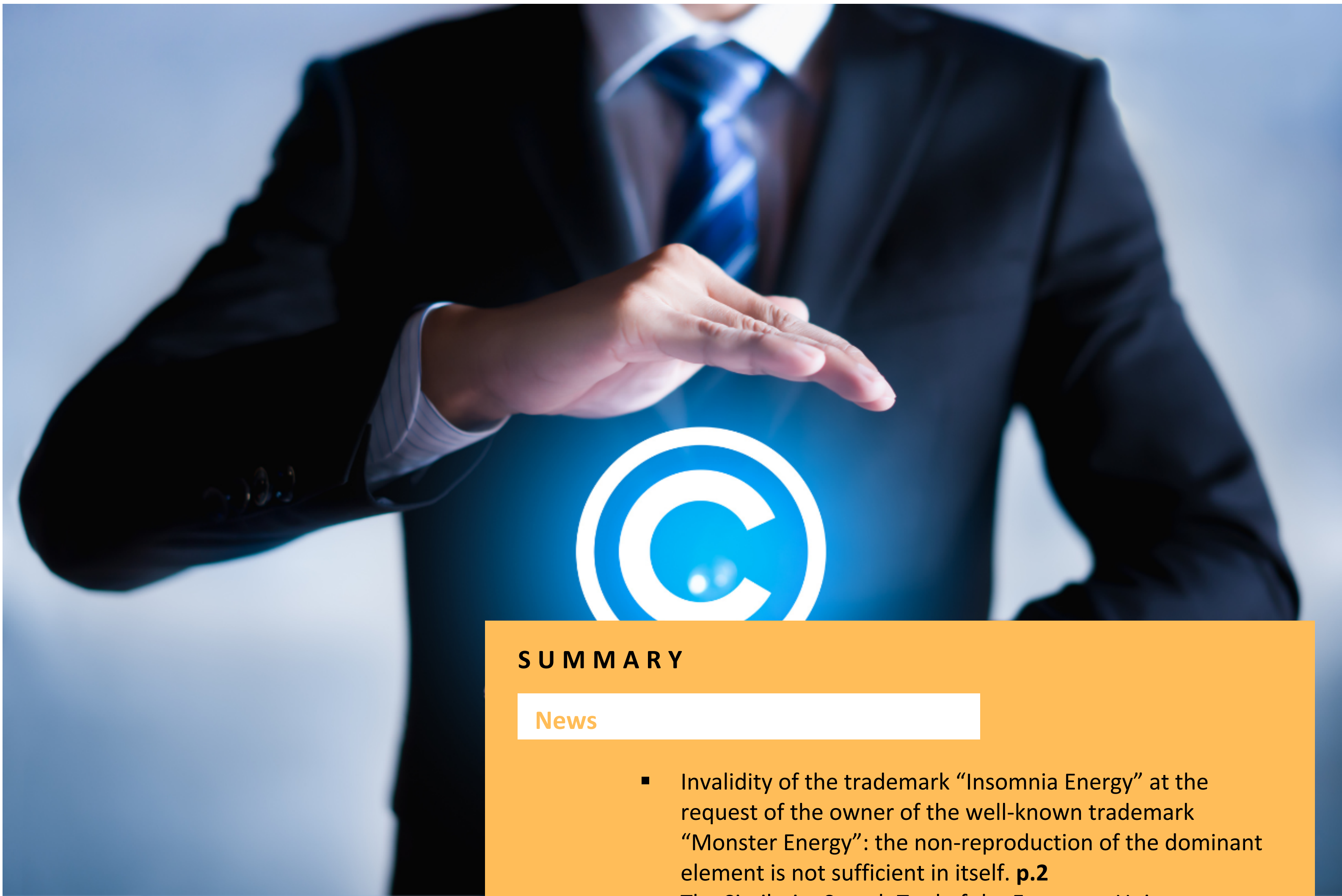
NEWSLETTER

INTELLECTUAL PROPERTY

March 2025



SUMMARY

News

INVALIDITY OF THE TRADEMARK "INSOMNIA ENERGY" AT THE REQUEST OF THE OWNER OF THE WELL-KNOWN TRADEMARK "MONSTER ENERGY": THE NON-REPRODUCTION OF THE DOMINANT ELEMENT IS NOT SUFFICIENT IN ITSELF

The General Court of the European Union clarifies the protection arising from a well-known trademark on and decides to uphold the invalidity request of the trademark "Insomnia Energy" submitted by the company "Monster Energy", owner of the eponymous well-known trademark. (TUE 23 octobre 2024, T-59/24, EU:T:2024:714).

