

cegid



CegidLife

Terms of portal use & corresponding services

Terms of use of "cegidlife.com" Portal and corresponding Service(s).

These terms and conditions (hereinafter the "Terms of Use") govern the relationship between:

CEGID, limited company, whose registered office is located at 52 Quai Paul Sédallian, 69279 Lyon Cedex 09, registered with the Trade and Companies of Lyon under the number 410 218 010, operator of www.cegidlife.com,

Hereinafter referred to as "Cegid",

On the one hand,

And

Portal users referenced in the domain name www.cegidlife.com as identified by themselves when creating their account on said portal.

Hereinafter referred to individually as "User" or collectively "Users" or the "Client Company" or "Client".

On the other hand

Preamble

Cegid operates an Internet platform available at www.cegidlife.com (the "Website"), using available technologies, including a computer or a mobile device, and allows Users to access privileged content in a secure way.

The portal is dedicated to client users identified by name (username and personal password). They have access to information about Cegid products (help, news, developments...) as well as various online services (downloading, information from the Client Company, support requests, community spaces...). All services on the portal will allow Users to easily and quickly access various information and services. (Hereinafter referred to as "Portal").

To this end, the portal offers a registered User, a number of features exclusively dedicated to his need as a user of a software package or Cegid solution (Hereinafter referred to as the "Service") for which the user has previously acquired a right of use in specific conditions and subject to a separate contract. These features are accessible free of charge, when a contract is signed between Cegid and the Client. However, some paid features are optional (e.g.: Support request service available depending on the level of contract subscribed, remote tax declaration service available with paid subscription...).

All Users of this portal are clients of a software package or Cegid solution and accept these Terms of use.

By accessing the portal and by registering prior to its use in the manner prescribed in section 1 below, the User acknowledges to meet the conditions to benefit from being a User as defined in Article 1 below, after reading the Terms of Use and agreeing to abide by them entirely. These Terms of Use are therefore a contractual agreement between him and Cegid.

Access and use of certain features of the portal may also be subject to particular terms of sale, as well as Recommendations, which are an integral part of these Terms of Use. Moreover, the User agrees to know and respect in all circumstances the Privacy Policy http://media.cegid.com/documentation/cegidlife/Charte_usage_CegidLife_com.pdf. These Terms of Use as well as other documents and the portal registration form are hereinafter referred to, together or separately, as the "Charter".

If the User fails to comply with any of the obligations and conditions contained in these Terms of Use, he is advised not to access the portal and not to use it.

Section 1. Definitions

Portal Administrator: means any person or provider designated by Cegid to manage the portal.

Administrator: Refers to an employee of the Client Company in charge of the information system management on various levels such as security, functioning, operations or evolution.

The Administrator grants access to various Services offered by Cegid on its Portal dedicated to Collaborators.

CIL: Cegid's Data Protection Act contact.

The IT contact, whose appointment made by Cegid is notified to the CNIL (Commission nationale de l'informatique et des libertés), independently makes sure that personal data is secure and that the automated processes implemented within Cegid comply with the data protection act.

Graphic Charter: Refers to the creations of the portal's general structure.

Client: A company that uses Cegid solutions and wants, for its employees, an access to the "www.cegidlife.com" Portal as well as to the corresponding service(s).

Employee: Refers to the person exercising his professional activity in the Client Company.

Cegid Content(s): Refers to the brands, logos, domain names, graphics, trailers, photographs, software applications, software, solutions, animations, texts, sales descriptions and any other item whether visual and/or audio from cegidlife.com.

Contract: Refers to any other contract between Cegid and the Client Company.

IT contact: His mission is to provide Users with a first level support.

Form: Refers to the registration form available online on the portal (called "User Management - creating a new User"). The User must complete this form to access the Service.

Forum or Collaborative Space: Refers to the service for exchange and discussion on a given topic. Each User can read, at any time, the interventions of others and make his own contribution, in accordance with principles set out in this Charter and mandatory legal terms proper to the Data Protection Act.

