



## WEBSITE TERMS OF USE

### Agreement to Terms of Use

These Terms of Use apply to the Artedas Website located at [www.artedas.eu](http://www.artedas.eu) and all associated websites linked to that Website by Artedas or its subsidiaries throughout the world (collectively, the “Website”). The Website is the property of Artedas Sarl. BY USING THE WEBSITE YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, PLEASE EXIT THE WEBSITE AND REFRAIN FROM FURTHER USE.

Artedas reserves the right in its sole discretion to modify, amend or add to these Terms of Use at any time. It is your responsibility to check the Website for such changes. Your use of the Website after changes have been posted shall constitute acceptance of such changes. So long as you agree to and comply with these Terms of Use Artedas grants you a non-exclusive, non-transferable limited license to enter and use the Website.

### Ownership and Legal Protection

All content contained on the Website, including all text, graphics, trademarks and logos, sound, images and all underlying computer code (collectively, the “Content”), together with all associated trade dress or “look and feel” of the Content on the Website is exclusively owned by Artedas or licensed to it for use on the Website and is protected by numerous intellectual property and other laws, including but not limited to copyright, trademark, trade dress and unfair competition laws. Unless otherwise stated herein, no part of the Website may be copied, reproduced, republished, translated, transmitted or distributed in any manner (including “mirroring”) without Artedas prior written consent. So long as you are in compliance with these Terms of Use, you may download information regarding Artedas products from the Website for your personal use only, so long as you do not remove any proprietary notices contained in such downloads. The right to copy such product information in no way grants you any other rights in the Content.

## Use Restriction

This Website and its contents are protected by copyright, author rights and/or other intellectual property rights which are the property of Artedas or third parties. This Website and its contents may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the prior written consent of Artedas, except that you may download, display and print one copy of the information on this Website solely for your personal, non-commercial use, provided that you do not modify the information in any way and you keep intact all copyright, trademark and other proprietary notices.

Nothing contained in this Website shall be construed as conferring any license or right to any copyright, patent, trademark or other proprietary interest of Artedas or any third party.

## Links to other sites

The Website may contain links to third-party, non-Artedas websites. Such links are provided for your convenience only and Artedas does not control or endorse any such third-party websites nor is Artedas responsible for any damage that you suffer in linking to or interacting with such third-party websites.

## Purchase of Artedas products

While the Website contains information concerning Artedas line of products and the manner in which you can purchase the same, such products are subject to additional terms and conditions not contained in these Terms of Use. In the event of a conflict between these Terms of Use and such other specific terms and conditions related to a product, the latter shall prevail. Artedas may make changes to the information on the Website regarding its products and services but does not warrant or guarantee that all such information is at all times current and you should check with Artedas or an Artedas local representative in the event you have questions about the currency of such information.

## Account and Security

If at any time a portion of the Website requires that you open a Premium Account with Artedas you may be asked to provide an identifier and password for your account. It is your sole responsibility to maintaining the confidentiality of such account information and you are solely responsible for any activity undertaken in

connection with your account in the event you fail to maintain confidentiality of the account information. .

## **Disclaimer**

Artedas does not guarantee that the Website will always be available, error-free or uninterrupted. The content on the Website is provided on an “as-is basis” and is subject to change at any time in Artedas sole discretion. Artedas disclaims any liability for any damage you suffer by downloading any files or content from the Website or from any third-party website to which Artedas Website is linked, whether due to a computer virus or any other reason. Your sole remedy against Artedas for any damage is to cease use of the Website or the content. This disclaimer applies to any claim or cause of action you may have, whether for breach of contract, negligence or any other tort or statutory cause of action whether now existing or later coming into existence.

## **Limitation of Liability**

The material on this Website is provided for general information only and should not be relied upon or used as the basis for making any transactions of any kind whatsoever. Artedas is taking reasonable care in insuring that information is accurate at the time it is added to the Website. Nevertheless, please note, that Artedas makes no representations or warranties as to the accuracy or completeness of any materials and information contained in this Website. Information contained in this Website may be changed or updated at any time without notice.

The use of the materials or any information incorporated thereto, in whole or in part, contained in this Website is your sole responsibility. Artedas disclaims any liability for any damages whatsoever including without limitation direct, indirect, incidental and/or consequential damages resulting from access to the Website and use of the materials provided therein.

## **Indemnity**

You agree to indemnify, defend and hold harmless Artedas and its officers, directors, employees and agents from any demands, losses, liability, claims or expenses (including attorneys’ fees) arising out of your use of the Website or Content.

## **Violation of Terms of Use**

Artedas may at any time take action to bar your continued use of the Website or Content if it determines in its sole discretion that you have violated these Terms of Use or any other agreements that you have entered into with Artedas. You also agree that any violation by you of these Terms of Use would be an unfair business practice for which monetary damages would not adequately compensate Artedas and that Artedas is entitled to injunctive relief if required to prohibit further violations. Such relief is in addition to and not in lieu of any other remedies that Artedas is entitled to seek in the event of any violation of these Terms of Use. In the event that Artedas does take legal action against you for any such violation and prevails, you shall be liable to Artedas for all reasonable expenses and attorneys' fees associated with such legal action.

## **Governing Law; Dispute Resolution**

This Website is controlled by the Artedas from its Head Office located in Saint Maur FRANCE. All matters relating to the access to, or use of, this Website shall be governed by the laws of France, to the exclusions of its conflict of law provisions. Any dispute or difference arising out of or in connection with these Terms of Use or this Web Site, which dispute or difference cannot be settled amicably, shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Créteil - FRANCE-.