

# E-CATALOG TERMS OF USE (TOU)

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## 1. Preamble

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These Terms of Use (hereinafter the “**TOU**”) are made between the RAYGROUP company, a French joint-stock company (“société par actions simplifiée”) registered with the Trade and Companies Registry of Grenoble under number 487 947 483 and whose registered office is at 113 cours Berriat, 38000 Grenoble, France (hereinafter “**ARaymond**”) and any user of the E-catalog (hereinafter the “**User**”), collectively the “**Parties**”.

Any access and use of the E-catalog is under the conditions of these Terms of Use.

At the time of your first use of the E-catalog, you will be asked to read and accept the TOU beforehand. If you do not agree with these TOU, you should not use the E-catalog.

These TOU shall be subject to modifications at any time. Consequently, it is understood that the TOU applicable to the access and the use of the E-catalog are those in force on the website of ARaymond hosting the E-catalog at the time of this access. Any access subsequent to a modification of the TOU will require the preliminary acceptance of the new version of the TOU.

The TOU are downloadable at any time on a durable medium during the access to the E-catalog at the following address:

[https://media.araymond.com/eCat%20Automotive/Legal/TOU\\_ARaymond\\_ECATALOG](https://media.araymond.com/eCat%20Automotive/Legal/TOU_ARaymond_ECATALOG)

## 2. Definitions

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“**Account**” means the personal account of the User allowing him/her to identify him/herself in order to be authorized to use some specific functionalities of the E-catalog, as set out in the article 5 of the present TOU.

“**Images**” designates all the contents that a User can transfer from his terminal to the E-catalog or enter online in the E-catalog.

“**E-catalog**” means the website named “E-catalog” published by ARaymond, operating online and accessible from the following address: <https://catalog.araymond-automotive.com/>.

## 3. Object

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The TOU have the purpose to set the rights and obligations of the Parties within the context of the access and the use of the E-catalog.

## 4. Duration

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The TOU become effective as from their acceptance by the User.

They will remain in force as long as the User uses the E-catalog.

The User acknowledges and accepts that ARaymond may decide at any time to stop the provision of its E-catalog or to change the conditions of provision of the E-catalog.

## 5. Purpose of the software

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The E-catalog allows the User to search for and find the fastening (clips) or connection (quick connectors) solutions corresponding to their project in the catalogue of products offered by ARaymond.

The E-catalog also includes a visual search functionality intended to facilitate the search for product references in the ARaymond catalogue from an Image that the User uploads on the E-catalog. For this purpose, the E-catalog uses a technology of image recognition allowing to identify a product reference or several identical or similar product references from an Image used as a request. In addition, the User may request quotes from ARaymond's sales teams from the E-catalog.

Furthermore, the User's Account allows him/her to download some specific documents in relation to each product (3D, drawings).

The processing carried out by the E-catalog is entirely automated and is carried out without human intervention on behalf of ARaymond.

## **6. Safety precautions for using the Software - Warning**

**THE USER IS INFORMED THAT DESPITE THE PRECAUTIONS TAKEN BY HIM/HER, THE RESULTS PROVIDED BY THE E-CATALOG MAY BE INACCURATE, INCOMPLETE, FALSE OR NOT EXHAUSTIVE.**

**ARAYMOND WARNS THE USER THAT THE RESULTS PROVIDED ARE NOT GUARANTEED TO BE ACCURATE, COMPLETE, ERROR FREE, IDENTICAL, SUITABLE OR IN ACCORDANCE WITH THE PROJECT CREATED BY THE USER OR WITH THE USER'S PROFESSIONAL NEEDS.**

**ARAYMOND ADVISES THE USER TO ENSURE THAT THE RESULTS PROVIDED ARE ACCURATE AND RELEVANT, IN PARTICULAR BY CONSULTING ARAYMOND'S PRODUCT INFORMATION NOTICE TO ENSURE THAT THEY SUIT THE USER'S NEEDS AND, IF NECESSARY, TO CONTACT ARAYMOND'S COMMERCIAL OR TECHNICAL TEAMS.**