Moderator: Refers to the person appointed by Cegid to oversee the communication activity of the Forum. His mission is to lead discussions, to monitor the exchanges and discussion of the Users, to make decisions regarding the content and threads, to move the discussions from one section to the other in order to keep the topics organized. He also has the discretionary power to lock the discussion, to delete messages that do not comply with the present Charter, to avoid advertising spams and bombings, as well as statements that may constitute criminal offenses.

Portal: Refers to cegidlife.com portal accessible, in particular, at cegidlife.com.

Services: Refers to the services offered by Cegid on its portal.

User: Refers to any Internet user who has filled in personal data on the Portal Registration Form and who has, after receiving a confirmation email, definitively validated his cegidlife.com account.

User Content(s): Refers to the graphics, videos, photographs, animations, pseudonyms, names, symbols, texts, comments, and more generally any item whether visual, audio or text originating from a User of the Website.

User Support: Refers to the person in charge of providing, to Users, technical assistance in the use of the Portal.

Section 2. Scope and acceptance of terms and conditions of service of the Website

The Charter aims to define:

1. The rights and obligations of the Users during their use of the Portal and Services, in their mutual relations with other third party and Cegid.
2. Cegid's power to control and monitor the use of the Portal.

2.1 These Terms of Use are in English and intended to apply exclusively between Cegid, and any user wishing to access the portal and/or use the Services.

2.2 The Services are only available to Users. Any use of the Services or Portal automatically entails the application of these Terms.

Section 3. Terms of subscription & access to services

3.1. - User status

To become a User, the Client must have the capacity to enter into a contract within the meaning of the law, and must have accepted these Terms of Use without reservation.

3.2. - Registration required prior to accessing the Service

In order to use the Service, the User must first ask the Administrator to register him to the Service by completing the registration form which is available online on the Portal. The User will receive a confirmation email, at the e-mail address specified by the Administrator, to validate his account. By completing this form the User confirms having read these Terms of Use and agrees to comply with them without reservation.

By completing the registration form, the User guarantees Cegid he has provided accurate, updated, and complete information concerning his identity, occupation, contact information and Cegid products ("Personal Information"). He commits himself, among other things, to provide a working email address. If he is not acting for himself, he guarantees to be acting on behalf of a person or entity that meets the above conditions, or on behalf of a person that he legally represents or by whom he has been mandated to enter a contract with Cegid and authorized to give the information needed to use the Service, subject to the conditions set forth herein.

The User agrees to regularly update all his Personal Information, in order to preserve their accuracy in his own interest, considering the purpose of the Service. Each User can, at any time, make changes to his personal data, whether these changes seem to him useful or necessary, by clicking on "My Info" available in the different sections of his profile, including the registration information, or via "My Info" accessible in his profile.

The User is informed that Cegid will check the Form filled via the portal and is entitled to suspend the provision of the Service to any User whose registration procedures violate these Terms of Use. In addition, Cegid will disable access to services when the User has not complied with its obligations (including its obligation to pay) under parallel contracts with Cegid herein and / or in case of non-payment of optional paid Services, if entered into in connection with the access to the Portal.

In the event that the User has provided false, inaccurate, not updated or incomplete information, Cegid will be entitled to suspend or terminate access to the Portal and its account and refuse, in the future, access to all or part of the Service.

In the event that the User has violated applicable laws, including criminal, or those designed to protect the rights of a third party, or if his conduct has harmed the interests of any person whatsoever, including Cegid or any other organization having a legal relationship with Cegid, or use of the Service by another User, Cegid will be entitled to suspend or terminate access to the Portal and refuse, in the future, access to all or part of the Service.

Cegid is in no way liable for third parties and Users of errors, omissions, inaccuracies that could be found in the information provided by a User.

3.3. - User Account and Password

The User undertakes to create only one account corresponding to his profile.

Each User will receive, as part of the registration process, at the email address he mentioned during his registration, an e-mail to activate his account. The Service will be fully accessible when the User has completed the entire activation process described in this email.

