

Terms of Use

MonEntreprise.mc website

The purpose of these Terms of Use is to specify the conditions of use and navigation relating to this website.

These Terms of Use apply to all Users who access the MonEntreprise.mc website.

By using the Website, the User accepts these Terms of Use. The Terms of Use apply throughout the time for which the Website is used.

By continuing to use this website, each User is assumed to have accepted these Terms and Conditions unreservedly.

The User confirms that he/she has read and understood these Terms of Use in their entirety before using any of the Services offered by this Website, and undertakes to comply with them.

The version of the Terms of Use currently posted online on the Website is the only version which applies and which is binding on Users, until it is replaced by a new version. The Government reserves the right to change these Terms of Use at any time. These Terms of Use shall enter into force as soon as they are published on the Website.

Users are therefore advised to refer regularly to the latest version of the Terms of Use, which is always available on the Website. In the event that the Terms of Use are not accepted by means of using a contact form, use of this Website shall imply acceptance of the Terms of Use. If a contact form is sent by digital means, acceptance of the Terms of Use is confirmed by means of ticking a box.

Forbearance in enforcing the provisions of the Terms of Use may not under any circumstances be considered as the Government relinquishing its right to avail itself of them at a later date.

In the event that any of the provisions in these Terms of Use is or becomes invalid in light of a current or future provision of the law, such provisions shall be deemed unwritten without affecting the validity of the other stipulations herein.

1. Definitions

The following words and phrases, beginning with a capital letter, whether used in the singular or plural, are employed herein with the meanings specified below:

- **"Government"**: means the Government of Monaco/Digital Government Department
- **"Terms of Use"** or **"Terms"**: these Terms and Conditions of Use
- **"Personal Data"**: means any information relating to an identified or identifiable individual ("person concerned"). An "identifiable individual" is considered to be any individual who may be identified, directly or indirectly, including through reference to an identifying detail such as a name, an identification number, location data, an online username, or one or more attributes specific to his or her physical, physiological, genetic, psychological, economic, cultural or social identity

- **"Functions"**: means the functions offered via the Website, which allow all Users to:
 - Communicate, through a set of websites, all information relating to the action of the Government or its departments, diplomatic representations, administrative organisation, institutions, administrative procedures or communication operations of the Prince's Government
 - Disseminate any useful information to the user concerning administrative procedures
 - Communicate press releases, administrative communiqués and news published by the Communication Department
 - Communicate organisation charts, contact details and contact points
 - Disseminate directories of administrative services, public and private organisations that have given their agreement.
 - Enable citizens to enter into electronic contact with entities of the Prince's Government administration, by means of contact, contribution and suggestion forms, and to make requests for information from the services concerned, requests for registration for activities offered by the Prince's Government or requests for reminders from State services.
 - Enable the Administration to send targeted newsletters, after voluntary subscription by the user
 - Collect and process users' views and opinions through anonymous surveys
 - Display detailed information on the roles, missions, contact details and identity of the Government of Monaco staff
 - Redirect users to online procedures and services independent of the monentreprise.mc website
- **"Data controller"**: means the individual or legal entity, under private or public law, the public authority, the service or any other body which determines, alone or together with others, the purpose and means of processing, and decides on its implementation
- **"Website"**: this MonEntreprise.mc Website
- **"User"**: means any individual or legal entity using this Website and accessing the Services offered by this website

2. Purpose of the website

The purpose of these Terms of Use is to set out the terms and conditions for the issue and use of the Website created by Digital Government Department.

The Website enables Users to benefit from services and information concerning the Public Service dedicated to Companies in the Principality of Monaco.

3. Access to the website

The credentials used to access the Website are strictly personal and confidential.

With the exception of any connection costs applicable, access to the Website is free of charge. Any connection costs are borne by the User and will not be refunded by the Government.

The Government cannot be held liable for poor functioning of the Website and any consequences thereof which result from a malfunction or limited or degraded internet access.

The Website is freely available via a secure URL <https://monentreprise.mc>.

4. Obligations et responsibilities

4.1. Obligations

The User undertakes not to commit, on this Website, any unlawful act or fraudulent act.

These terms of use prohibit any act which could tarnish the name and/or the image of the State of Monaco, or damage, overload, disable, discredit or compromise the Website.

