



termes et conditions

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Vous acceptez d'être lié par les présentes Conditions («Conditions d'utilisation»), dans leur intégralité, lorsque vous accédez au Site Web ou commandez un produit et / ou un service via le Site Web («Services du fournisseur», et avec les Services d'abonnement, tels que définis ci-dessous, les «Services»), la Politique de confidentialité («Politique de confidentialité»), ainsi que toutes autres règles de fonctionnement, politiques, barèmes de prix et autres conditions générales supplémentaires ou documents pouvant être publiés de temps à autre (collectivement, l'accord").

Veuillez lire attentivement les termes complets de l'accord. Si vous n'acceptez pas l'accord dans son intégralité, vous n'êtes pas autorisé à utiliser les services et / ou le site Web de quelque manière que ce soit. NOUS REFUSONS SPÉCIFIQUEMENT L'ACCÈS AU SITE WEB ET / OU À NOS SERVICES PAR TOUTE PERSONNE QUI EST COUVERT PAR LA LOI DE 1998 SUR LA PROTECTION DE LA VIE PRIVÉE DES ENFANTS, TELLE QUE MODIFIÉE («COPPA»), ET RÉSERVEZ LE DROIT DE REFUSER L'ACCÈS AUX SERVICES ET / OU AU SITE WEB À TOUT INDIVIDU, DANS SA DISCRÉTION EXCLUSIVE UNIQUE.

CHAMP D'APPLICATION ET MODIFICATION DE L'ACCORD

Vous acceptez par les présentes les termes et conditions énoncés dans l'accord en ce qui concerne votre utilisation de notre site Web. L'accord constitue l'intégralité et l'unique accord entre vous et nous en ce qui concerne votre utilisation du site Web et remplace tous les accords, représentations, garanties et / ou accords antérieurs ou contemporains concernant le site Web.

Veuillez noter que ces conditions peuvent changer de temps à autre. Si nous modifions ces conditions, nous vous informerons des choix que vous pourriez avoir à la suite de ces changements. Nous publierons également un avis indiquant que ces conditions ont changé. Votre utilisation continue du site Web et / ou de nos services implique que vous acceptez pleinement de vous conformer à toutes les modalités et conditions contenues dans l'accord en vigueur à ce moment-là. Il est de votre responsabilité de consulter fréquemment cette page pour les mises à jour et / ou les modifications.

EXIGENCES

Le site Web et nos services ne sont disponibles que pour les personnes qui peuvent conclure des contrats juridiquement contraignants en vertu de la loi applicable. Le site Web et les services ne sont pas destinés à être utilisés par des personnes de moins de dix-huit (18) ans. Si vous avez moins de dix-huit (18) ans, vous n'avez pas la permission d'utiliser et / ou d'accéder au site Web et / ou aux services.

DESCRIPTION DES SERVICES

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Sous réserve des termes et conditions de l'accord, en vous inscrivant sur le site Web et en recevant l'approbation de notre part, vous pouvez obtenir, ou tenter d'obtenir, moyennant des frais ou sans frais, les services d'abonnement. Les Services d'abonnement vous fourniront du contenu e-mail, du texte et d'autres éléments («Contenu d'abonnement») pertinents pour le marketing en ligne fournis par nous et des partenaires tiers («Fournisseurs tiers»). Ce n'est PAS un conseil en investissement. Si vous souhaitez interrompre la réception du contenu de l'abonnement, envoyez-nous simplement un e-mail. En utilisant le contenu de l'abonnement et / ou tout service d'abonnement, vous comprenez et acceptez par la présente que nous ne sommes pas responsables de quelque manière que ce soit de l'exactitude, de l'exhaustivité ou de la pertinence du contenu de l'abonnement, les Services d'abonnement ou votre incapacité à utiliser les Services d'abonnement et / ou le Contenu d'abonnement. Vous comprenez, acceptez et confirmez par la présente que nous ne serons pas responsables envers vous, les utilisateurs finaux ou les tiers, de toute réclamation en relation avec l'un des Services d'abonnement.

Vendor and Third Party Services

By completing the applicable purchase order forms you can obtain, or attempt to obtain, certain products and/or services from the Website. The products and/or services featured on the Website may contain descriptions that are provided directly by the Third Party Provider manufacturers or distributors of such items. We do not represent or warrant that the descriptions of such items are accurate or complete. You hereby understand and agree that we are not responsible or liable in any manner whatsoever for your inability to obtain products and/or services from the Website or for any dispute with the product's seller, distributor and end-user consumers. You understand and agree that we shall not be liable to you or any third party for any claim in connection with any of the products and/or services offered on the Website.

General

The information that you must supply in connection with registering for the Services may include, without limitation, some or all of the following: (a) your full name; (b) company name; (c) e-mail address; (d) mailing address (and billing address if different); (e) home telephone number; (f) work telephone number; (g) fax number; (h) credit card information; and/or (i) any other information requested on the applicable registration form ("Service Registration Data"). You agree to provide true, accurate, current and complete Service Registration Data. We have the right to reject any Service Registration Data where it is determined, in our sole and exclusive discretion, that: (i) you are in breach of any portion of the Agreement; and/or (ii) the Service Registration Data that you provided is incomplete, fraudulent, a duplicate or otherwise unacceptable. We may change the Registration Data criteria at any time, in our sole discretion.