The identification of a User within the information system is performed by the login and password pair. The login and password chosen by the User, during the registration process, provide access to the Service. The password is confidential and important as it gives access to the Service that contains confidential data. The User must be the only person to know his password. He must memorize it, must not disclose it, must not write it down or give it to anyone. The User will be held responsible for password disclosure.

These data are confidential and must not be disclosed ("Confidential Information").

Cegid chooses the password security policy (complexity, length, validity period).

The password must include at least 8 characters and three types of characters:

1. Uppercase letters
2. Lowercase letters
3. Numbers
4. Special characters (:?; = - + ...)

It should not contain the login and will be renewed every three (3) months.

The Client's Administrator is solely responsible for any use which may be made of the login and password of employees and solely guarantees confidentiality, and any use of his account.

The User commits himself to informing the Administrator immediately of any unauthorized use of his account, and of any breach of confidentiality and security of his means of identification. The Administrator may, if he deems necessary, suspend the User's account.

If Cegid has reasonable grounds to believe that the security of the Service is breached or that it is misused as a result of unauthorized use of the means of identification of the User, it may proceed with the temporary suspension of the account in order to preserve the integrity of the Portal and data. In addition, and if it seems appropriate, Cegid may require the User to change his means of identification. In the event that the User wishes to make changes to his means of identification, he only has to connect to the Portal and use the "Forgot your password?" option to start the password resetting process.

Insofar as his means of identification will end up in the hands of a third party due to his own mistake, the Client will be solely responsible for any use of these means of identification and use of the Service made accordingly. Cegid will in no case be held responsible for any loss or damage resulting from non-compliance, by the User, with obligations under this Charter.

The Client is solely responsible for the verification of access (passwords) of its Employees and their use of the various services available. Cegid will in no case be held responsible for the use made of the Portal. In case of termination of the Client's business or the cancellation or termination of this Contract for any reason whatsoever between the Client and Cegid, User accounts will be disabled by Cegid.

Cegid agrees not to retain any Confidential Information and to return immediately to the Client any media storing confidential information as well as any item that may have been provided by the User in order to use the Services and access the Portal.

Section 4 - Use of the Portal / Obligations

The user has the option to subscribe to one or more Services offered by Cegid directly on the Website ("My clearances"). However, for some Services, the Administrator shall validate the subscription of the User (e.g. of services subject to validation: User Management Service, remote tax declaration service...).

The User shall not, when using the Portal, engage in acts of any kind, such as issuing, publishing, or the online dissemination of data and / or content that would violate the law, would undermine public order, morality or the rights of Cegid and third parties.

The User agrees, when using the Portal, to respect the following non-exhaustive list of rules:

1. To provide accurate information during his registration and use of the Portal; Not to use a false identity to mislead others;
2. To comply with the laws, respect the rights of others and the contractual stipulations as mentioned in the present Charter; To use the Website in a fair manner, consistent with its professional activity only, and in accordance with the law, regulations and in compliance with standard practices; To respect intellectual property rights relating to the content supplied by Cegid and by other users, as well as intellectual property rights of third parties; Consequently, each User agrees not to reproduce and/or communicate to the public, via the Portal, one or more contents without the authorization of the right holders of that content, when required; Not to divert or attempt to divert any Portal functionality beyond its normal use as defined herein;
3. To never criticize, denigrate or undermine the image of Cegid or its products in any form whatsoever and for any reason whatsoever, particularly in exchanges done via the Collaborative Space;
4. Not to use a robot software, or any other equivalent process or automated tool, to browse the Portal and use the Service; To disclose to Cegid and other Users only the information he considers not to be prejudicial to himself, to other Users, to Cegid or to any third party; To refrain from distributing information or content that does not conform to reality; Not to distribute data, information or content that is defamatory, abusive, obscene, offensive, violent, conveying political ideas or inciting violence, racist or xenophobic and, in general, any content that is contrary to the laws and regulations or contrary to morality; Not to distribute data, information or contents aiming to diminish, disorganize or prevent normal use of the Portal, or to interrupt and/or slow down normal communications between Users; Not to use the Service to send mass unsolicited emails (commercial or otherwise); Not collect information about third parties, including e-mail addresses, in order to send commercial solicitations or equivalent, or to integrate them in a SEO service or equivalent whether free or paid, or to perform competitive intelligence.