History of the dispute - The case, brought before the Cancellation Division of EUIPO in 2020, first resulted in the rejection of the invalidity request by this division, which considered (i) that there was no likelihood of confusion between the conflicting trademarks and (ii) that given the extremely low degree of similarity between the conflicting signs, the relevant public will not establish a link between the said trademarks.

However, this was not the position of the EUIPO Board of Appeal, following the appeal by the owner of the "MONSTER Energy" trademarks, as it upheld the invalidity request.

The owner of the trademark "Insomnia Energy" therefore lodged an appeal with the General Court of the European Union, challenging the reputation of the earlier trademark and the similarity of the signs (as demonstrating the similarity of the products and services is not necessary when a well-known trademark is invoked).

The assessment of the criterion of similarity between the signs will be the main focus of the analysis here.

1. Assessment of the condition of similarity between the signs at stake

a. Well-known trademark: the criterion of a link replacing the criterion of likelihood of confusion between the signs

A well-known trademark may lead to the invalidity of a later trademark when the use of the later trademark, without due cause, would take unfair advantage of, or be detrimental to, the distinctive character or the repute of the earlier mark, in accordance with Regulation (EU) 2017/1001 of 14 June 2017 on the European Union trademark.

In this respect, the General Court of the European Union recalls, first of all, that it is not necessary for there to be, in the mind of the relevant public, a likelihood of confusion between the earlier trademark allegedly well-known and the later trademark. It is sufficient that the degree of similarity between the two marks is such that the relevant public establishes a **link** between them, in accordance with the Court's consistent case-law..

b. The difference between the dominant elements of the signs should not lead to the rejection of the condition of similarity

To assess the similarity of the signs, the General Court notably takes into account: the use of the same colours, the similar structure, and the identical position of the verbal elements in the signs of each party.

Furthermore, the Court rejects the argument that the absence of similarity between the dominant elements should lead to the conclusion that the marks at stake are not similar:

> *"it is only if all the other components of the mark are negligible that the assessment of the similarity can be carried out solely on the basis of the dominant element"*.

c. A verbal element with weak distinctive character is not, for that reason, negligible in the assessment of the similarity of the signs

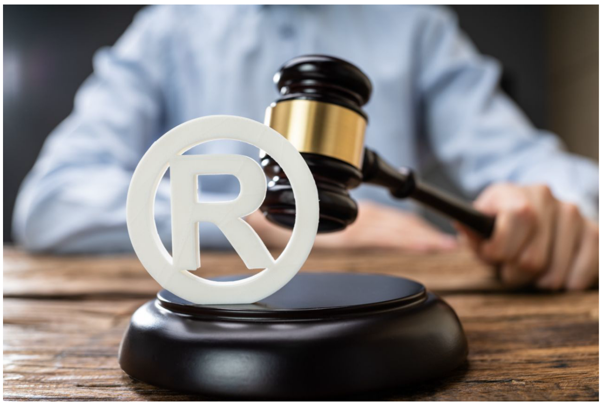
The Court further holds that, although it has a weak distinctive character, the word "energy" is not negligible and will not go unnoticed by the public due to its size and color in the signs concerned.

2. The protection conferred by a well-known trademark in light of the functions of the trademark

This judgment of the General Court of the European Union recalls the broad protection granted to a trademark once its proprietor succeeds in demonstrating that it is well known, allowing for a departure from the principle of speciality in trademark law.

Such protection for well-known trademarks is explained by the fact that, as the Court points out, a well-known trademark fulfils functions beyond that of indicating origin. It also acts as a vehicle for conveying other messages, in particular regarding the specific qualities or characteristics of the goods or services it covers, or the images and emotions it evokes. Indeed, it has an autonomous economic value that is distinct from that of the goods or services it designates.

This particular protection is the reward for the owner's "considerable" efforts and investments in order for the trademark to acquire well-known status



THE EUIPO'S SIMILARITY TOOL: A DECISIVE FACTOR IN THE ASSESSMENT OF THE LIKELIHOOD OF CONFUSION

In a decision dated October 24, 2024, the Cancellation Division of the European Union Intellectual Property Office (EUIPO) rejected the invalidity request filed against the trademark "SYMPHONY 6", relying in particular on the results provided by its Similarity tool. This decision highlights the increasing importance of this tool in the assessment of the likelihood of confusion (EUIPO, 24 October 2024, C 55 634).

