

GENERAL TERMS OF USE

Date of last update : **October 2018**

Definitions :

ROCTOOL: designates the company ROCTOOL SA, a simplified joint-stock company incorporated and existing under French Law, registered in the Register of Trade and Companies of Chambéry under number 433 278 363, whose registered office is located in France at the following address: Savoie Technolac, BP 80341, Modul R, 73370 Le Bourget du Lac.

The User(s): designates the user(s) of ROCTOOL's website.

The Website: designates the website of the company ROCTOOL, accessible on the following link : <https://www.roctool.com> and governed by the present General Terms of Use.

GTU: designates the present General Terms of Use.

Intellectual Property Rights: designates all the Intellectual Property Rights owned by ROCTOOL (copyrights, designs & models, patents, trademarks) in relation to the Website.

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The General Terms of Use aim at defining the terms and conditions in which ROCTOOL gives access to its Website and in which the Users may access to the Website.

Any connection to the Website entails the respect of the General Terms of Use from the Users.

Article 1: Aim of the Website

The Website aims at describing the technologies and the activities implemented and developed by ROCTOOL.

ROCTOOL notably implemented processes of moulding of composite materials used in a variety of sectors such as the automotive industry, the aerospace industry, the medical sector, the consumer electronics and the consumer goods sector.

Article 2: Access to the Website and ROCTOOL's liabilities

2.1. Content of the Website

The Website contains different headings which purpose is to inform the User of the activity of ROCTOOL and in particular to introduce:

- The different technologies and moulding processes implemented by ROCTOOL;
- The advantages of the moulding processes and solutions implemented by ROCTOOL for a variety of applications and materials (such as metal, plastic and composite materials);

- The types of Industries targeted by the moulding processes and solutions implemented by ROCTOOL (such as the automotive industry, the aerospace industry, the medical sector, the consumer electronics sector and the consumer goods sector);
- The company and the teams of ROCTOOL as well as press releases and news about ROCTOOL.

2.2. Access and availability of the Website

The User can access the Website by connecting to the following address:
<https://www.roctool.com>

Access to the Website is free, apart from the costs linked to the Internet connection that remains at the expense of the Users.

ROCTOOL makes all reasonable efforts to ensure the access, the consultation and the use of the Website by the Users.

The website is accessible 24 hours a day, 7 days a week unless occurrence of an event of *force majeure* or of an event that is not in the control of ROCTOOL and subject to the potential breakdowns and maintenance operations, updates and technical improvements of the Website necessary for the normal functioning of the Website.

The operations of maintenance, updates and technical improvements shall be carried out without the Users being informed beforehand and ROCTOOL shall be able to suspend and/or modify temporarily or definitely the access and/or the use of the Website at any time, because of technical or regulatory constraints.

ROCTOOL shall not be held liable for the abovementioned reasons.

ROCTOOL shall not insure the constant availability of the Website, the absence of any failures of the Website, and shall not be held liable for any temporary or definitive deny of access or use to part or all of the Website.

As a consequence, ROCTOOL shall not be held liable for any direct or indirect loss, regardless of the cause, nature or consequences thereof due to any User's access or his/her inability to access the Website.

ROCTOOL shall be able to bring corrections and failures that would be brought to its attention by the Users and to update and modify the available data and information on the Website.

2.3. Use of the Website's content

2.3.1. ROCTOOL makes all reasonable efforts to ensure that the information provided through the Website is accurate and up to date.

ROCTOOL reserves the right to modify the content of the Website at any time and with no prior notice.

ROCTOOL shall not, however, guarantee the constant accuracy, precision or comprehensiveness of the information provided on the Website as well as on the hypertext links or any other computer links directly or indirectly accessible from the Website.