In case of a breach by a User of one or more of the requirements mentioned in this Charter, Cegid reserves the right, via the Moderator, to suspend and/or terminate unilaterally access to the Portal, to block the account(s) of the User(s) concerned, to automatically delete messages in question, to prevent publication of all or part of the User's profile and/or block his access to all or part of the Service, whether temporarily or permanently, without any compensation. Users may report conduct or content on the Portal which is contrary to the rules listed above. They can

describe it and give its location on the Portal, as accurately as possible, using the contact Form available on the Website by clicking on User Support. However, Users are advised that all abusive reporting may itself be penalized in accordance with applicable regulations.

Section 6 - Description of Services

Cegid offers, on the cegidlife.com Portal, several Services classified according to various topics, subject to change with the Portal.

Users can upload data, information and more generally content, and they can exchange information within these spaces or on their profile while strictly complying with the law and these Terms of Use.

However, in the event of Cegid being duly informed about illegal content being posted on the Portal, it may have to remove it without notice on its part to the User who submitted this content.

Section 7 - Privacy and personal data

All personal data, that is to say "any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to him or her" under section 2 of the Data Protection Act (e.g.: elements of civil status), should be dealt with in accordance with this Act.

If while using the Website or Services, the User has to create files containing personal data:

1. He must make sure that the files are created in accordance with the Data Protection Act;
2. In any case, he must refrain from including in these files any inappropriate personal remarks about people mentioned (clients, colleagues, co-workers, applicants...).

Users' personal data are stored by Cegid on its servers for processing through the use of the Service and the Portal.

The User is reminded that he has a right to access, rectify, delete his personal data, to limit the processing, to object and that he may exercise that right in accordance with the Data Protection Act by writing to the following address: dataprivacy@cegid.com or by going to the Portal in the "My Info" section to access, modify or delete personal data. The User may also ask the Administrator of his company to delete his account

Cegid suggests that Users should read the Privacy Policy available on the Website cegid.com.

During the term of the Terms of Use, Cegid may use the personal data and information obtained as a result of using

the Service in accordance with applicable laws and regulations. Each User is informed that Cegid may also send him information and commercial proposals from its partners. Users are free to object by sending an e-mail to Cegid at dataprivacy@cegid.com.

In addition, each User is informed that his personal data can be used by Cegid to offer him to get in touch with other Users selected on the basis of the said data. This data is not communicated to the Users involved, except from what is already accessible via public profiles. It is used by Cegid for this purpose only. Each User agrees with that use of his data.

The required or optional nature of the requested data is stated on the Form for each input field. If the required data is not submitted, the User's registration application will not be processed.

Cegid undertakes not to disclose to third parties the information provided by Users of the Portal. This information is confidential. Cegid does not sell, does not commercialize, and does not rent, its User's personal data to third parties. Any personal data provided by the User will be destroyed within five (5) years after the closure of his Portal account or, at his request, when this Contract expires.

Cegid keeps track of the connections to the Portal and of their origin (log). This information is used for statistical analysis, and is subsequently destroyed.

Cegid makes sure that personal data collected via the Portal is not lost, inappropriately used, viewed, modified, or disclosed by unauthorized third parties.

Section 8 - Intellectual property

Cegid owns technical, graphic, textual and any other elements of the Portal, except for the content provided by the Users themselves and advertising provided by third parties. Cegid owns and has intellectual property rights over the software and databases it designed and developed to provide the Portal and the Service.

It is stated that the Portal's Visual Identity and Cegid's Contents on the Portal are protected by the law on intellectual property rights in force in France and for the world. Cegid holds all rights therein.

Content posted on the Portal by Cegid also belongs to the latter, subject to the reservations set out above. Cegid is the sole owner of all intellectual property rights relating to the Service, the Portal, the Content as well as the software and databases needed for its functioning. The use of the Website and Service does not give the User the rights over any of these elements, subject to the rights relating to the Content provided by the Users themselves and advertising provided by third parties.