1. L'utilisation de l'outil *Similarity* dans les procédures devant l'EUIPO

In the case at hand, a German company sought the invalidity of the European Union trademark "SYMPHONY 6" on the basis of its earlier trademark "Symphonie". The respective trademarks were registered for wine and gin in Class 33.

According to the applicant, there was a likelihood of confusion between the signs, as both marks designated alcoholic beverages that are commonly distributed and consumed in the same places. In support of its claim, the applicant submitted an extract from the EUIPO's goods and service comparison tool, "**SIMILARITY**".

However, the Cancellation Division rejected the request.

Indeed, although the tool is regularly updated to reflect the evolving case-law of the European courts, the version of the tool used by the applicant — which classified wine and gin as similar — dated from November 3rd, 2022.

Since then, several judgments of the General Court of the European Union had held that wine and gin are not similar, and those rulings had been incorporated into the tool on May 13, 2024.

2. The Impact of the Similarity Tool

This decision illustrates a significant shift in the EUIPO's approach in the use of the tool. Notably, the Office extended the scope of the tool by stating that:

- The tool "***must** be followed by examiners*";

- "*As the relevant date for assessing the likelihood of confusion is the date on which the invalidity decision is taken, the Cancellation Division **must follow the result of the Similarity tool** for the comparison of goods and services as it appears on the date of that decision*."

This obligation imposed on examiners is surprising. In fact, the homepage of the Similarity tool clearly states that:

> "*The tool is designed to reflect the practice adopted by the said IP offices; however, **the comparisons it makes are NOT LEGALLY BINDING** on any entity whatsoever*."

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[1] 18/06/2008, T-175/06, MEZZOPANE / MEZZO ; 03/10/2012, T-584/10, TEQUILA MATADOR HECHO EN MEXICO / MATADOR ; (29/04/2009, T-430/07, MONTEBELLO RHUM AGRICOLE / MONTEBELLO, and 18/07/2013, R 233/2012 G, PAPAGAYO ORGANIC

This approach makes the parties' task more complex, as they must demonstrate the similarity of goods using concrete substantiated while taking into account the conclusions drawn by the Similarity tool.

Challenging the results provided by the tool could therefore be particularly difficult.

The EUIPO's decision to reject the invalidity application against the "SYMPHONY 6" trademark illustrates the importance of the Similarity tool in assessing the likelihood of confusion. Through its ability to update comparison criteria and reflect market trends, this tool is becoming essential — or, at the very least, unavoidable — in trademark protection.

CLARIFICATIONS ON THE LEGAL CONSEQUENCES OF THE FORMAL REQUIREMENTS IN COPYRIGHT CONTRACTS

In a judgment dated 18 September 2024, the Aix-en-Provence Court of Appeal ruled on the legal consequences attached to the "mandatory" mentions required under Article L131-3 of the French Intellectual Property Code (Court of Appeal of Aix-en-Provence, Chamber 3-1, 18 September 2024, No. 20/03143).

In this case, which opposed a well-known rap songwriter and his former label, the Court had the opportunity to clarify the implications of the non-compliance with the provisions of Article L131-3, which states in its first paragraph that: "*The transfer of an author's rights is subject to the condition that each assigned right is the subject of a separate mention in the contract and that the scope of exploitation of the assigned rights is defined with respect to its extent and purpose, the place and the duration*".

1. From record label to self-publishing

A singer-songwriter had entered into a series of contracts with a record label for the production of an album: a right of preferential agreement, assignment contracts, and a recording agreement.

As the relationship between the artist and the label deteriorated, the author decided to self-publish his creations and brought an action to have the preferential agreement and the publishing agreements rendered void, in particular for failure to comply with Article L131-3 of the Intellectual Property Code.

2. "Definition" of assigned rights: interpretation of the formalism required by the Intellectual Property Code

Before the Court of Appeal, the artist argued that the preferential agreement did not comply with the requirements of Article L131-3 regarding the necessary "definition" of the assigned rights.

Specifically, he claimed that the nature of the rights transferred had not been defined with sufficient precision, and sought the annulment of the contract on that ground.

