

TERMS OF USE

By visiting and using the Gravotech Academy's platform (the "Site") displayed by Gravotech Marking (the "Owner") you agree and accept unreservedly the present terms of use (the "TOU"). The access to the Site is subject to acceptance of the TOU. The Site is aimed at professional visitors and employees of the Gravotech Group (the "User (s)"). The Site is dedicated to the training of the Users. The User agrees to respect the TOU. The Owner reserves the right to modify and update the TOU at any time and without any formality being necessary. The User shall regularly refer to the TOU available on the Site to be informed of the latest version.

1. Access to the Site

The Owner registers the User for one or more learning path, depending on the needs identified by the Owner. The Owner may provide the User with connection data allowing access to the Site. These data are strictly personal and must under no circumstances be communicated to a third party. The User must immediately inform the Owner in the event of loss or theft of connection data. Access to the Site is free. Access to the Site requires access by the User to a telecommunications network and the use of standard browsers available (Google Chrome, Internet Explorer, Safari, Mozilla Firefox, Edge, etc.). This access is provided by a telecommunications operator under the sole responsibility of the User. The User acknowledges having verified that the computer hardware with which he connects to the Site does not contain any malicious computer program (malware). The Owner reserves the right to interrupt, at any time, partially or totally, access to the Site.

THE OWNER MAKES NO WARRANTY OF ANY KIND RELATED TO THE SITE OR ITS USE. In consideration to the Internet, the Owner cannot guarantee continuous availability and security of the Site at any times. The Owner cannot always foresee or anticipate technical and security difficulties, or of any other nature, that may result in the loss of data (including the personal data of the User), a display error or a loss of access to the Site.

The User accepts and acknowledges that the Owner will not be liable for any errors or omissions related to the Content (as defined below). Content is not binding.

2. Cookies and Personal Data

While accessing the Site and using its Content, the User acknowledges and agrees that the Owner collects some of its personal data. The processing purposes, the retention period and the recipients of the data are indicated in the Privacy Policy available [here](#).

Commenté [CCC1]: Insérer lien

3. Content and Intellectual Property

All content included in, made available through or downloadable on the Site, such as - but not limited to - the pedagogical content (e.g. courses and additional information), the activities (e.g. tests), trademarks, texts, graphic charters, logos, button icons, images, photos, audio and video clips, manuals, catalogs, the look and feel of the Site (the "Content") is and remains the exclusive property of the Gravotech Group or any third party to which the Gravotech Group has acquired a license to use. The Content is protected by intellectual property rights that the Gravotech Group owns or is a licensee of. The domain name of the Site remains the property of the relevant Gravotech Group entity.



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The User can use the Content for educational purpose only and such use is strictly personal. Any other use is forbidden, unless otherwise agreed by the Owner in writing. Therefore, the User is not authorized to copy, reproduce, represent, distribute, publish or modify the Content in whole or in part. The User has no right to use the Site in a manner that infringes any copyright, trademark, patent, design, model, trade secret, or other proprietary rights of the Gravotech Group or third parties.

Any brands mentioned and / or reproduced on the Site (identified or not as such by the logo [™] or [®]) are trademarks, registered or used by the Gravotech Group or licensed to Owner. These brands remain the exclusive property of the Gravotech Group or any third party having authorized it. They cannot be referenced or reproduced without the express consent of the Owner.

In the event of failure by the User to comply to one its obligations under this article, the Owner may, without prejudice to any recourse and claim for damages, delete the account of said User.

4. Unlawful and Prohibited Use

The User remains the sole responsible of his/her use of the Site. The User is responsible for all damages, of any nature whatsoever, resulting from his/her use of the Site.

The User agrees to respect at all times the TOU. The User agrees not to use the Site in a manner that is malicious or in any way that may cause damage to the Site or impairment of the availability, security or accessibility of the Site. The User must not use the Site in any way that breaches any provision of the TOU or is unlawful, illegal, fraudulent or harmful or likely to damage the image of the Gravotech Group; or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

5. Updates

The Owner reserves the right to upgrade the Site and to make any updates including by providing new features, or by modifying or removing certain features. The User expressly acknowledges that the Owner cannot be held liable for the trouble caused by these updates, resets and/or evolutions (for example they may temporarily prevent the User from accessing the Site and / or cause a change in the architecture of the Site and its elements and any unavailability of its Content).

6. Hyperlink

No affiliates of the Gravotech Group can be held liable for the Hyperlink available on the Site, notably the one leading to sites outside the control of the Gravotech Group. The Gravotech Group assumes no responsibility for the content of these sites.

7. Liability

The Owner will do its best endeavors to provide the Site. In any case, the Owner cannot be responsible for any loss, direct or indirect damage, material or immaterial of any nature whatsoever (or other similar damages including but not limited to incidental consequential, special and/or punitive damages) arising out or in connection with the management, use or exploitation of the Content and of the Site, error, interruption or dysfunction of the Site. In



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particular, the Owner cannot be held liable for any direct or indirect damages resulting from the User's non-compliance with these TOU, the misuse or alteration of the Site by the User or a malfunction of the Site or Content, or any infringement that may be made to the Site or its Content.

The Site may contain links to sites or content provided by third parties. The Owner cannot be held responsible for their content. However, the Owner undertakes to make this content inaccessible if the Owner has been notified that such content is clearly illegal.

The aggregate liability of the Gravotech Group, if it were to be engaged in any way whatsoever and in particular for the repair of direct, real and certain damages suffered by the User, may in any case not exceed one hundred (100) Euros.

The User acknowledges and accepts that the Gravotech Group can in no way guarantee that the Site will meet performance requirements or that it will operate without discontinuity or bug.

Without prejudice to any claim for damages, the Owner may immediately delete the User's account in the event of the User failing to comply with any of his obligations defined herein.

8. Applicable Law - Jurisdiction

Any dispute will be subject to the exclusive jurisdiction of the court in whose jurisdiction the the Owner has its head office, even in case of multiple defendants. The TOU are governed and interpreted in accordance with the law of France.