The acceptance of these Terms of Use implies recognition by the User of Cegid's intellectual property rights listed above and commitment to respect them.

8.1. - Licence of the Portal and Service

Cegid grants the User a non-exclusive, personal, non-transferable license to use the Portal and the Service, as well as the data they contain, for personal use only, in accordance with these Terms of Use, and in particular, in accordance with the purpose of the Portal and Service (hereinafter "The License").

Any other use of the Website, the Service, including their Content and the data they contain is excluded from the scope of this license and may only be made after obtaining the prior written permission of Cegid.

Any extraction or re-use, beyond the normal use of the Portal, of the data contained in the Portal and/or the Service is strictly prohibited to the user and subject to the express consent of Cegid.

8.2. - License to use the content posted by Users

In order to enable the provision of the Service, and in accordance with the purpose of the Portal, the User grants Cegid a non-exclusive use of the Content and data that he includes and/or puts online through the Portal.

The User guarantees to Cegid that the data, information or content (s) concerned are in conformity with the law and do not infringe the rights of others.

Cegid acquires no ownership of data, information and/or content provided by the Users.

The User authorizes Cegid to reproduce, represent, adapt and translate the content and data he provided through the Portal, for the sole purpose of providing the Service, under the conditions listed below:

Cegid is authorized to reproduce all or part of the content provided by the User on any digital recording medium, present or future, including, but not limited to: any server, hard disk, removable or not, memory card or any other equivalent medium, in any format and by any process known or unknown to this day, to the extent necessary for any storage, backup, transmission or downloading implied by the functioning of the Portal and the Service.

Cegid is authorized to adapt and translate the Users' contents, as well as replicate these adaptations on any digital medium stated above, present or future, in order to provide the Service in different languages. This right includes the right to make, in respect of the moral right of the User, changes in the formatting of the content in order to comply with the Portal's Visual Identity and/or to make it

compatible with its technical performance or relevant formats for its insertion and/or publication via the Portal.

This authorization is intended to enable Cegid to broadcast via digital network, and any communication protocol, especially the Internet, Content and User data, so that any User may have access to it, via the Portal, from the place and at the time he chooses individually, according to the settings he defined.

This license is granted for the world and for the duration of the Service that ties the User to Cegid.

In the event that intellectual property rights are infringed on the Portal, the person having interests in his rights to be preserved must inform Cegid of this infringement with the contact Form available on the Portal by clicking "User Support".

Section 9 - Term and Termination

9.1. - Term

The present Charter shall remain in force for the duration of the Services, unless terminated earlier under the conditions described herein.

9.2. - Termination

In the event of non-compliance with these Terms of Use by the User, access to the Portal or to certain Services shall be immediately suspended as of right, by Cegid. In this case, Cegid will notify by e-mail the Client's Administrator of this suspension, and will make a formal notice for the violation to stop. If this notification remains unheeded after a period of eight (8) days, access to the Website or to some Services will be automatically terminated or suspended as of right by Cegid, without formality and subject to damage claims for the damages that may derive from this situation.

In case of a serious breach of any of its obligations by the User, the termination shall not result in repayment of sums already paid by the User under any Paid Services subscribed.

It is also recalled that, in the case of obvious violation of the regulations or requirements by the User, regardless of the nature, Cegid may suspend access to the Content concerned / or terminate the User's account and terminate access to the Portal without notice.

9.2.1. - Unsubscribe Portal

The User may unsubscribe from the Portal at any time by asking the Administrator to delete his account.

Section 10 - Guarantees and Liability

10.1. Guarantees

For the execution of all its obligations, Cegid is subject to a best effort obligation and should make the portal available 24/7, regardless of scheduled maintenance, subject to provisions of this section.

Access to the Portal and Services are provided "as is" and accessible according to availability.

Cegid makes no warranties express or implied, including, without this list being limited, warranties as to the quality and compatibility of the Services for a specific use, and non-infringement of the Services' rules of use by its Users.