To reject this argument, the Court proceeded in two stages:

- It stated that the provisions of Article L131-3 of the Intellectual Property Code "*do not entail nullity if not complied with*";
- It considered that "*notwithstanding the broad scope of the rights covered by the clause, which is not prohibited, the purpose of the assigned rights is determinable, covering all forms and means of exploitation, in addition to all rights of reproduction and performance*."

The Court further noted that "*the clause is equally delimited geographically — even though it refers to 'the entire universe' — and includes a specification of the duration, which corresponds to the term of copyright protection*," so that the preferential agreement complies with the requirements of the Intellectual Property Code.

Thus, the Court appears to adopt a liberal interpretation of Article L131-3, holding that a reference in the clause to "*all exclusive rights of exploitation of the work, <u>in any form and by any means whatsoever</u>*" as well as to "*<u>all</u> rights of reproduction and <u>all</u> rights of performance*" is sufficient to define both the purpose and the scope of the assigned rights.

3. Reference to categories defined by SACEM satisfies the requirement to specify the genre of works covered by the preferential agreement

The appellant also argued that the preferential agreement should be rendered void for failure to precisely define the genre of works concerned, as required under Article L132-4 of the Intellectual Property Code (which provides that only a clause whereby the author undertakes to grant a right of preference to a publisher for future works "*of clearly defined genres*" is valid).

In this regard, the contract listed the following genres for which the right of preference was granted:

> "*variety works (including music only, lyrics only, or both); / music for cinema or television films; / music for audiovisual and/or radio advertisements; / musicals.*"

The Court held that the clause sufficiently defined the genre of the works concerned, since it referred to "*categories precisely enumerated and defined by SACEM.*"

4. The inclusion of an audiovisual adaptation right in a non-separate document does not invalidate the publishing agreement

Finally, the appellant argued that the publishing agreements should be rendered void because they included a transfer of audiovisual adaptation rights in breach of the third paragraph of Article L131-3 of the Intellectual Property Code.

This provision states that: *"Transfers relating to audiovisual adaptation rights must be set out in a written agreement separate from the publishing agreement relating to the printed edition of the work."*

The Court dismissed the argument on two grounds:

(i) it recalled that the relevant provision serves only evidentiary purposes; and

(ii) it held that even if such a transfer were invalid, it would not affect the validity of the publishing agreement itself, as it did not constitute an essential element thereof.

THE JURISDICTION OF CIVIL COURTS IN MATTERS OF LITERARY AND ARTISTIC PROPERTY

In a decision dated October 7, 2024 (No. C4317), the French Court for Jurisdictional Disputes (Tribunal des conflits) reaffirmed the jurisdiction of the civil courts in matters of literary and artistic property, even where the liability of a public body is at stake.

1. When art meets the law

In this case, an artist had been selected to take part in an art project organized by the municipality of Chambéry. His work — a decoration painted on a public bench — was accidentally damaged by municipal services, who mistakenly painted over it.

The artist brought an action for compensation before the Judicial Court of first instance of Chambéry. However, that court declined jurisdiction and referred the matter to the Administrative Court of Grenoble, before it was ultimately brought before the French Court for Jurisdictional Disputes.

2. The jurisdiction of civil courts reaffirmed

The French Court for Jurisdictional Disputes clarified the scope of civil court jurisdiction, particularly in cases where a public entity is alleged to have infringed an author's rights:

> "*While liability incurred by the State or other public legal entities for damage caused by their administrative public services is governed by public law and thus falls within the jurisdiction of the administrative courts, the position is different where the law, through an express provision, derogates from these principles*."

In this regard, Article L. 331-1 of the French Intellectual Property Code explicitly provides that disputes relating to literary and artistic property fall within the exclusive jurisdiction of the civil courts. This provision therefore derogates from the general rule under which the liability of public bodies is governed by public law and falls within the jurisdiction of the administrative courts.

Accordingly, the Court concluded:

> "*Claims for liability based on the infringement by [a public entity] of rights in the field of literary and artistic property fall within the jurisdiction of the civil courts*."

This decision is in line with established case law, including judgments dated July 7, 2014 (Nos. C3951 and C3954) and October 12, 2015 (No. 4023).

The judgment of October 7, 2024 thus confirms a judicial trend that upholds the pre-eminence of civil court jurisdiction over disputes involving literary and artistic property — even where the liability of a public entity is involved. However, such jurisdiction does not exclude the application of public liability principles.

