

# LEGAL NOTICES

## CONTACT DETAILS OF THE WEBSITE PUBLISHER

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## CONTACT DETAILS OF THE CREATION AND MANAGEMENT WEBMASTER

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75010 Paris - France

## CONTACT DETAILS OF THE WEB HOST

### **SAS OVH**

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BP 80157 59100 Roubaix - France  
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# TERMS OF SERVICE OF THE WEBSITE

The User hereby declares that he/she has read these Terms of Service for the Website (hereinafter referred to as the "ToS") and has accepted them by checking the box provided for this purpose when opening the account.

As these ToS may subject to further modification, the applicable version shall be that notified to the User when he/she accesses the Website.

## ARTICLE 1 - DEFINITIONS

In the body of the ToS and on the Website, each of the terms below must be understood as defined by its definition.

Data: This is all the data transmitted by the User on the Website.

Parties: The User and STid hereinafter referred to together and individually as the "Party".

Websites: refers to the websites accessible through these urls: [www.stid-security.com](http://www.stid-security.com), either directly or through redirects.

STid: a simplified joint-stock company with capital of 1,000,000 euros, registered with the Marseille Trade & Companies Register under the number 408 472 751, whose registered office is located at 20 PA des Pradeaux, 13850 GREASQUE, FRANCE.

User(s): Any legal or natural person who uses the Websites.

## ARTICLE 2 - CONTRACTUAL DOCUMENTS

The contractual documents are these ToS and the STID privacy policy.

The purpose of the ToS is to define the conditions under which STid provides the User with a personal and non-exclusive right of access to the Websites.

## ARTICLE 3 - OBLIGATIONS OF THE USER

The User undertakes to comply with these ToS.

In particular, he/she undertakes to enter and transmit the Data in a rigorous manner, in compliance with the transmission formats, terms and frequencies provided for.

It is up to the User to ensure, under his/her responsibility, the accuracy and completeness of the data transmitted.

He/she shall pay particular attention to keeping his/her credentials confidential.

The use of the Websites by the User must not contravene the national and international laws, regulations, charters of use or ethics in force.

The User, through his/her behaviour and the information to be processed, undertakes not to infringe the rights of third parties, particularly by: distributing material protected by intellectual, literary, artistic or industrial property rights; or by distributing information, images or sounds amounting to press offences such as defamation, libel or that could be classed as denigrating or damaging to privacy, public order and morality.

The User acknowledges that he/she is solely responsible for the data he/she processes and stores via the Websites.

The User thus guarantees any third-party recourse against STid. This guarantee includes court costs and the fees of lawyers, bailiffs and experts mobilised to defend STid. The User undertakes to compensate STid for any harmful consequences directly or indirectly related to the use he/she makes of the Websites.

The User acknowledges that he/she knows the risks specific to the Internet network and the limitations in terms of data security. As such, it particularly recognizes the impossibility of a total guarantee of the security of data exchanges.

## **ARTICLE 4 - AGREEMENT ON EVIDENCE**

By common agreement between the Parties, the computer records kept by STid are evidence of the transmissions and processing carried out. It is STid's responsibility to keep these records under conditions guaranteeing the security and integrity of the data.

All material relating to the use of the account will be kept and archived by STid. STid may avail itself, especially for evidentiary purposes, of any act, file, record, follow-up report or statistics on any media whose computer support is established, received or stored by it. These evidentiary procedures are a presumption which can only be reversed if there is evidence that STid's recording and storing means were actually failing.

## **ARTICLE 5 - INTELLECTUAL PROPERTY**

All of the Websites are covered by French and international legislation on copyright and intellectual property. All reproduction rights are reserved, including for downloadable documents and iconographic and photographic representations.

Any representation and/or reproduction and/or partial or total exploitation of the Websites, by any means whatsoever, without the express and prior authorisation of the Administrator of the websites is prohibited and constitutes an infringement within the meaning of Articles L.335-2 and following of the French Intellectual Property Code.

Notwithstanding the preceding provisions and particularly for educational use, the reproduction of the texts of the Websites on paper is authorised, subject to the following cumulative conditions:

- Free distribution,
- Distribution under the sole responsibility of the User,
- Respect for the integrity of the documents reproduced: no modifications or alterations of any kind, respect of copyright,
- Clear and legible quotation of the source mentioning the Internet addresses of the websites.

The hypertext links implemented within the website towards other websites and/or personal pages and generally towards all existing resources on the Internet cannot engage the responsibility of STid.

The gathering of nominative information to enrich databases, for example for commercial or advertising purposes, is prohibited. STid cannot be held responsible for any damage or virus that could infect your computer or any computer equipment following use or access to the site or downloading from the Websites.

All texts and illustrations on the Websites are subject to copyright. Their reproduction for personal use is accepted but their unauthorised modification or distribution is prohibited. STid does not guarantee the accuracy of the information contained on the Websites or its suitability for a particular purpose.

Links to other websites may cause you to leave the Websites; we accept no responsibility for the linked websites. These links are established in good faith and we cannot be held responsible for any changes to these websites.

Please contact STid directly if you have any questions or comments regarding the information presented on the Websites.

## ARTICLE 6 - RESPONSIBILITY

With regard to the commitments contained in the ToS, STid is only bound by an obligation of means concerning access to services that depend on the Internet.

The Parties expressly agree that STid will also not be held responsible for service interruptions or damages related in particular to :

- A force majeure event or a decision from the authorities;
- An interruption of the electricity supply or transmission lines caused by public or private operators;
- Abnormal or fraudulent use by the User or third parties requiring the service to be stopped for security reasons;
- A malfunction of the hardware or software solutions hosted, access to the User's Internet network or misuse of the Websites by the User;

- An intrusion or fraudulent maintenance of a third party in the system, or illegal data mining, despite the implementation of security means according to the current state of the art, with STid only having an obligation of means with regard to known security techniques;
- The nature and content of the information and data created and/or communicated by the User; more generally, with STid not being responsible for data, information, results or analyses from a third party transmitted or received through the use of the Websites;
- A delay in the routing of information and data;
- The operation of the Internet network or telephone or Internet access cable networks not implemented by STid.
- In any case, by mutual agreement between the Parties, STid's responsibility excludes tangible and intangible damages.

## **ARTICLE 7 - TOLERANCE**

It is formally agreed that any tolerance or waiver by one of the Parties, pursuant to all or part of the commitments provided for in the ToS, whatever the frequency and duration may have been, shall not be considered as a modification of the ToS or generate any rights.

## **ARTICLE 8 - APPLICABLE LAW - LANGUAGE OF THE CONTRACT**

By express agreement between the Parties, the ToS are subject to French law, to the exclusion of any other legislation.

The contract resulting from the ToS is written in French. If it is translated into one or more languages, only the French text shall prevail in case of dispute.

## **ARTICLE 9 - DISPUTES**

ANY DISPUTES RELATING TO THE CONCLUSION, INTERPRETATION, PERFORMANCE OR TERMINATION OF THIS CONTRACT SHALL BE SUBMITTED TO THE COMPETENT COURT OF MARSEILLE ONLY, INCLUDING IN EMERGENCY PROCEEDINGS, NOTWITHSTANDING THIRD-PARTY APPEALS AND MULTIPLE DEFENDANTS.