

# TERMS OF SERVICE

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## Article 1 - LEGAL NOTICE

This site, accessible at the URL <https://www.ariacompliance.com> (the "Site"), is published by:

**Aria Compliance Consulting SAS**, a company with a capital of **10,000** euros, registered with the RCS of **Nanterre** under number **895 382 992**, whose head office is located at **18 rue Ernest Deloison, 92200 Neuilly sur Seine**, represented by **Mr. Manuel Fajardo** duly authorized,

(Hereinafter referred to as the "Operator").

The Site is hosted by the company **1 & 1 Ionos SARL, located 7 place de la Gare BP70109 57201 Sarreguemines Cedex.**

The Publishing Director of the Site is **Mr. Manuel Fajardo.**

The Operator can be reached at the following telephone number **+33 (0) 6 17 57 58 88** and at the following e-mail address **manuel.fajardo@ariacompliance.com.**

## Article 2 - DESCRIPTION OF THE SERVICE

The Site is made available to any person accessing the site (the "User") for consultation of the services offered in terms of regulatory compliance.

The Site is not a commercial site and does not offer any remote commercial transaction.

The User remains responsible for the terms and consequences of their access to the Site via the Internet. This access may involve the payment of fees to technical service providers such as Internet service providers, which remain at their expense. In addition, the User must provide and be fully responsible for the equipment necessary to connect to the Site.

The User acknowledges having verified that the IT configuration they use is secure and in working order.

The information and services offered by the Site are free, and accessible 24 hours a day, 7 days a week, except in cases of force majeure, computer failures, maintenance operations or problems related to telecommunications networks.

### **Article 3 - INTELLECTUAL PROPERTY AND LICENSE TO USE THE SITE**

The Operator is the sole owner of all the elements present on the Site, in particular and without limitation, all texts, files, images, animated or not, photographs, videos, logos, designs, models, software, brands, visual identity, database, structure of the Site and all other elements of intellectual property and other data or information (hereinafter, the "Elements") which are protected by French and international laws and regulations relating in particular to intellectual property.

Consequently, none of the Elements of the Site may in whole or in part be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, free of charge or for a fee, by a User or by a third party, regardless of the means and / or media used, whether known or unknown to date, without the prior express written authorization of the Operator on a case-by-case basis, and the User is solely responsible for any unauthorized use and / or exploitation.

### **ARTICLE 4 - LIABILITY AND GUARANTEE**

The User acknowledges that the characteristics and constraints of the Internet do not guarantee the security, availability, and integrity of data transmissions over the Internet. Thus, the Operator does not guarantee that the Site and its services will operate without interruption or operating error. In particular, their operation may be temporarily interrupted for reasons of maintenance, updates, or technical improvements, or to change the content and / or their presentation. The Operator cannot be held responsible for the use which would be made of the Site and its Elements by the Users in violation of these General Conditions of Use and for the direct or indirect damage that this use could cause to a User or to a third. In particular, the Operator cannot be held responsible for false declarations made by a User and his behavior towards third parties. If the Operator is held liable for such behavior by one of its Users, the latter undertakes to guarantee the Operator against any conviction pronounced against it as well as to reimburse the Operator of all costs, including legal fees, incurred for its defense.

### **ARTICLE 5 - PERSONAL DATA**

For more information on the use of personal data by the Operator, please carefully read the Privacy Policy (the "Charter"). You can consult this Charter at any time on the Site.

### **Article 6 - HYPERTEXT LINKS**

The hypertext links available on the Site may refer to third-party sites not published by the Operator. They are provided solely for the convenience of the User to facilitate the use of resources available on the Internet. If the User uses these links, they will leave the Site and will then agree to use third-party sites at their own risk or, where applicable, in accordance with the conditions that govern them.

The User acknowledges that the Operator does not control or contribute in any way to the development of the conditions of use and / or the content applicable to or appearing on these third-party sites.

Consequently, the Operator cannot be held responsible in any way whatsoever for these hypertext links.

In addition, the User acknowledges that the Operator cannot endorse, guarantee, or take over all or part of the conditions of use and / or the content of these third-party sites.

The Site may also contain promotional hypertext links and / or advertising banners referring to third-party sites not published by the Operator.

The Operator invites the User to notify him of any hypertext link on the Site which would allow access to a third-party site offering content that is contrary to laws and / or good morals.

The User may not use and / or insert a hypertext link pointing to the site without the prior written consent of the Operator on a case-by-case basis.

## **ARTICLE 7 - GENERAL PROVISIONS**

### **ENTIRE AGREEMENT OF THE PARTIES**

These General Conditions of Use constitute a contract governing the relationship between the User and the Operator. They constitute all the rights and obligations of the Operator and the User relating to their purpose. If one or more stipulations of these General Conditions of Use were declared null in application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain all their force and their scope. In addition, the fact that one of the parties to these General Conditions of Use does not invoke a breach by the other party of any of the provisions of these General Conditions of Use cannot be interpreted as a waiver on his part to avail himself in the future of such a breach.

### **CHANGES TO THE TERMS OF USE**

The Operator reserves the right to modify at any time and without notice the content of the Site or the services available on it, and / or to cease temporarily or permanently to operate all or part of the Site.

In addition, the Operator reserves the right to modify at any time and without notice the location of the Site on the Internet, as well as these General Conditions of Use. The User is therefore required to refer to these General Conditions of Use before using the Site. In the event of material modifications, the User will be informed by means of an email and a warning on the Site before the modification is implemented.

The User acknowledges that the Operator cannot be held responsible in any way towards him or any third party because of these modifications, suspensions or cessations.

## **COMPLAINTS - MEDIATION**

In the event of a dispute, you must first contact the company at the following coordinates [manuel.fajardo@ariacompliance.com](mailto:manuel.fajardo@ariacompliance.com).

In the event of failure of the complaint request to customer service or in the absence of a response from this service within 30 calendar days, the Customer may submit the dispute relating to the order form or to these T & Cs opposing him. to the Operator to the following mediator: [identity and contact details of the mediator].

The mediator will attempt, with complete independence and impartiality, to bring the parties together with a view to reaching an amicable solution. The parties remain free to accept or refuse recourse to mediation as well as, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.

## **APPLICABLE LAW**

These General Conditions of Use are governed, interpreted, and applied in accordance with French law.

## **ACCEPTANCE OF THE GENERAL CONDITIONS BY THE USER**

The User acknowledges having carefully read these General Conditions of Use.

By registering on the Site, the User confirms having read and accepted the General Conditions of Use, making him contractually bound by the terms of these General Conditions of Use.

The General Conditions of Use applicable to the User are those posted on the Site. In the event of any modification, the Operator will publish these changes on the Site so that the User knows what information is collected, how it is used, under what circumstances, and, if applicable, how it is disclosed. In the event of material modifications, the User will be informed by means of an email and a warning on the Site before the modification is implemented.