10.2. - Responsibility of the User

All the necessary hardware and software needed to access the Portal and use the Service are solely the responsibility of the User. He has to take all appropriate measures to protect his own data, computer systems and/or software from contamination by viruses.

The use of information, messages or data of any kind available through the Service are the sole responsibility of the User. The decisions he would have to make or actions he would have to take, regarding this information, engage his responsibility only. The User is solely responsible for the use made of the Service and Portal, and more generally for any use or operation made from his account and profile.

The User is responsible for all data and information about him that he has posted, and for any Content that he has provided. The User acknowledges that Cegid does not exercise a pre-moderation over such Content and data and that it has no obligation to monitor the User's Content and data stored and transmitted via the Portal.

With respect to Cegid and, where applicable, to any third party, the Client is solely responsible for any damages, direct or indirect, of any kind whatsoever, including loss of earnings, loss of business, loss of revenue or profit, loss of clients, loss of opportunity, loss or corruption of files or data, or of any other financial loss originating from, or as a result of the access to the Portal, caused by information or any other content communicated, transmitted or distributed by the User during use of the Service.

10.2. - Liability of Cegid

Cegid is committed to providing the Service in accordance with these Terms of Use.

CEGID DOES NOT VERIFY THE VERACITY OF INFORMATION PROVIDED BY USER(S) AND DISCLAIMS ANY LIABILITY FOR INACCURACIES, INADEQUACY OR WRONGFULNESS OF SUCH INFORMATION.

CEGID SHALL, IN NO EVENT, BE LIABLE FOR ANY DATA, INFORMATION AND/OR CONTENT PROVIDED BY A USER, FOR THE LACK OF VERACITY OF THE SAID DATA, INFORMATION OR CONTENT, FOR ANY ERRORS OR OMISSIONS IT MAY INCLUDE, AS WELL AS FOR THE DAMAGES CAUSED BY THE USE OF CONTENT PROVIDED, POSTED, SENT BY EMAIL OR ANY OTHER WAY, BY A USER, VIA THE PORTAL.

CEGID HAS NO OBLIGATION TO MONITOR THE DATA AND CONTENT PROVIDED BY USERS, AND NO OBLIGATION TO DELETE CONTENT THAT DOES NOT CLEARLY APPEAR TO BE ILLEGAL NOTWITHSTANDING ITS REPORTING.

CEGID SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENCES WHICH MAY OCCUR DURING, OR AFTER, MEETINGS OR FIRST CONTACTS BETWEEN SEVERAL USERS, AS A RESULT OF THE USE OF THE PORTAL AND THE SERVICE.

BECAUSE OF THE PARTICULAR NATURE OF THE INTERNET, ACCESS TO THE PORTAL MAY BE INTERRUPTED OR RESTRICTED AT ANY TIME BY AN EXTERNAL CAUSE NOT RELATED TO CEGID. IN THAT CASE, CEGID SHALL NOT BE HELD RESPONSIBLE.

CEGID SHALL ALSO NOT BE HELD RESPONSIBLE FOR ANY INTERRUPTION OF ACCESS TO THE PORTAL DUE TO MAINTENANCE OPERATIONS, UPGRADES OR TECHNICAL IMPROVEMENTS, CHANGES IN CONTENT AND/OR PRESENTATION, IF THE OUTAGE IS REPORTED AND DOES NOT EXCEED THE PURPOSE WITH RESPECT THERETO. IN ADDITION, CEGID MAY TEMPORARILY OR PERMANENTLY SUSPEND ACCESS TO THE PORTAL AND SERVICE, DUE TO TERMINATION OF THIS ACTIVITY, OR IN THE CASE OF COMPULSORY LIQUIDATION OR VOLUNTARY WINDING UP OF CEGID. IN THESE EVENTS, THE ACCESS TO THE PORTAL WILL BE AUTOMATICALLY TERMINATED AS OF RIGHT.