**WITH RESPECT TO THE VISUAL SEARCH FUNCTIONALITY, ARAYMOND PROVIDES THE USER WITH IMAGE RECOMMENDATIONS TO BE UPLOADED TO THE E-CATALOG IN ORDER TO OPTIMISE THE RESULTS PROVIDED BY THE IMAGE RECOGNITION TECHNOLOGY USED BY ARAYMOND. THESE RECOMMENDATIONS ARE AVAILABLE AT THE MOMENT OF THE UPLOAD.**

**PRIOR TO UPLOADING THE IMAGE, THE USER SHALL ENSURE THAT THE IMAGE DOES NOT CONTAIN INFORMATION CONSIDERED AS CONFIDENTIAL INFORMATION (INCLUDING TRADE SECRETS, TRADE SECRETS, KNOW-HOW, PATENTABLE AND UNPATENTED INVENTIONS) OR, IF NOT, THAT HE/SHE IS AUTHORIZED TO UPLOAD THEM TO THE E-CATALOG.**

## **7. Account Creation**

The Account is consisted of a login and a password allowing the User to identify him/herself online to be able to access some specific functionalities of the E-catalog, as set out in the article 5 of the present TOU.

The Account is strictly personal to the User; the latter commits him/herself not to reveal or communicate to third parties his identifiers.

ARaymond decides at its discretion the opening and closing of the Accounts.

## **8. Upgrades**

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ARaymond remains free to upgrade at any time the functionalities of its E-catalog, and in particular to withdraw certain existing functionalities.

## **9. Software Usage rules**

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The User undertakes to use the E-catalog in accordance with its purpose as indicated in the TOU and not to misuse it.

The User undertakes to ensure that the Image uploaded on the E-catalog do not contain viruses, trojans, worms, malicious programs likely to damage the information system of ARaymond.

The User is forbidden:

- to use robots or non-human agents to access and use the E-catalog, in particular to use parsing, crawling, crapping robots,
- to try to obtain a copy of all or part of the E-catalog, to study by reverse engineering the operating of the E-catalog,
- to try to extract by automated means or not, a quantitatively or qualitatively substantial part of the database of the ARaymond products,
- to try to disturb or to interrupt voluntarily the operation of the E-catalog, the Internet site and the servers which host it, in particular by computer attacks (DDoS),
- to try to scan, to examine, to test the vulnerability of the E-catalog and the information system which makes it work
- to try to access the Account of another user.

In case of severe or repeated breach by the User of the TOU, ARaymond shall be entitled to suspend the access of a User to the E-catalog, or even to terminate the present TOU, without notice or indemnity, without prejudice to any damages that ARaymond could request.

## **10. Intellectual Property**

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### **10.1. Right to access and use granted to User**

The access and the use of some functionalities of the E-catalog requires beforehand that the User has an Account.

ARaymond grants only to the User a personal right of access and use of the E-catalog, for the entire world, for the only professional needs of the User and within the limits of the purpose of the E-catalog as explained in the TOU.

This right of access and use of the E-catalog is limited to the duration during which ARaymond decides to provide the E-catalog under the conditions set out in the TOU.

### **10.2. Rights granted by User on the Image**

The User certifies that he/she is the owner of the eventual intellectual property rights of the Image that he/she uploads on the E-catalog or, in the contrary case, that he/she has all the necessary rights and authorizations for its use on the E-catalog.

The User retains all the possible intellectual property rights that may exist on his/her Image.

For the only needs of running the E-catalog, the User grants ARaymond a license of use on the Image that he/she uploads on the E-catalog, for the entire world, free of charge, non-exclusive, for a duration of 72 hours as from the uploading. This licence of use authorizes ARaymond to use, reproduce, represent the Image, by any known or future process, in particular by the Internet network, and on any known or future support, in particular magnetic, electronic, digital supports.

This licence includes in particular the right to grant to ARaymond's technological partners an equivalent licence so that they implement their image recognition technology.

ARaymond as well as its technological partners commit themselves not to keep the Image and to destroy any technical copy (cache) within a maximum of 72 hours from the uploading of the Image by the User.

