

## **GENERAL TERMS AND CONDITIONS OF USE OF THE SITE COMPUBASE.BIZ.COM**

The connection to <http://www.compibase.biz>. - or to any other web site address operated or hosted by the compibase.biz business, (including EasyStockOnline) belonging to the company TECH COM-compibase, registered in the EVRY Register of Trade and Companies under RCS number 349 157 594 - and its use are subject to the general terms and conditions of use below and are reserved for users regularly registered under the conditions set out below.

**READ THESE TERMS AND CONDITIONS OF USE BEFORE ACCEPTING THEM.**

Following your acceptance of the general terms and conditions of use, you will need to apply for registration as an authorised user of compibase.biz, which after consideration, reserves the right to refuse it. Upon acceptance of your request to register, these general terms and conditions shall become applicable to the contract for the use of the site thereby concluded between yourself (designated herein as "you" or "the member") and "compibase.biz. "

### **1. Registration, Access, Security**

1.1 Registration. The request to register with compibase.biz.com involves filling in completely, accurately and truthfully, the registration form on the SEO platform available on the site [www.compibase.biz](http://www.compibase.biz). compibase.biz reserves the right to verify or instruct the verification of all or part of the information provided.

The Users authorise compibase.biz to place a file (cookie) in the hard drive of their computers and to use the resulting information.

1.2 Access. The registration and the acceptance of the general terms and conditions of use are compulsory pre-requisites to using the site [www.compibase.biz](http://www.compibase.biz) in member or subscriber mode. Once your registration is accepted, compibase.biz will issue you with a user ID and a password enabling you to change your personal information. You are responsible for the management and confidentiality of your user IDs and passwords to all of your accounts. Once registered on the platform you will have the status of member or subscriber.

1.3 Security. You agree not to disclose to persons other than those named in the registration, information that may enable them to access the site [www.compibase.biz](http://www.compibase.biz) through your account. You may not use the site [www.compibase.biz](http://www.compibase.biz) and its services in any way which could be detrimental to the smooth running of the site or try to bypass the security devices, rules and procedures of compibase.biz or those of its suppliers and partners. If you notice or suspect fraudulent or abnormal use of your accounts, you are required to inform compibase.biz. immediately.

1.4 Information collected and published. This site is reserved for professionals in the IT and Telecoms sector and offers a free service to users of the service. In return the members accept that the so-called public information is published and distributed under various free and paid for compibase offers.

For your part, you agree to provide compibase.biz with questionnaires as part of its requests for information; only professional information and in no case private information.

## 2. License, Intellectual Property.

2.1 Scope of the compubase.biz licence: The information provided to you through the site [www.compubase.biz](http://www.compubase.biz) must be used exclusively in the context of your professional activities as declared during your registration. compubase.biz grants you a non-exclusive, non-transferable and non-assignable licence. You agree not to use any methods of copy or duplication of the contents of this site, not to resell under license nor to redistribute, in any form whatsoever, the content of the [www.compubase.biz](http://www.compubase.biz) site, whether for commercial purposes or for free of charge.

2.2 Intellectual Property. All materials - including but not limited to - any computer software (in object code, HTML code, and source code), any data or information developed or made available by compubase.biz or its suppliers, and any know-how, any methodology, any material and any process used by compubase.biz to provide you with the services on the site, as well as any copyrights, trademarks, patents, trade secrets and any other proprietary right thereto, are the exclusive property of compubase.biz or of its suppliers.

The consultation or the reception of data entails no transfer of intellectual property rights in favour of the user.

All trademarks mentioned in this site are the property of their respective owners.

## 3. Services, Support.

3.1 Services. compubase.biz agrees to take all reasonable care to ensure the proper functioning of its site, on the understanding, however, that, by express agreement, compubase.biz is bound only to an obligation of means to carry out its obligations under the contract governed by the present terms and conditions. Notably, compubase.biz does not guarantee uninterrupted operation of its services given the uncertainties, disturbances and/or interruptions inherent in the Internet network, as well as all technical elements over which it has no control.

For reasons of maintenance compubase.biz may suspend its site and will endeavour to notify users in advance.

3.2 Support. The compubase.biz support service can only be contacted by email to the following address: support[at]compubase.biz.

## 4. Data, Third Parties.

4.1 Product references and third party information provided as is. Some products referenced in [www.compubase.biz](http://www.compubase.biz) are offered for sale by third parties: suppliers, wholesalers and manufacturers. compubase.biz does not sell, resell or nor license any of these products, and declines any responsibility with regard to the information relating to the products referenced on its platform. [www.compubase.biz](http://www.compubase.biz) . also contains links to other Internet sites. compubase.biz has no control over these sites and over the services that they are likely to offer, and specifies that it is in no way responsible for the use that you make of them, and any damage that may result from them. You acknowledge that you are fully aware of the fact that the information provided to you through [www.compubase.biz](http://www.compubase.biz) is provided "as is" and "with all its defects, shortcomings and imperfections". Compubase.biz gives no guarantee, express or implied, as to the accuracy, completeness or relevance of the information, including in the area of merchantability or fitness for a particular purpose; indeed, it is specified that compubase.biz is limited to compiling for the users

of its site, the information provided and distributed by third parties, (notably manufacturers and wholesalers) and that it cannot be held liable in any way whatsoever for the accuracy of such information.

