



GENERAL TERMS OF USE

These General Terms of Use are in effect since 14 November 2006.

ARTICLE 1. DEFINITIONS AND SCOPE

1.1. DEFINITIONS

The terms below as used herein shall carry the following meanings:

“Administrator” - the person who, in the name and on behalf of Artesia, is in charge of managing the Artesia web site.

“Partner(s)” - any and all of Artesia’s suppliers. The term “Partner” applies in particular to SNCF and to Trenitalia as train ticket suppliers, in charge of the railway services purchased with those tickets.

“Product” designates the actual train tickets sold by Partners.

“You” or “the User” designates any person that uses the “Je recherche” or the “Invia” space to book, order and/or purchase any Product proposed on the Voyages-sncf.com and/or Trenitalia.it web sites.

1.2. SCOPE

These General Terms of Use (hereinafter referred to as “Terms of Use”) apply to all the services offered in the www.artesia.eu web site (the “Site”) up until the point where the User visits , in the case of searching for a rail ticket, a Partner’s web site – Voyages-sncf.com and/or Trenitalia.it – in order to consult the times and fares available and purchase one or more tickets directly in the Partner’s site. Artesia reserves the right to modify these Terms of Use at any time without prior notification.

ARTICLE 2. USE OF THE SITE www.artesia.eu

The purpose of this Web Site is, among other things, to inform Users about Artesia “trains” and facilitate Users’ search for Products, to allow them subsequently to make the appropriate bookings or any other transaction directly on the Partners’ web sites.

Fraudulent use of the Site or a use infringing these Terms of Use may be grounds for Artesia to refuse, at any time, access to the services proposed on the Site.

Products search and placing of orders

The Site can, if you wish, facilitate access to timetable information about, and seats available on, trains to/from cities and towns listed there, at the dates and times entered by Users. Having given the origin and destination cities, the dates and times of departure and return, the number of passengers, the comfort level (1st or 2nd Class) and the place where your tickets will be picked up (France or Italy), by simply clicking either on “Je recherche” in the French version of the Site or on “Invia” in the Italian version of the Web site, you will be directly rerouted, if you expressly accept by clicking on “OK”, to the relevant Partner’s (SNCF’s or Trenitalia’s) according to whether you selected France or Italy as the place of pick-up. From that moment on, you can consult on the Partners’ Sites the timetables and place an order for tickets.

The terms and conditions of ordering and of payment, delivery and correction or cancellation of orders are entirely up to the Partners.

Artesia shall not be liable to any person for the Products ordered and/or purchased on the Partners' Sites or for the corresponding railway services.

Any complaints concerning the quality of the services provided in Artesia trains may be addressed to Artesia by filling in the customer or agent complaint forms available in the Customer Service section of the Site.

ARTICLE 3. INTELLECTUAL PROPERTY

Artesia holds all the Site-related intellectual property rights.

Accessing the Site does not entitle Users to any intellectual property rights associated with the Site, said rights being exclusive to Artesia.

Site content and other elements such as text, photographs, images, icons, maps, sounds, videos, software, databases and data are likewise protected by intellectual and industrial property rights and other proprietary rights held by Artesia.

Unless expressly stated in these Terms of Use, the User may not, for any reason, reproduce, represent, modify, transmit, publish or adapt, by any means, on any kind of medium, or gainfully use, in any manner, the Site or any part thereof, without prior, written authorisation from Artesia. This prohibition is aimed particularly but not exclusively at practices such as scrapbooking or the use of robots for the purpose of extracting and/or reproducing any element of the Site.

ARTICLE 4. LIABILITY AND WARRANTIES

Artesia makes no warranty that the Site will function perfectly and be exempt from errors or bugs, nor that any such errors or bugs will be corrected, nor that the Site will function without interruption or failures, nor that it is compatible with any particular computer hardware or configuration other than the one expressly validated by Artesia. Artesia shall not be liable for malfunctions attributable to third-party software even if such software is incorporated in the Site or supplied with the Site.

In no case shall Artesia be liable for any type of damage whatsoever, foreseeable or not, resulting from use of the Site or partial or total impossibility to use the Site. Furthermore, being unable to monitor sites, including its Partners' sites, to which its own Site links by hypertext links, and which exist only to facilitate User's searches, Artesia incurs no responsibility for their content.

The User declares that he/she is aware of the limitations of the Internet, and in particular of its technical performance, of the response times for consulting, querying or transferring data and the risks attendant to the security of communications.

ARTICLE 5. PROTECTION OF PERSONAL DATA

The Site, operated by Artesia, has been duly registered with the French data privacy protection authority, CNIL, under the number 1170984.

Artesia makes permanently available to Users the "Legal Notice", which is accessible via a hypertext link at the bottom of all the pages of the Site and which itself contains links for downloading the "General Terms of Use" as well as the "Confidentiality Charter".

ARTICLE 6. APPLICABLE LAW

These General Terms of Use are governed by French law. Any dispute about their interpretation and/or their execution shall be submitted to French courts.

Regarding claims about the quality of the railway products and services delivered by the Suppliers, the latter alone shall be taken to court, failing amicable settlement of a claim.

ARTICLE 7. FINAL PROVISIONS

The unenforceability by Artesia of any of these terms shall not be interpreted as a renunciation by Artesia to cite them subsequently.

Should one of the provisions of the Terms of Use be declared null or void, it shall be deemed unwritten, but this shall not affect the validity of the remaining provisions, unless the provision so-declared is an essential or determining one.

It is hereby specified that Artesia and its Partners are distinct companies, each with its autonomy and independence. None of the provisions in these Terms of Use shall be construed as creating between Artesia and its Partners a de facto company or joint venture.