Unless explicitly stated otherwise, any future offer(s) made available to you on the Website that enhance(s) the current features of the Website shall be subject to the Agreement. You understand and agree that we are not responsible or liable in any manner whatsoever for your inability to use and/or qualify for the Services. You understand and agree that we shall not be liable to you or any third party for any modification, suspension or discontinuation of any Services or other product, service or promotion offered by us and/or any of our Third Party Providers. You understand and agree that refusal to use the Website is your sole right and remedy with respect to any dispute that you may have with us.

LICENSE GRANT

As a user of the Website, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Website, Content and associated material in accordance with the Agreement. We may

terminate this license at any time for any reason. You may use the Website and Content on one computer for your own personal, non-commercial use. No part of the Website, Content, and/or Services may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Website, Content, and/or Services or any portion thereof. We reserve any rights not explicitly granted in the Agreement. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website. You may not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Your right to use the Website, Content, and/or Services is not transferable.

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CONFIDENTIAL INFORMATION

Confidential information means all confidential and proprietary information of a party, whether oral or in writing, which is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and surrounding circumstances, but shall not include information that is (1) generally known to the public without breach hereunder; (2) was known prior to disclosure hereunder without restriction on disclosure; (3) independently developed without breach hereunder; or (4) is rightfully received from a third party without any restriction on disclosure. The parties shall only use confidential information for the purposes of performing the obligations hereunder. We will not sell first party data without consent.

The duty to protect Confidential Information shall expire one (1) year from the date of termination of the Agreement.

HYPERLINKING TO THE WEBSITE, CO-BRANDING, "FRAMING" AND/OR REFERENCING THE WEBSITE PROHIBITED

Unless expressly authorized by us, no one may hyperlink the Website, or portions thereof (including, but not limited to, logotypes, trademarks, branding or copyrighted material), to their website or web venue for any reason. Furthermore, "framing" the Website and/or referencing the Uniform Resource Locator ("URL") of the Website in any commercial or non-commercial media without our prior, express, written permission is strictly prohibited. You specifically agree to cooperate with the Website to remove or cease, as applicable, any such content or activity. You hereby acknowledge that you shall be liable for any and all damages associated therewith.

EDITING, DELETING AND MODIFICATION

We reserve the right in our sole discretion, without prior notice, to edit and/or delete any documents, information or other content appearing on the Website.

DISCLAIMER

THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE MAKE NO WARRANTY THAT: (A) THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS; (B) THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) YOU WILL QUALIFY FOR THE SERVICES; OR (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WILL BE ACCURATE OR RELIABLE. THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WE, ANY OF ITS THIRD PARTY PROVIDERS OR OTHERWISE THROUGH OR FROM THE WEBSITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

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Visitors download information from the Website at their own risk. We make no warranty that such downloads are free of corrupting computer codes including, but not limited to, viruses and worms.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION AND/OR SERVICES PURCHASED OR OBTAINED FROM, OR TRANSACTIONS ENTERED INTO THROUGH, THE WEBSITE; (C) THE FAILURE TO QUALIFY FOR THE, SERVICES OR THIRD PARTY PRODUCTS FROM ANY OF OUR THIRD PARTY PROVIDERS, OR ANY SUBSEQUENT DENIAL OF THIRD PARTY PRODUCTS FROM SAME; (D) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; AND (E) ANY OTHER

MATTER RELATING TO THE INABILITY TO USE THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE US AND ALL OF OUR THIRD PARTY PROVIDERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATION STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, OUR MAXIMUM LIABILITY TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US. THE INABILITY TO USE THE WEBSITE, SERVICES, CONTENT, ANY THIRD PARTY PRODUCTS THAT YOU MAY RECEIVE FROM ONE OF OUR THIRD PARTY PROVIDERS, AND/OR ANY OTHER PRODUCTS AND/OR SERVICES THAT YOU MAY APPLY FOR THROUGH THE WEBSITE WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.

INDEMNIFICATION

You agree to indemnify and hold us, our parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Website, Services, or Content; (b) your breach of the Agreement; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for our and the benefit of, each of our parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

THIRD PARTY WEBSITES

The Website may provide links to and/or refer you to other Internet websites and/or resources including, but not limited to, those owned and operated by Third Party Providers. Because we have no control over such third party websites and/or resources, you hereby acknowledge and agree that we are not responsible for the availability of such third party websites and/or resources. Furthermore, we do not endorse, and are not responsible or liable for, any terms and conditions, privacy policies, content, advertising, services, products and/or other materials at or available from such third party websites or resources, or for any damages and/or losses arising therefrom.

PRIVACY POLICY/VISITOR INFORMATION

Use of the Website, and all comments, feedback, information, Registration Data and/or materials that you submit through or in association with the Website, is subject to our Privacy Policy. We reserve the right to use all information regarding your use of the Website, and any and all other personally identifiable information provided by you, in accordance with the terms of our Privacy Policy and applicable data protection laws.

LEGAL WARNING

Any attempt by any individual, whether or not our customer, to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Website, is a violation of criminal and civil law and we will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

CHOICE OF LAW AND VENUE

This Agreement shall be governed by and construed in all respects in accordance with the laws of the UK. The Parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the Parties fail to agree on the terms of settlement, the Parties will submit the dispute exclusively to confidential arbitration proceedings by a sole arbitrator under the ICC rules in London whose decision shall be final and binding. Neither party shall be allowed to file a claim with its local court of domicile or any other forum.

Data Protection Addendum

This Data Protection Addendum ("Addendum") forms part of our Terms and Conditions ("Principal Agreement").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.



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