4.2 Outsourcing of the management of supplier data under EasyStockOnline. To have access to the full functionality of EasyStockOnline, you must be holders of access codes to the electronic networks of suppliers (wholesalers). The use of the codes is subject to the contractual conditions which bind you to a given supplier. You agree to outsource to EasyStockOnline, the management of information flows on the products, the prices and the availability to have them readily available on its site. The information will be treated as confidential information by EasyStockOnline. Nevertheless, you remain fully responsible for the access to a supplier's network and for the use that you are making of the data provided, as well as the damage that could result from them, EasyStockOnline acting on your behalf with the suppliers to provide you with the required functionality.

## 5. Limitation of Liability.

5.1 Neither compubase.biz, nor any of its employees, representatives or agents may be held liable for unauthorised access, whether accidental or fraudulent, to your servers or to your data files, programs or information, or for modification, theft or destruction, whether accidental or fraudulent, of said application or said data files, programs or information. compubase.biz may not be held responsible in any case, for any damage, whether foreseeable or unforeseeable.

5.2 The user searches, selects and interprets the data under its own responsibility.

5.3 In addition, it is clear that compubase.biz is in no way responsible for consequential damages such as financial or commercial damage, loss of clientèle, loss of profits or any operating loss.

You acknowledge that the Internet is not a 100% secure means of communication and that accordingly, Compubase.biz can in no way guarantee the absolute integrity of the data sent through it. Compubase.biz will make all reasonable efforts to ensure that the information displayed is as accurate as possible.

## 6. Guarantee, Compensation.

6.1 You agree to indemnify compubase.biz for any damage arising from the fraudulent, wrongful or negligent use of the access which you have been granted through your subscription, whether free of charge or paid, to the [www.compubase.biz](http://www.compubase.biz) site, by you or by any person acting under your responsibility or using your codes or authorisations that that were sent to you.

## 7. Purchase and Subscription

7.1 You can purchase online some of the services offered using the "purchase" function. First you will need to accept the general terms and conditions of sale which are annexed thereto.

7.2 For the other services of the paid site not accessible with the purchase online option, please get in touch with the sales department on 01 69 18 34 34.

## 8. Duration, renewal, termination.

8.1 This contract of use comes into force at the time of the acceptance by compubase.biz of your registration request, and remains in force for an indefinite period for free consultations.

8.2 Compubase.biz may suspend your access to [www.compubase.biz](http://www.compubase.biz) . and its services at any time and without notice if itself or one of its suppliers or partners discover information that legitimately lead it to believe that you are not fully respecting the present terms and conditions of use, this suspension continuing until full restoration of the fulfilment of said conditions.

## 9. Confidentiality, User Data.

9.1 User Information. compubase.biz strives to protect the privacy of its users by complying with the regulations in force. In accordance with the law on data protection and freedom of information (law no. 78-17 of 6 January 1978, as amended by the law of 6 August 2004), the participant has a right to oppose, access, modify, correct and delete its personal data. This right may be exercised by postal mail to Tech com - compubase, 1 rue Terre Neuve, 91940 EVRY, or by e-mail to [contact\[at\]compubase.biz.com](mailto:contact[at]compubase.biz.com).

9.2 Data Transfer. The file of our subscribers has been the subject of a declaration to the C.N.I.L under no. 1269441 on behalf of compubase.

9.3 Within the framework of its business compubase.biz collects only information related to the professional activity, and the name of the contacts that appear on the company records only appear there in terms of the role that they have in the organisation; additionally, the information collected to contact these people is of professional type only.

Unless expressly opposed by you as indicated below, compubase.biz is authorised by you to use the "Member" information to offer you products or services that may be of interest to you. This use is extended to all Tech Com-compubase companies or its trading partners for management and business activities.

For security reasons it is not possible to use the services offered by the platform and to unsubscribe completely from the mailing lists.

If you no longer wish for your name to appear or for your contact information no longer to be used you can request a permanent unsubscription and suspension of current subscriptions by notifying compubase.biz by post at the address indicated above.

Only natural persons may request unsubscription from the platform.

For any request to modify information on legal persons, the representative(s) of the company must use the update forms provided on the site. Any other request concerning legal persons must be made exclusively by mail with proof of the authority of the person making this request.

9.3 Statistical Data In all cases compubase.biz will remain free to pass on to third parties, all non-nominative information concerning the use of [www.compubase.biz](http://www.compubase.biz) services, in order to prepare reports on the user demographics, to follow the sales and traffic trends, and to observe other trends. The third parties to whom these data are transmitted may be located in France or abroad, in particular in a European Union country.

## 10.

### Assignment

10.1 This contract will not be subject to any assignment or transmission, neither total nor partial, neither for consideration nor free of charge, by the user, without the prior written agreement of compubase.biz.

Any unauthorised attempt would be void, and moreover could result in immediate termination of this contract by compubase.biz, as well as compensation in its favour, if applicable.

## 11. Entirety.

11.1 The present text constitutes the entirety of the contract concerning the general terms and conditions of use existing between the parties with respect to its subject matter and supersedes any prior oral or written agreement.

## 12. Applicable Law. Jurisdiction

12.1 The present terms and conditions are governed by French law. Any dispute not capable of being settled will be brought before the Commercial Court of EVRY, including in the case of summary proceedings, multiple defendants or third party proceedings.

## 13. Notifications.

13.1 To be valid, all the notifications must be made by registered letter with acknowledgement of receipt, to the address of domicile of the parties. In the case of compubase.biz, this is the address specified on the site. For the user, it is the most recent address provided to compubase.biz.

## 14. Copyright

All the screens, graphics and other information on the [www.compubase.biz](http://www.compubase.biz) site are either the property of the company TECH COM - compubase to which the business of compubase.biz is attached or the property of companies in which compubase has acquired the rights.

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