



# Borne & Eau

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# Terms of Use (TOU)

## Preamble

Voies navigables de France is the national operator for inland waterway ambitions: 1 unique establishment which responds, on 2 complementary and connected networks (transport network and tourism network), to 3 major missions at the service of the public: promoting inland waterway logistics, contributing to the regions and providing global water management services.

Within the context of this ambition, as well as the partnership with HAROPA Port, a water and electricity distribution service along the banks of the Seine has been set up to contribute to the ecological transition by reducing greenhouse gas production, while also reducing noise pollution.

These terms of use ("ToU") are binding on any user of the [www.borneeteau.fr](http://www.borneeteau.fr) website.

## Definitions

**Site:** refers to the website that gives registered users access to the station that supplies industrial quality water or electricity to river boats. This site is a remote service within the meaning of ordinance no. 2005-1516 of 8 December 2005 pertaining to electronic exchanges between users and administrative authorities and between administrative authorities.

**Service:** refers to the supply of industrial grade water or electricity to river boats from the supply station. This service is offered by the administrator and includes the supply and delivery of energy.

**User:** refers to the user of the Service and the Site

**Administrator:** refers to the manager and owner of the Service

**European Number of Identification (ENI):** European boat identification number, needed to sign up for a subscription with the administrator and connect to the Stations.

**Station(s):** installation(s) operated by the administrator to supply electricity or industrial quality water to the boats of the users.

**Interface:** refers to the computer interface of the Station used to send information to the Service

## Features

The Site offers the following features to Users:

- Registration for the Service: the User registers on the Site by providing the personal data and the company data needed to use the Service. The User can then create the boat user profiles. These boat users will then have an individual and personal access number which must be entered each time the Station is used.

- Live consumption monitoring: the Site gives the User information so that they can monitor their electricity and water consumption as they use the Service
- There is a personal space where personal data can be modified
- Information concerning the terms of use of the Service and Stations

## Details regarding the registration and use of the Site

The User (Ship Owner) provides the data requested by the Site needed to obtain the login details which will provide access to their personal space and to the Site.

These data are the following personal data:

- Last name
- First name
- Phone number
- Email address, ENI.

As part of the GDPR regulations, these data will be kept for a maximum of 3 years after the last title has been issued. After this period, the connection to the service will be suspended.

As part of the Shipowner registration, the following company data is also required:

- Company name
- SIRET no.
- EU VAT reg code
- Postal address
- Country
- Billing email
- Phone number
- Bank details
- KBIS company registration

The postal address of the shipowner will be the address used for sending the writs of execution in paper format.

Once the registration process is complete, the User receives an email summarising the information provided. The personal data saved during registration are declared as part of the general data protection regulation (RGPD) no. 2016/679 applicable on 25 May 2018.

The personal data collected during registration are processed for the following purposes:

- collecting consumer data
- managing complaints
- managing the collection of the fee owed for the Service
- putting together statistics

If the User wants to exercise their right to modify this information, they can contact VNF at the following address: [dpd@vnf.fr](mailto:dpd@vnf.fr), specifying the name of the shipowner and the email address used during registration.

In the event of a dispute regarding the personal data entered by a user when they created their account, the information entered during the creation process shall prevail, if they did not request a rectification.

The User must choose a password and a username that is formally recognised by a valid email address. The password is personal and confidential. It must be made up of at least 10 characters including a capital letter, a number and two special characters.

The User is solely responsible for the confidentiality of their password and the use of their username. They are also solely responsible for any connection to the remote service or any transmission of data made using their personal account, especially if they take the risk of pre-recording their login details on their computer. Any use of the access codes is irrefutably deemed to constitute use of the remote service by the user. In the event of the loss or theft of their login details, or the fraudulent use of their account, the user must immediately notify VNF at the following address.

Access passwords are liable to be cancelled or suspended by VNF if used improperly.

An internet connection and browser are required in order to use the Site. For this site to work properly, cookies must be installed, and JavaScript must be used on the device. They must be activated and authorised on your browser.

