

## **GENERAL CONDITIONS OF USE**

### **Welcome to the Hei Poa website! (“The Site”)**

If you wish to use our Website and visit our various pages presenting our products dedicated to beauty and well-being, you first need to read and accept the General Conditions of Use below (hereafter “GCU”).

The use of the Website is regulated via these GCU, completed by the “Personal Data and Cookies” Policy. You can consult the most recent version of these GCU at all times at the following address: [heipoa.com](http://heipoa.com)

Date of latest update to GCU: 29/01/2018.

### **1. LEGAL NOTICES**

#### **Site editor:**

The Site [heipoa.com](http://heipoa.com) which you are currently connected to has been produced and edited by:

Océan Terre Biotechnologie .

TCR CAEN n°338 346 901 with a corporate capital of 2 500 000 euros with principal headquarters located at Avenue du Général de Gaulle, 14200 Hérouville Saint-Clair, France

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Publication Director: Cédric Batteur.

#### **Site creator:**

#### **Site host:**

The Site is hosted by the company OVH located at 2 rue Kellermann 59100 Roubaix France.

Contact: +33 (0)9 72 10 10 10



## **2. WEBSITE PRESENTATION**

This Site is accessible by the internet network via the URL heipoa.com. It aims to introduce you to our product ranges and content dedicated to our brand, Hei Poa. You can find general information about all of our products. This Website does not offer online sales of our products and does not provide any interactive functions.

We endeavour to provide you with clear, accurate and updated information concerning the characteristics of our products. In order to continue to improve our ways of achieving this objective, you can inform us of any incorrect or inaccurate information which you may find by sending us an e-mail to the following address: [web@labogilbert.fr](mailto:web@labogilbert.fr)

## **3. SITE CONTENT**

### **3.1 Website**

The Site and all software used in relation with it may contain confidential information as well as data which is copyright-protected. Therefore, unless otherwise specified, the copyrights on the web pages and on all data of any nature featured on the Site and each element comprising the Site (images, illustrations, sounds, texts, graphic elements, etc.) including software, databases and newsletters are the exclusive property of Océan Terre Biotechnologie and/or any company of the group to which Océan Terre Biotechnologie belong (hereafter referred to as the "Content"), the latter ceding no licence, nor any right other than that to consult the Site.

The reproduction of all or any part of the Content is solely authorised for the exclusive purposes of information for personal and private use, any reproduction and any use of copies for other purposes in any manner and in any form being specifically prohibited. It is also prohibited to copy, modify, create a derivative work, assemble, decompile (except in cases envisaged by law), sell, attribute, sub-license or transfer in any manner all rights related to the Content. The modification all or part of the Content and specifically the software is also prohibited, as is the use of modified versions of the software, notably with the intention to access the Site by means other than the interface which is provided for this purpose to internet users.

The use of all or part of the Content without the written authorisation of Océan Terre Biotechnologie across any support for the purpose of product or service enhancements, notably for commercial purposes, is prohibited under penalty of penal or civil charges.

### **3.2 Brands**

All brands or logos appearing on the Site are the property of either Océan Terre Biotechnologie, or of a company of the group to which Océan Terre Biotechnologie belong, or their service providers, partners or suppliers. All use in any manner of these brands and/or logos and/or any other Content is subject to the specific authorisation of Océan Terre Biotechnologie or the rights holder of the concerned copyright.

Site users are prohibited from any usage of the Hei Poa brand and more generally from infringing the copyrights of Océan Terre Biotechnologie and/or any company of the group to which Océan Terre Biotechnologie belong.

Océan Terre Biotechnologie reserve the right to request the deletion of any link directed towards the Site which has not been, or will no longer be, authorised and which may jeopardise them and/or any company of the group to which Océan Terre Biotechnologie belong.

## **4. RESPONSIBILITY**

### **4.1 Site Access and Function**

All users of the Site shall make it their personal business to implement the necessary IT and communication means allowing access to the Site and the knowledge necessary for the use and access of the Site. The user remains liable for the connection and equipment charges associated with Internet access and with the use of the Site, according to the modalities set out by their access providers and/or their electronic communications operators.

The user is aware of the risks of fraud and contamination by potential viruses which circulate on the Internet. Océan Terre Biotechnologie may not

be held accountable for such malfunctions nor for the event of an interruption to Internet communications.

It is reminded that the act of accessing or persisting fraudulently in an IT system, of impeding or falsifying the functioning of such a system, of introducing or fraudulently modifying data in an IT system constitutes offences punishable by penal sentences.

#### ***4.2. Responsibility Limitation***

Océan Terre Biotechnologie endeavour to ensure the accuracy and updating of information distributed on this Site, and reserve the right to modify, at any moment and without prior warning, the content or presentation of this Site. However, they cannot guarantee the exhaustiveness or the absence of modification by a third party (intrusion, virus, etc.).

For this reason, the responsibility of Océan Terre Biotechnologie shall be in no way able to be held liable for any indirect damage, whatever it may be.

Océan Terre Biotechnologie cannot be held liable for any decision made based on information found on this Site, nor for the use which may be made by third parties and is also excused from all responsibility resulting from the transmission of confidential information transmitted on the Internet network.

Océan Terre Biotechnologie may not be held responsible for elements which are not within their control and the damages which may potentially be caused to the technical environment of users, namely their computers, software, network equipment (telephone, modem, etc.) and any material used to access or use the service and/or information.

Any person wishing to acquire one of the products or services presented on the Site should contact Océan Terre Biotechnologie in order to be informed of the availability of the service or product in question along with the contractual conditions and prices which are applicable.

The Site may also contain hyperlinks directed towards other websites. Océan Terre Biotechnologie control neither the accuracy of the information found on these websites nor their content. Consequently, Océan Terre

Biotechnologie cannot in any event be held liable for damages resulting from the use of, access to or incapacity to use the information or content of other websites.

Océan Terre Biotechnologie are not obliged to exercise control over the quality, legality, truthfulness or accuracy of information published on the pages towards which these hyperlinks are directed.

## **5. PERSONAL DATA**

Océan Terre Biotechnologie collect and process data of a personal nature from Site users who choose to complete the contact form to obtain additional information on the company's products and services. The provisions concerning the processing of this data are described in the "Personal\_data\_&\_cookies" Policy of the Site that we invite you to carefully read. The data of a personal nature which Océan Terre Biotechnologie collect is processed, recorded and stored in compliance with the legal provisions in force in France.

Compliant with the French Data Protection Act of 6 January 1978, users benefit from the right to access, rectification and deletion or opposition concerning their personal data. These rights may be exercised in compliance with the provisions covered in our "Personal\_data\_&\_cookies" Policy.

## **6. MODIFICATION OF GCU**

Océan Terre Biotechnologie reserve the possibility to modify the GCU partially or entirely in order to adapt them to the evolution of their operations and/or to the evolution of registration. Océan Terre Biotechnologie therefore commit to inviting users to consult the changes made.

## **7. APPLICABLE LAW AND COMPETENCE**

The GCU are subject to French law. In the event of a dispute, the parties commit to seek an amicable solution. Failing such a solution, the French courts are competent to sentence any litigation likely to occur between the parties concerning the execution of these conditions.

*For all additional information, you can contact us at the following address:  
web@labogilbert.fr*