In particular, the following are prohibited: the transmission by email or any other means of content whose purpose is to persecute, harass, defame, discriminate or abuse; or any other dissemination of information or opinion of a personal nature relating to one or more individuals, or infringing human rights or the rights of Users who are minors.

Correspondence must be courteous in nature at all times and comply with the basic rules of politeness.

4.2. Responsibilities

The Website must not be used in an abusive or malicious way. The Government cannot be held liable to the User for direct or indirect damage of any kind resulting from the use or unavailability of the Website.

Generally speaking, the User undertakes to use the Website:

- In compliance with the laws and regulations of Monaco, the rights of third parties, and intellectual property rights
- Fairly and in accordance with their intended purpose
- At their own risk

The User acknowledges and accept that, the Government may not be held liable for the Website, notably in the event of hacking, alteration or misuse of data, or any unlawful use or use which causes prejudice to the User or a third party.

The Government shall endeavour to ensure that the information published on this Website remains accurate and up to date, but accepts no responsibility for the provision or use of incorrect or obsolete information.

The Government does not guarantee the continuity, accessibility or availability of the Website or related services.

The User of the Website is required to comply with these Terms of use and are prohibited from using or attempting to use the Website and its functions for any purpose other than those provided for under these terms of use.

5. Security

The Website requires a sufficiently fast internet connection and equipment and resources enabling to access and browse on the Website. The browser must be configured to allow session cookies.

The User is aware of the risks associated with using the internet and accepts the corresponding limitations and risks.

The Government makes every effort to secure the Website with regard to the risks involved and the nature of the data which is processed.

The User is prohibited from fraudulently accessing or continuing to visit all or part of the Website, deleting or changing the information included on the Website, fraudulently adding information, altering the Website, or interfering with its proper functioning.

The User shall not attempt to make changes to or manipulate the pages of the Website in such a way as to conceal, hijack or modify the latter.

It is strictly prohibited for Users to: (i) reproduce, modify and alter the Website and/or its contents; (ii) access or seek to access the Website's source code using decompilation, reverse engineering or any other technique or method; (iii) make accessible or send parts of the Website or content to which access is restricted to third parties; (iv) use the Website for an unlawful purpose, to which end the User undertakes not to include any false, incomplete or inaccurate information, or any virus, Trojan horse, worm, time bomb or any other program designed to damage, produce a harmful effect, intercept or block any system, data or personal information.

Where necessary, the User must have a secure connection or network, antivirus software and an up-to-date operating system to protect, in order to prevent, as far as possible, the Government from any damage relating to insecure use of the Website. The User shall take all appropriate measures to protect their data and equipment, and they are responsible for the security of their data and network, which they use at their own risk.

In the event that the User is aware of an event that could damage the security of the Website, such as an error, fault, malfunction, hacking, loss of data, vulnerability or irregularities, they are invited to get in touch with the Government immediately by emailing: creationentreprises@gouv.mc.

6. Intellectual property

These Terms of Use do not grant or assign to the User any intellectual property rights whatsoever.

6.1. Copyright

All of the rights associated with any content published on this Website belong exclusively to the Government, except where it is explicitly indicated that the rights belong to a third party. This includes, but is not limited to, all texts, comments, titles, names, photographs, sounds, images, data, drawings, animated sequences with sound or not, videos, functionality and charts, which are protected by the legislation on copyright protection in force in Monaco.

Any use, representation, transformation, reproduction, adaptation or dissemination, in whole or in part, of any element or content from this Website on any media and via any procedure is prohibited and constitutes a criminal offence that will be punished by the Monaco courts, unless express permission is obtained from the Government.

6.2. Trademarks

Trademarks and/or logos belonging to the Government and appearing on the Website are protected trademarks under the legislation that applies in Monaco. Any reproduction, in whole or in part, without the permission of the Government, is a criminal offence punishable by the Monaco courts.

7. Protection of personal data

In accordance with the applicable provisions on protecting personal data in the Principality, the information gathered via the Website is collected by the State of Monaco/ Nom du Service, acting in its capacity as the data controller for processing for the purposes of "Managing the Prince's Government's websites".

