, or the final results obtained;
4. Transfer to the Association all the results obtained as part of the research undertaken as and when it becomes available, as well as at the end of the research;
5. Destroy or return to the Association all data provided by the Association once the research has been completed or in the case of resignation or cancellation of membership, including the results of any manipulation of data and results obtained.

Failure to comply with these regulations will be considered as gross misconduct, as defined in the Association's Articles of Association. Depending on the seriousness of the fault committed, the Administration Council reserves the right to suspend membership as set out in Article 9 of the Articles of Association and may undertake any proceedings deemed necessary to protect the financial and reputational interests of the Association.

7. Intellectual property

The website "www.procida-family.com" or "www.ischia-family.com" constitutes intellectual property and is subject to copyright.

The elements of the intellectual property contained within the website, notably digital archives, populate a database which is protected by copyright and other rights granted under French law.

The Association holds all intellectual property rights relating to the website and retains all rights pertaining to its use. Access to the website confers no right to the intellectual property rights, which remain the exclusive property of the Association. The elements available on the website, which include texts, photographs, images, symbols, sounds, videos, software, databases and data, are protected by intellectual and industrial property rights and other private rights that the Association holds. Except where explicitly stated on the website, the user may not under any circumstances reproduce, modify, transmit, publish, or adapt any on any medium or by any means whatsoever all or any part of the website without the prior written permission of the Association. Any use of all or any part of the website for any reason whatsoever without

prior authorization by the Association may result in action being taken, including action for infringement of copyright.

Specifically prohibited actions:

- Extracting the whole or a qualitatively or quantitatively substantial part of the contents of the database by permanent or temporary transfer to another medium, by any means and in any form whatsoever;
- Putting all or a qualitatively or quantitatively substantial part of the database into the public domain in any form;
- Extracting or publishing qualitatively or quantitatively insubstantial parts of the contents of the database when these operations clearly exceed the conditions of normal use of the database.

8. Applicable law

Any disputes concerning the interpretation and/or execution of the Conditions of Use are a matter for the relevant French courts.

9. Changes to the Conditions of Use

The Association reserves the right to update the Conditions of Use of the website at any time and without notice. Users are therefore advised regularly to refer to the latest Conditions of Use when they visit the website.