The Site has been optimised for the following configuration:

- Computer
  - Operating system: Windows 10 and above, MacOS 10 and above.
  - Browser: Microsoft Edge 90, Google Chrome 90, Mozilla Firefox 90 and above.
  - Monitor: A screen width of more than 990px
  
- Tablet and mobile
  - Operating system: iOS 12, Android 10 and above.
  - Browser: Microsoft Edge 90, Google Chrome 14, Mozilla Firefox 90, Safari 14 and above.
  - Monitor: A screen width of more than 330px

## Intellectual property

The Site, including the updates, corrections, adaptations, and improvements is produced by VNF, which holds the intellectual property rights to the Site in France and worldwide. In using the Site, the User shall respect these rights as well as those attached to any works contained in the Site.

These terms of use shall not be construed to assign or concede any intellectual property rights other than the right to access and use the Service on the Site in accordance with these terms.

The reproduction of any element of the Site on an electronic or paper medium, except for public documents, is prohibited.

## Responsibilities

The Administrator agrees to take all necessary measures to guarantee the protection, security and confidentiality of the information and personal data provided by the User.

The Administrator agrees not to market the information and data sent by the User, and not to communicate them to third parties, except as may be required by law.

The User maintains control over the information sent. They may modify or delete them at any time. They may choose to delete all the information from their account by cancelling their access to the Site. The only information preserved is that which may be needed to respond to any disputes and for the statistical needs of the Service.

Any request relating to the User's personal data is made to the Administrator's "informatique et libertés" (data protection and privacy) representative at the address

The Administrator cannot be held liable for harm or losses resulting from the use of the Site and its content, or other sites linked to it, including but not limited to any financial or commercial prejudice, or the loss of the User's programs or data. The User shall be responsible for making sure that the information is tailored to their needs using any means at their disposal and that they will not cause harm or loss to people and property. Users are responsible for their own interpretation and use of the information, in accordance with the regulations in force.

## User obligations

Each User agrees to use the Site in a way that:

- does not breach the laws and regulations in force in France, in its country of residence or in the country where this data is intended to be received, in any way.

- does not intentionally contain viruses or programs likely to cause damage to people or their property. The User shall not send any information, that is illegal or contrary to public order, to the Site.

When using the Service, the User agrees to provide only exact, up-to-date, and complete information. Should the User fail to comply with this commitment, the Administrator reserves the right to suspend or terminate the administrative process, without prejudice to any criminal and civil liability actions that may be brought against the Administrator.

The Administrator shall not be liable for malfunctions of the site due to anomalies, errors, or bugs, or to incompatibilities with equipment or a particular configuration other than those expressly specified by the Administrator. The Administrator shall not be held liable for any type of foreseeable or unforeseeable damage to property or intangible damage resulting from the use or unavailability of the Site, in whole or in part. The User represents that they are aware of the characteristics and limitations of the internet, including its technical performance, the response times for consulting, querying or transferring data as well as the risks associated with the security of communications.

## DISPUTES

These terms and conditions are subject to French law.

In the event of disagreement relating to the use of the Site, the User may make a complaint in writing by registered letter with acknowledgement of receipt, within a maximum of 30 days following the incident, which is the subject of said complaint, to the following address: Voies navigables de France – Direction du Développement - 175 rue Ludovic Boutleux - CS 30820 - 62408 BETHUNE cedex.

In the event of a persistent disagreement, the dispute may be brought before the competent court.

#### OFFICIAL TEXTS:

- [Ordinance no. 2005-1516](#) of 8 December 2005 pertaining to electronic exchanges between users and administrative authorities and between administrative authorities.
- [Decree No. 2016-186 of 24 February 2016](#) amending Decree No. 2009-730 of 18 June 2009 pertaining to online storage space pursuant to Article 7 of Ordinance No. 2005-1516 of 8 December 2005 pertaining to electronic exchanges between users and administrative authorities and between administrative authorities.
- [Law No. 78-17](#) of 6 January 1978 pertaining to “informatique, aux fichiers et aux libertés” (data processing, files, and freedoms).