WHEN THE VODKA “CHOPIN” DEFENDS ITS REPUTATION

The Board of Appeal of the European Union Intellectual Property Office (EUIPO) recently rejected an EU trademark application for the sign "CHOPIN" filed in Classes 29, 30, and 32, notably covering chocolates, pastries, and non-alcoholic beverages. The Board held that such an application constituted unfair commercial exploitation of the earlier well-known trademark of the same name used for vodka (EUIPO, Board of Appeal, 13 February 2025, R 304/2024-5).

1. The "CHOPIN" Case: Chocolate versus Vodka

On March 15? 2022, a Spanish company filed an EU trademark application for the verbal sign "CHOPIN" to cover various food products and non-alcoholic drinks (Classes 29, 30, and 32), including milk-based drinks, pastries, chocolate, and fruit beverages.

On June 27, 2022, the Polish company Podlasie Vodka Factory "Polmos" SA, holder of prior trademarks including an EU trademark for the word "CHOPIN" covering "*alcoholic beverages (except beer)*" in Class 33, filed an opposition.

The opponent argued that use of the sign "CHOPIN" for goods in Classes 29, 30, and 32 would allow the applicant to unduly benefit from the reputation of its prior trademark.

On December 22, 2023, the EUIPO Opposition Division upheld the opposition, accepting the argument that the use of "CHOPIN" for food products would unfairly benefit from the appeal and reputation of the vodka trademark.

Following the applicant's appeal, the Board of Appeal also ruled on the matter.

2. EUIPO's application of the well-known trademarks criterion

Article 8(5) of the European Union Trademark Regulation (EUTMR) allows the owner of a well-known trademark in the EU to oppose the registration of an identical or similar mark, even where the goods and services are not identical or similar.

To benefit from this protection, the owner of the prior trademark must:

(1) Demonstrate that the trademark is well-known;

(2) Show that the relevant public is likely to establish a "link" between the marks, without necessarily confusing them;

(3) Demonstrate that use of the contested mark, without due cause, would take unfair advantage of or be detrimental to the distinctive character or reputation of the earlier mark.

a. Assessment of the Reputation of the Earlier "CHOPIN" Mark

The opponent was required to prove that the "CHOPIN" mark is well-known among the relevant public in the EU.

Additionally, the opponent also had to prove genuine use of the prior trademark, which had been registered for more than five years at the time of the contested application. This requirement was fulfilled.

The Board of Appeal found that "CHOPIN" had a well-established reputation in Poland and across the EU for vodka, based on:

- **Significant sales evidence**, including 180 invoices showing sales of thousands of bottles in various EU Member States (e.g. Poland, the Netherlands, Belgium, Germany, Italy, the UK, and Latvia);

- **Continuous marketing and advertising investments**, including campaigns in major magazines, sponsorships, and event partnerships;

- **Market studies** showing strong brand recognition of "CHOPIN" for vodka among consumers (80% of regular Polish vodka consumers identified "CHOPIN" as a vodka brand);

- **Judicial decisions** confirming the trademark's well-known status in Poland.

The Board of Appeal thus confirmed the Opposition Division’s decision that the "CHOPIN" trademark was sufficient well-known to benefit from the enhanced protection of Article 8(5) EUTMR.

b. Assessment of the Link Between the Conflicting Marks

EU case law outlines a non-exhaustive list of criteria for determining whether a "link" exists between conflicting marks. The Board of Appeal found that such a link was established, based on:

- **The identity of the signs**: both marks consisted of the identical sign "CHOPIN";

- **The degree of reputation of the earlier mark**: the vodka brand enjoyed a particularly strong reputation;

- **The proximity (not similarity) of the goods**: although food products and non-alcoholic beverages are not in direct competition with alcoholic drinks, they share common distribution channels (e.g. supermarkets, restaurants, bars);

- **The distinctiveness of the prior trademark**: considered to have medium inherent distinctiveness, enhanced to high distinctiveness due to long and intensive use for vodka in the Polish market;

- **Consumption context**: food products may be associated with spirits (e.g. chocolate-vodka pairings), reinforcing the link in the consumer’s mind.

c. Risk of Detriment and Free-Riding on Reputation

The EUTMR protects against:

- Detriment to the distinctive character of the prior trademark;
- Detriment to its reputation;
- Unfair advantage taken of the distinctive character or reputation of the prior trademark — i.e. "free-riding".

The latter was the ground relied on by the opponent. Only one of these types of injury needs to be demonstrated.