Therefore, ROCTOOL shall not be held liable for the following reasons:

- (i) Any inaccuracy, vagueness or omissions of the information provided on the Website, provided such inaccuracy, vagueness or omissions does not constitute unfair commercial practices under French legislation;
- (ii) Any loss due to the fraudulent intrusion of a third party resulting in a modification of the information provided on the Website;
- (iii) any direct or indirect loss, regardless of the cause, nature or consequences thereof due to the use of, and/ or reliance upon any information obtained either directly or indirectly from this Website;

2.3.2. The information provided on the Website, in particular of financial nature, is for information purpose only. Hence, ROCTOOL shall not be liable for any use of the information provided on the Website by the User.

In particular, no information provided on the Website shall constitute or shall be deemed to constitute an invitation to invest nor an offer of sale.

Article 3: Users' liabilities

3.1 The equipment and the material enabling the access to the Website are at the exclusive expense of the Users; the Users shall bear the costs of communication entailed by the consultation and the use of the Website.

3.2 The Users are exclusively liable for their IT equipment, data and software as well as for their connection to the network enabling them to access the Website. The Users shall in particular ensure the compatibility of their equipment, software and connection with the Website.

3.3. When accessing and using the Website, the Users accept the characteristics, limits and risks of Internet.

Hence, ROCTOOL shall not be held liable for:

- dysfunctions of the Internet connection of Users,
- response time to consult the Website,
- interruptions of service generated by malfunctions of the Internet connection;
- the absence of protection of the User's data against data leakage, hijacking, intrusions, virus, and any cyber risks.

It belongs to the Users to take all the appropriate measures to protect their own data, programs, files, subject to the obligations of ROCTOOL.

Therefore, ROCTOOL shall not be held liable for any damage to the material, equipment, software or data of the Users resulting from its connection to the Internet and to the Website.

3.4. Any User that wishes to create a hyperlink to redirect to the Website recognizes ROCTOOL's right to request the removal of such a link, if ROCTOOL reckons that the websites on which is created the hyperlink are incompatible with the object of the Website or infringing ROCTOOL's rights.

In particular, the Users shall not create a hyperlink redirecting to the Website, on any websites that:

- reproduce the content of the Website, without the prior authorization of ROCTOOL;
- misrepresent ROCTOOL's relationship with the Users or the editor of the websites, or pretend that ROCTOOL is endorsing or sponsoring the Users, the websites or their contents, services or products;
- present disparaging, misleading, or false information about ROCTOOL's Website and its content, its services or products and that would prejudice ROCTOOL's reputation and override the freedom of expression of the Users;
- contain content that could be construed as obscene, libellous, defamatory pornographic, or inappropriate;
- use ROCTOOL's trademarks, logos, trade names, trade dress, or any other Intellectual Property Rights without obtaining prior authorization from ROCTOOL;
- contains any information that infringe any Laws.

Any reference made by the Users to ROCTOOL, its products, and its Website shall comply with the present GTU; as a general rule, the Users refrain from using the Website in a manner that may affect/distort or prejudice the image and reputation of ROCTOOL and its affiliated companies.

3.5. The Website may contain links/hyperlinks redirecting to other websites that are not edited or monitored by ROCTOOL; these links are only made available for the Users' convenience.

However, the presence of such links on the Website shall, under no circumstances, be construed as a specific or implicit approval of these websites or the products and services offered on these websites; in particular, ROCTOOL:

- declares making no advertisement whatsoever of third parties' websites;
- shall not be held liable for any damage and risks incurred by the Users that would be linked or generated by the access and the use of third parties' websites;
- shall not be held liable as to the accuracy or reliability of the information, data, opinions, advices, declarations accessible on these third parties' websites.

3.6. The Users commit themselves not to disturb or prejudice the Website in any manner and notably by transmitting materials or contents that contains IT viruses or any malwares or to commit any acts involving cybercrime.