Data processing enables the following Functions:

- Browsing (session cookies). The Website's analytics cookies are anonymised
- Enabling people to submit their ideas and express their satisfaction (feedback forms)
- Allowing people to contact the Government (contact forms)
- Sending newsletters when available
- Enabling the publication of information about the various services of the Prince's Government
- Producing anonymous statistics relating to visits to the Website

Processing is justified on the following grounds:

- Obtaining the consent of internet users for all Functions requiring subscription: forms, private areas, newsletters, etc.
- Public interest grounds in accordance with the remit of the Digital Services Department as stipulated in Sovereign Ordinance No. 7.995 of 12 March 2020, creating the Digital Services Department and its role of "ensuring the overall coherence of the Government's digital landscape, including online services and websites"

- The fulfilment of a legitimate interest pursued by the Government, notably to enable it to promote and disseminate information or to make available to Users downloadable electronic forms with legal standing and provide means of contacting departments within the Government electronically in accordance with Sovereign Ordinance No. 3.413 of 29 August 2011, including various measures relating to the relationship between the Government and citizens
- Information processed as part of the Website's Functions is intended solely for accredited staff working in government departments ([Nom du service]) and accredited staff working for the Website developer as part of their role in maintaining and upgrading the newsletter system. The information is never shared for commercial or advertising purposes.

The information is retained only for as long as is required for the purpose of processing, notably:

- As part of the feedback form: the information collected is not kept on the Website and only for 12 months on the messaging system
- As part of the contact forms: 12 months from when the request was sent
- As part of the newsletter service: until the individual unsubscribes from the email list, where available
- As part of anonymised cookies, for the length of the User's session: maximum of 13 months

Some information requested on the Website as part of certain functions is mandatory. If the information marked as mandatory on the data collection forms (those fields marked with an *) is not provided, the User will not be able to access the relevant functions on offer. In accordance with the applicable legislation on the protection of personal data, the User has the right to access their personal data, and the right to request that inaccurate, incomplete or outdated data is corrected, updated or removed.

To exercise these rights or in the event of any questions about how personal data is processed in connection with the Website, the User concerned may send a written request with the following form: <https://contacts.gouv.mc/contactez-la-cellule-protection-des-donnees-personnelles-de-la-ditn> or by post stating the subject of the request and his/her surname, first name to: Interministerial Delegation for Digital Transition – Protection of Personal Data – 2, rue du Gabian – "Les Industries" building - 5th floor – 98000 MONACO

To ensure that the response remains confidential and that we are replying only to the person whose data is involved, proof of identity, in black and white, may be requested.

Users should also be aware that they may withdraw their consent to the various functions offered by the Website at any time:

- Feedback and contact forms: by exercising their rights as set out above
- Newsletter: by unsubscribing using the link at the bottom of the email, where available

Individuals who have exercised their rights but feel, after contacting the Government, that their rights have not been respected, can submit a complaint to the Data Protection Authority of Monaco (Commission de Contrôle des Informations Nominatives-CCIN): www.ccin.mc.

8. Hyperlinks

The creation of hyperlinks to this website is not subject to prior authorisation from the Government and is authorised for any medium, with the exception of those disseminating information of a controversial, pornographic or xenophobic nature, or which may, more broadly, offend a large number of people. Explicit reference to the State of Monaco in the link title is desirable. The Government reserves the right to request removal of all existing links which contravene the purpose of the Website.

The Government Website may contain hyperlinks to external websites.

The Government does not check these websites and cannot be held liable, under any circumstances, for the content published on these external websites.

The Government cannot be held liable for any damage or losses which may result from or be associated with the use of these external websites. Users of this Website bear full responsibility for and assume the risks of using these external websites. The Government may not be held liable in any way.

All Users of the Website are invited to contact the Government if they encounter a link which does not work to the following email address: monentreprise.mc/contact

9. Competent jurisdiction

In the event of a dispute as to the interpretation, formation and validity of execution of the Terms of Use, or use of the Website more widely, the Government and Users expressly acknowledge that only Monegasque legislation and regulations are applicable.

If an amicable settlement cannot be reached, any disputes relating to the validity, interpretation or execution of these Terms and Conditions shall be referred to the competent courts in the Principality of Monaco.