The Board recalled that free-riding involves *"the risk that the image of the well-known mark or its characteristics are transferred to the goods and services covered by the contested mark, thereby facilitating their marketing."*

The harm does not have to be actual or current — it may be merely foreseeable.

In this case, the EUIPO found that the use of the sign "CHOPIN" for food and non-alcoholic beverages would allow the applicant to unfairly benefit from the reputation of the "CHOPIN" vodka brand, due to:

- **The advertising appeal of the prior trademark,** which would unjustifiably benefit the applicant's goods without equivalent marketing efforts;
- **The appropriation of part of the vodka trademark's prestige;**
- **The potential transfer of the prior trademark's attractive power to the contested goods**, possibly leading consumers to attribute the qualities of the opponent's goods to those of the applicant.

The applicant failed to demonstrate any "*due cause*" for its use of the sign that could have defeated the opposition.

The trademark application for "CHOPIN" covering food and beverage products was thus rejected for **taking unfair advantage of the reputation of the "CHOPIN" vodka brand.**

This decision highlights the usefulness of Article 8(5) EUTMR: protecting trademark owners' investments in luxury trademarks against exploitation of their attractiveness, independently of the similarity of goods and without the need to prove a likelihood of confusion. It also underlines the importance of compiling and maintaining strong, continuous evidence of both reputation and genuine use throughout the life of the trademark.

WHEN A SUPPLIER BECOMES A “PRODUCER”: THE CJEU PROVIDES CLARIFICATION ON LIABILITY FOR DEFECTIVE PRODUCTS

In a judgment dated December 19, 2024 (Case C-157/23, Ford Italia), the Court of Justice of the European Union (CJEU) clarified the notion of "producer" within the meaning of Directive 85/374/EEC on liability for defective products.

The Court held that a supplier of a defective product can be held liable even if they have not physically put their name or trademark on the product, where the supplier’s name is the same as, in part or in whole, the manufacturer’s trademark and the supplier has used that coincidence to implicitly present itself as responsible for the product’s quality.

1. **The *Ford Italia* case: from vehicle sale to supplier liability**

The facts are relatively straightforward: a consumer purchased a Ford vehicle manufactured by Ford WAG (Germany) and distributed in Italy by Ford Italia SpA, through the dealership Stracciari SpA.

Following a road accident, the consumer brought an action for damages against both Stracciari SpA (the dealer) and Ford Italia (the supplier).

Ford Italia denied liability, arguing that it was not the vehicle’s manufacturer and could not be considered its producer. It pointed out that Ford WAG was clearly identified as the manufacturer on the invoice and that, pursuant to Article 3(3) of Directive 85/374, only the actual producer could be held liable.

The Italian Supreme Court (Corte Suprema di Cassazione) referred the following preliminary question to the CJEU:

> **Does Article 3(1) of Directive 85/374 preclude an interpretation whereby liability as a producer is extended to the supplier, even if the supplier has not physically put its name, trade mark or other distinguishing feature on the product, solely because its name, trade mark or other distinguishing feature is the same as, in part or in whole, those of the producer?**

2. The CJEU’s interpretation: broadening supplier liability

a. The Notion of "Producer" Under EU Law

Article 3(1) of Directive 85/374 defines a “producer” as:

- The manufacturer of a finished product;
- The producer of any raw material;
- The manufacturer of a component part;
- Any person who presents themselves as the producer by affixing their name, trademark, or other distinguishing feature to the product.

The CJEU recalled that the objective of the directive is to protect consumers by facilitating claims against any party involved in placing a defective product on the market.

b. A broad interpretation of "affixing a trademark"

Ford Italia argued that it could not be considered a producer because it had not physically put its name or trademark on the Ford vehicles.

However, the CJEU adopted a broad interpretation of the concept of "producer":

- The physical affixing of a name or logo to a product is not the only way to qualify as a producer;
- A supplier whose name or distinguishing element coincides with the brand put by the manufacturer may be regarded as presenting itself as the producer;
- This coincidence can generate consumer's trust equivalent to that which would exist if the product were sold directly by the manufacturer.

c. Did Ford Italia present itself as a producer?

The CJEU found that Ford Italia:

- Used the Ford brand, which appeared both in its company name and on the product itself;
- Distributed vehicles under that brand, thereby creating an impression of responsibility for the product in the consumer's mind;
- Benefited from the reputation and recognition of the Ford brand to support vehicle sales in Italy.