3.7. The Users commit not to impersonate any physical or legal person in the course of the use of the Website.

Article 4: Data protection and cookies

ROCTOOL invites the Users to consult its personal data protection policy accessible on the following link: http://www.roctool.com/uploads/images/hero/Document-2-Data_protection_policy-7.8.18.pdf

This personal data protection policy is aimed at informing the Users as to:

- the processing of the Users' personal data collected by the Website;
- the rights of the Users on their personal data;
- the functioning, management and blockage of cookies.

Article 5: Intellectual Property

The general structure of the Website as well as the texts, photographs, icons, audio content, computer graphics, logos, images, trademarks, sounds, videos that it may contains are the exclusive property of ROCTOOL and on which ROCTOOL detains Intellectual Property Rights.

ROCTOOL is also the owner of Intellectual Property Rights, among which copyrights on the contents of the Website.

Any partial or full representation/display and/or reproduction and/or exploitation of the contents of the Website, in any manner, without the prior authorization of ROCTOOL and by writing, is prohibited and shall constitute an infringement in the sense of article L. 335-2 and seq., article L.515-1 and seq., L.521-1 and seq., article L.615-1 and seq., article L.615-12 and seq., and article L. 716-1 and seq. of the French Intellectual Property Code.

The Users are not authorized to reproduce, represent or commercialize these contents except in the following cases:

- private copy (Users can print the content of the Website for their sole personal use);
- representation in the family circle;
- illustrative and educational purpose.

In general, any representation and/or reproduction and/or partial or full exploitation of Intellectual Property Rights, without ROCTOOL's prior authorization, in any way, is strictly prohibited and is likely to constitute an infringement under article L. 335-2 and seq., article L.515-1 and seq., article L.521-1 and seq., article L.615-1 and seq., article L.615-12 and seq., and article L. 716-1 and seq. of the French Intellectual Property Code.

In any case, the Users shall not make any secondary use of the content against payment or free of charge.

Should the Users obtain a prior authorization from ROCTOOL to use the content of the Website, the Users commit to comply with the conditions imposed by ROCTOOL for the use of such content.

Article 6: Modification of the GTU

ROCTOOL reserves the right to modify the GTU at any time and without prior notice, in order to adapt them to the evolution of the Website; with the understanding that the applicable GTU are the GTU accessible by the Users at the time of the use of the Website by the said Users.

Article 7: Contact

The Users can contact ROCTOOL:

- by post at the following address : Modul R - Savoie Technolac, 34 allée du lac d'Aiguebelette, BP 80341, 73370 - Le Bourget du Lac;
- by e-mail at the the following address: legal@roctool.com;
- by phone at the following number: **+33 04 79 26 27 0**

Article 8 : Miscellaneous

Should any of the clauses of the GTU be declared void or inapplicable by application of a law or regulation or by decision of the Courts, it shall be deemed unwritten and the other clauses shall remain valid and applicable.

Article 9: Applicable Laws and litigation

Any dispute in relation to the interpretation and/or execution of the GTU is subject to French Law.

In the event of a dispute, notably in relation to the interpretation or execution of the GTU, the Users and ROCTOOL shall make their best efforts to find an amicable issue to the dispute.

To this aim, ROCTOOL can be contacted at the following addresses:

- by post at the following address : Modul R - Savoie Technolac, 34 allée du lac d'Aiguebelette, BP 80341, 73370 - Le Bourget du Lac;
- by e-mail at the the following address: legal@roctool.com;
- by phone at the following number: **+33 04 79 26 27 0**

Should no amicable solution be found between the Users and ROCTOOL, or in the absence of answer from ROCTOOL within one month, the User shall be able to submit the dispute to a mediator who shall try to bring the Users and ROCTOOL together in order to find an amicable solution.

The Users and ROCTOOL remain free to accept or refuse to resort to mediation as well as to accept or refuse the solution proposed by the mediator.

Should no amicable solution be found, any claim or dispute in relation to the interpretation and/or execution of the GTU shall be submitted to the competent Court of the place of residence of the Defendant.