

# GENERAL TERMS OF USE (GTU)

## Preamble

These General Terms of Use (hereinafter the "GTU") are proposed by VERDOT IPS<sup>2</sup> SAS whose headquarter is located at 2 rue André Messenger, 63200 RIOM - France.

The legal information concerning the host and publisher of the site <https://www.verdotips2.com/>, in particular the contact details and any capital and registration information, is provided in the legal notice of this site.

The purpose of these General Terms of Use (GTU) is to define the conditions of access to the Website and its use by Internet users. VERDOT Ips<sup>2</sup> reserves the right to modify these GTU at any time by publishing a new version of them on the site <https://www.verdotips2.com/>. The GTU applicable to the User are those in force on the day of their acceptance by the User.

The use of the contact form on this site or, more generally, browsing the site <https://www.verdotips2.com/> implies acceptance by the Internet user of the entirety of these GTU, who acknowledges having fully understood them.

## Article 1 - Network

VERDOT Ips<sup>2</sup> has decided to create a showcase website: <https://www.verdotips2.com/> for, above all, the diffusion of business and sectoral information, and "possibly" for entering into commercial relations with Internet users and, more specifically, its partners. The relationship is established exclusively by the Internet user completing the contact form on this site: <https://www.verdotips2.com/>. These GTU constitute a tacit contract for the provision of services by VERDOT Ips<sup>2</sup>, the purpose of which is to provide a technical tool for establishing contact between the latter and any Internet user wishing to enter into contact with it.

## Article 2 - Continuity of services offered

VERDOT Ips<sup>2</sup> may not under any circumstances be held responsible for any damage that may occur to the user's computer system and/or for the loss of data resulting from the use of the site <https://www.verdotips2.com/>.

VERDOT Ips<sup>2</sup> cannot be held responsible for the technical unavailability of the connection, whether this is due to a case of force majeure, maintenance, updating, modification of the site <https://www.verdotips2.com/>, intervention by the host, an internal or external strike, a network failure, or a power cut.

## Article 3 - Responsibility of the user

The user undertakes not to contravene the proper use of the site and accepts these GTU by browsing <https://www.verdotips2.com/> and all related pages.

The User of the site <https://www.verdotips2.com/> is required to comply with the provisions of the law "Informatique et Libertés" (**Data Processing, Data Files and Individual Liberties**) of January 6, 1978 amended in 2004 and supplemented by the GDPR of May 25, 2018, the violation of which is punishable by criminal penalties. Despite the precautions of the company VERDOT Ips<sup>2</sup>, if a User had access to the personal data of another, he must refrain, with regard to the personal information to which he may have access, from any collection, any misuse, and in general, from any act likely to infringe the privacy or reputation of this person.

## Article 4 - Hypertext links

The <https://www.verdotips2.com/> website may include hypertext links to other sites, such as the LinkedIn social network company page.

Similarly, VERDOT Ips<sup>2</sup> cannot be held responsible if the User's visit to one of these sites causes him/her harm.

If, in spite of the efforts of VERDOT Ips<sup>2</sup>, one of the hypertexts links present on the site <https://www.verdotips2.com/> pointed towards a site or an Internet source whose contents were or appeared not in conformity with the requirements of the French law to a User, this one commits himself to immediately

contact VERDOT Ips<sup>2</sup>, whose coordinates are reproduced in the legal mentions of the present site or via the form of contact directly in order to communicate the address of the pages of the site <https://www.verdotips2.com/> or thirds in question.

## **Article 5 - Links to other sites**

In the event that this website contains links to websites or documents published by third parties, these links are provided for information purposes only. Since VERDOT Ips<sup>2</sup> has no control over the content of these websites or materials, we are not responsible for their content. Nor is VERDOT Ips<sup>2</sup> liable for any damage or loss that may result from the use of these links. Is concerned by this article 5 the reference towards the company page on LinkedIn of VERDOT Ips<sup>2</sup>.

## **Article 6 - Intellectual property rights**

All the elements of this site belong to VERDOT Ips<sup>2</sup> or are used by VERDOT Ips<sup>2</sup> on <https://www.verdotips2.com/> with the authorization of their owner.

Any reuse, reproduction or adaptation of logos, textual, pictographic or video content, without this list being restrictive, is strictly forbidden and is considered as counterfeiting.

Any Internet user who would be guilty of counterfeiting may be exposed to possible legal proceedings against him/her, on the initiative of VERDOT Ips<sup>2</sup> of this Site or of its representative.

The trademarks and logos contained on <https://www.verdotips2.com/> are registered by the Company VERDOT Ips<sup>2</sup> or possibly by one of its partners. Any person proceeding to their representations, reproductions, interweaving, diffusions and redistributions shall be liable to the penalties provided for in articles L.713-2 and seq. of the Code of the intellectual property.

## **Article 7 - Independence of the clauses**

If any provision of the GTU is considered unlawful, null or for any other reason unenforceable, then that provision shall be deemed severable from the GTU and shall not affect the validity and enforceability of the remaining provisions.

The GTU supersede any prior or contemporary written or oral agreement. They are not assignable, transferable or sublicensable by the User him/herself.

A printed version of the GTU and all notices given in electronic form may be requested in judicial or administrative proceedings relating to the GTU. The parties agree that all correspondence relating to these GTU must be written in the French language.

## **Article 8 - Applicable law and mediation**

These GTU are governed by and subject to French law.

Unless public order provisions state otherwise, any dispute that may occur within the framework of the execution of these GTU may, before any legal action is taken, to be submitted to VERDOT Ips<sup>2</sup> for assessment with a view to an amicable settlement.

It is expressly pointed out that the requests for amicable settlement do not suspend the deadlines opened to start the legal actions. Unless public order provisions state otherwise, any lawsuit relating to the execution of these GTU shall be subjected to the jurisdiction of the place where the defendant is domiciled.

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