Although Ford Italia did not directly manufacture the vehicles, it exploited the name coincidence to present itself as responsible for the product’s quality.

The Court therefore concluded that Ford Italia must be regarded as a producer and could be held liable for defects in the vehicle.

3. Enhanced consumer protection

This decision clarifies the concept of “producer” by including suppliers whose name coincides with the product’s brand, insofar as they participate in marketing and benefit from the brand’s reputation, even without being the actual manufacturer.

Distributors operating in Europe should be especially cautious, as using a name or brand identical or similar to that of their contracting partner may expose them to being treated as producers and facing liability.

The CJEU also stressed that consumers should not be required to identify the actual producer. They may choose to bring a claim directly against the supplier who sold them the product, without needing to prove who the real manufacturer is.

A 'BARRIER' AGAINST COUNTERFEITING

Meta has been ordered to implement a filtering system to block advertisements using the "Barrière" trademark without authorisation to promote online gambling on Facebook, Messenger, and Instagram. Meta's failure to comply with this filtering obligation led the court to impose a penalty payment.

1. Filtering ordered under Article L716-4-6 of the French Intellectual Property Code

In an initial ex parte order dated January 11, 2024, Meta was instructed to implement measures to prevent the dissemination of advertisements reproducing the Barrière Group trademarks to promote online casino games on its platforms.

a. Likelihood of infringement of the Lucien Barrière group's trademarks

In its order dated April 24, 2024, following Meta's request for retraction—which sought (i) the lapse of the January 11, 2024 order and (ii), alternatively, its amendment—the court reviewed the conditions for applying Article L716-4 of the Intellectual Property Code, on the basis of which the filtering measures were initially granted.

The judge found that the Barrière Group had provided sufficient evidence showing that advertisements promoting online gambling using its trademarks had been disseminated on Facebook, Messenger, and Instagram without authorization. The likelihood of an infringement of the Barrière Group's intellectual property rights was therefore established.

b. Meta : an intermediary in counterfeiting

To justify ordering Meta to filter the infringing content, the judge found that Meta acted as an intermediary for the infringers within the meaning of Article L716-4-6(1) of the Intellectual Property Code. The judge considered that Meta enabled the publication of the infringing advertisements on its platforms. As such, Meta could be subject to the interim measures provided for in Article L716-4-6, including those intended to stop or prevent imminent infringement of intellectual property rights.

The judge also clarified that Meta's liability for the infringement did not need to be established, nor did it matter whether Meta had played an active or passive role, or whether it qualified as a host or publisher.

2. Scope of the filtering measure

The initial order of January 11, 2024 defined the criteria for the filtering measures imposed on Meta. These were further clarified in April and accompanied by a penalty payment in a subsequent ruling issued in September.

a. A defined filtering obligation

To assess whether the filtering obligation imposed on Meta constituted a general monitoring obligation—prohibited under Article 15 of Directive 2000/31/EC of 8 June 2000 and Article 6 of French Law No. 2004-575 of 21 June 2004—the judge referred in particular to Meta's own "advertising standards." Given that Meta has an automated system for identifying content that violates its standards, the judge considered that it had the technical means to implement the ordered filtering without engaging in generalised surveillance.

The judge also referenced the extent of dissemination of the infringing ads to justify the necessity and proportionality of the measures.

The April 24, 2024 order further specified the filtering conditions, particularly concerning the infringing signs, the duration of the measure, and its territorial scope.

b. A filtering measure subject to penalty payments

In summer 2024, the Barrière Group brought an action against Meta seeking a penalty of €10,000 per infringing advertisement published in violation of the court-ordered filtering obligation.

In its order of September 10, 2024, the enforcement judge found that Meta had implemented filtering only retroactively and had not provided evidence of any technical obstacle to preventing dissemination.

Under these circumstances, and in the absence of compliance with the filtering obligation established by the April 24, 2024 order, the enforcement judge imposed a penalty payment of €10,000 per day of delay.

By characterizing Meta as an intermediary in the counterfeiting, the judge clarified how the specific provisions concerning intellectual property infringement interact with those applicable to hosting providers.

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10 September 2024, No. 24/81228, *Groupe Lucien Barrière v. Meta Platforms Ireland Limited*

24 April 2024, 3rd chamber, 3rd section, No. 24/02349, *Meta Platforms Ireland v. Groupe Lucien Barrière*