### **10.3. Intellectual Property of ARaymond**

The rights granted within the framework of the present TOU are limited; they exclude any other form of transfer, license, sale, loan, renting of intellectual property rights on the E-catalog or on the other intellectual property rights held by the ARaymond company, the ARaymond group and its subsidiaries.

In particular, the E-catalog, the database of the ARaymond products, the Internet site which hosts the E-catalog and all the elements composing them (in particular the texts, images, photographs, sounds, videos) are, except contrary mention, the exclusive property of ARaymond, of the ARaymond group, of its subsidiaries or of its partners.

These elements are protected by the laws and treaties relating to intellectual property and in particular copyright. Any reproduction or representation, total or partial, of these works described above without the authorization of ARaymond is prohibited and constitutes an infringement.

### **11. Hyperlinks**

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The website hosting the E-catalog may contain hyperlinks to other websites which are not edited by ARaymond.

These links towards these other documentary resources make you leave the ARaymond website.

These websites are neither edited nor under the control of ARaymond, the director of publication could in no case be held responsible for the contents to which the User would have thus access.

### **12. Exclusion of liability**

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**ARAYMOND DOES NOT GUARANTEE IN ANY WAY THE ACCESSIBILITY, PERMANENCE IN TIME, AVAILABILITY, STABILITY, PROPER FUNCTIONING OR RELEVANCE OF THE E-CATALOG OR OF THE RESULTS IT PROVIDES.**

**CONSEQUENTLY, ARAYMOND SHALL NOT BE HELD RESPONSIBLE FOR ANY MALFUNCTION IN THE ACCESS TO THE E-CATALOG, EXECUTION SPEEDS, TEMPORARY OR DEFINITIVE INACCESSIBILITY OF THE SERVICES PROVIDED THROUGH THE E-CATALOG, ERRORS IN THE INFORMATION RECEIVED OR IN THE RESULTS TRANSMITTED, TOTAL OR PARTIAL NON-EXECUTION OF THE E-CATALOG.**

**ARAYMOND SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT OR INDIRECT MATERIAL OR MORAL DAMAGES CAUSED BY OR ARISING OUT OF ANY FAILURE, INACCESSIBILITY, NON-PERFORMANCE OF THE E-CATALOG, ERRONEOUS OR INCOMPLETE INFORMATION, FAILURE OF THE E-CATALOG OR ITS RESULTS.**

### **13. Processing of personal data**

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ARaymond is led to process personal data concerning the Users within the framework of the supply of the E-catalog. The information relating to this processing of personal data can be consulted at the following address:

[https://media.araymond.com/eCat%20Automotive/Legal/PrivacyPolicy\\_ARaymond\\_ECatalog.pdf](https://media.araymond.com/eCat%20Automotive/Legal/PrivacyPolicy_ARaymond_ECatalog.pdf)

### **14. General provisions**

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#### **14.1. Headings**

The headings in these TOU are for convenience only and have no legal or contractual effect.

#### **14.2. Invalidity**

If one or more of the provisions of these TOU is held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other provisions shall retain all their force and scope.

#### **14.3. Non-waiver**

The fact that one of the Parties does not take advantage of a breach by the other Party of any of the obligations referred to in these TOU shall not be interpreted for the future as a waiver of the obligation in question.

#### **14.4. Applicable law and jurisdiction**

THESE TOU ARE GOVERNED BY FRENCH LAW EVEN IF ONE OF THE PARTIES IS OF FOREIGN NATIONALITY AND/OR THESE TOU ARE EXECUTED IN WHOLE OR IN PART ABROAD.

IN THE EVENT OF A DISCREPANCY IN THE INTERPRETATION OF A TRANSLATED VERSION, ONLY THE FRENCH VERSION OF THESE TOU SHALL BE DEEMED AUTHENTIC.

ANY DISPUTE OR LITIGATION ARISING FROM THE VALIDITY, INTERPRETATION AND/OR EXECUTION OF THESE TOU, WHICH THE PARTIES ARE UNABLE TO RESOLVE AMICABLY, SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE MATERIALLY COMPETENT COURT OF LYON, EVEN IN THE EVENT OF A PLURALITY OF DEFENDANTS, AN ACTION IN REM OR A CALL FOR GUARANTEES.