CEGID RESERVES THE RIGHT, AT ANY GIVEN TIME AND WITHOUT NOTICE, TO MODIFY ANY INFORMATION CONTAINED ON THE PORTAL IN CONNECTION WITH ITS UPDATE OR CORRECTION OF ERRORS AND INACCURACIES.

CEGID IS NOT RESPONSIBLE FOR THE CONTENT OF THIRD PARTY WEBSITES, WHOSE HYPERTEXT LINKS ARE PRESENT ON THE PORTAL.

IN THE EVENT CEGID SHALL BE HELD RESPONSIBLE, THE TOTAL CUMULATIVE COMPENSATION, ALL CAUSES COMBINED, THAT THE CLIENT COMPANY MAY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, DIRECT AND PREDICTABLE, ACTUAL AND ESTABLISHED, AND TO THE AMOUNT POSSIBLY PAID BY THE USER TO CEGID OVER THE TWO(2) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OF CEGID.

SUBJECT TO THE APPLICATION OF THE PROVISIONS OF PUBLIC ORDER, NO LEGAL ACTION SHALL BE TAKEN BY THE CLIENT COMPANY AGAINST CEGID ON THE BASIS OF THE CONTRACT OR WARRANTIES REGARDING ACCESS TO THE PORTAL, AT THE EXPIRY OF A ONE (1) YEAR PERIOD FROM THE OCCURRENCE OF THE EVENT LEADING TO THIS ACTION.

IN NO EVENT CEGID OR ITS AFFILIATES, LICENSORS OR PARTNERS, SHALL BE HELD RESPONSIBLE FOR INDIRECT AND UNFORESEEABLE DAMAGES SUCH AS LOSS OF REVENUES, OR DAMAGES RESULTING FROM THE LOSS OF DATA OR BUSINESS INTERRUPTION CAUSED BY THE PORTAL, THE SERVICE OR THE CONTENT OR THE INABILITY TO USE THEM, WHETHER BASED ON WARRANTY, CONTRACT OR TORT.

Section 11 - Minimum Technical Requirements

The User acknowledges having the skills and resources necessary to access and use the PORTAL. The following minimum requirements are needed to access and use the PORTAL:

- The PORTAL is optimized for a screen resolution of 1024x768 pixels,It is compatible with Internet Explorer 7 or higher, Firefox 3 or higher, Safari 4 or higher, and Chrome 19 or higher,A connection to the Internet.

For this purpose, the User acknowledges having verified that his configuration is correct, contains no viruses and is in good working condition.

The equipment (computer, mobile, software, telecommunication means, etc.) giving access to the PORTAL and the Service are the sole responsibility of the User, as well as the telecommunication costs incurred by their use.

Section 12 - Amendments to the Terms of Use

Cegid reserves the right to change the Terms of Use in effect freely which are available and accessible on the website at cegidlife.com. Therefore, the User is encouraged to regularly read the latest updated version. The User is deemed to be aware of the Terms of Use updated.

Section 13 - Sale - Transfer of the Charter

The present Charter shall in no case be totally or partially transferred from the Client Company.

Cegid reserves the right to sell or transfer this Charter, without administrative formalities, in case of sale of business or branch of activity, of partial contribution of assets or merger. In this case, the transferee shall be substituted for Cegid in the performance of its obligations. The Client

Company expressly acknowledges that the transferee becomes the contracting party.

Section 14 - applicable law - jurisdictions

THESE TOS ARE SUBJECT TO FRENCH LAW. IN CASE OF DISPUTE RELATED TO THE INTERPRETATION, VALIDITY AND CONSEQUENCES OF THESE TOS, AND OF FAILURE TO FIND A FRIENDLY SOLUTION, THE SOLE COMPETENT COURTS WILL BE THAT OF LYON.

Given the global nature of the Internet, we inform you that you must comply with all rules applicable in your country of residence.

Section 15 - Cookies and IP addresses

To access the full description of how cookies are managed on Cegid websites thank you to visit this page " Managing-cookies-on-Cegid-s-websites" on Cegid websites <http://en.cegid.com>.