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General terms of membership and use of the matériO service

Preamble

One of the first purposes of the matériO service is to give its members access to an incredibly rich and high-performance material library. This ambition necessarily implies total independence from the indexed companies. Therefore matériO is mostly financed by membership fees. Such a system is only possible if each member agrees on that point. Behaviour liable to divert the use of the service from its purpose would lead to disadvantages for all the members. Membership to matériO services therefore requires full acceptance of the following terms:

Article 1 Definitions

The following words or expressions must be understood in accordance with their attached definition:

- Service: use of the matériO database and consultation of the material database in the showroom.
- Licence: right to use the matériO service for one person and for a limited time.
- General terms of service: the present general terms of membership and use, as well as their updates.
- Users, members: any natural person or legal entity who accepted the general terms of membership and use of the matériO service and who filled in the membership form.
- Subscription: action undertaken by whoever desires to become a member and to use the matériO service.
- Membership form: form made by matériO and filled in by any person wishing to become a matériO member.
- Contract : general terms of service here explained, as well as their updates, the membership form and each special condition arranged between matériO and the member.
- Fee: payment of matériO for the use of the service.

Article 2 Objet

The general terms of service aim to define the terms of membership and use of the service by the member in return payment of the fee. The use of the service never gives exclusivity to the member.

Article 3 Property rights

matériO remains the sole owner and entity entitled to operating rights over the material library, the object of the service. matériO reserves the right to temporarily or permanently modify all, or part of the service at any time, after having previously advised the member, who is then able to cancel the contract.

Article 4 Fee

The member commits himself to paying the fee, the amount of which is specified in the membership form. The fee is a set price and is due as soon as the contract is concluded, for all its duration.

Article 5 Given information

The member guarantees that all information given in the membership form is exact, especially concerning his status, occupation, details or information on his company. matériO reserves the right at any time to check on the information given in the membership form. The member guarantees he will inform matériO about any change concerning this information. matériO guarantees that information given by the member in the membership form is confidential. Any omission or inaccuracy of the information given by the member is considered as a contract default, which could lead to immediate cancellation of the contract by matériO, without any right to compensation.

Article 6 Licence and Login

The right to use the service (license) is personal. The member is not entitled to let or transfer the contract benefit without previous written matériO agreement. During the membership process, the member chooses a password allowing him to access the service. The user guarantees the confidential protection of his login and password in order to avoid any unauthorized use of the service by a third party. Any use of the service thanks to this password is known to our staff.

Article 7 Service use

The nontransferable licence allows the member to use the matériO service for his own needs and the needs of the company which subscribed. Under no circumstances can the member take advantages of a right to distribute, publish or grant under licence or market under his name the information gathered thanks to matériO. In case of obvious abusive use of the service (especially the use of one license by several people, or unusual and high frequency connections and downloads of material cards) matériO will consider itself entitled to conclude to a diversion of the service from its primary objects. matériO will use the statistical data of the Internet server to draw this conclusion, especially simultaneous connections of the same license or systematic downloads of various material references. Following this monitoring of the server activity, matériO reserves the right to contact the holders of the accounts on which irregularities occurred, and reserves the right to cancel the contract, without prejudice to damages claims against the user.

Article 8 Samples protection

The essential asset of the material library is its wealth. It is therefore forbidden to borrow, cut, scratch or destroy the samples in the showroom, under penalty of immediate striking off.

Article 9 Duration

The contract is effective starting with the activation of the login and password of the member. The contract duration, usually one year, is mentioned on the membership form. The use of the service implies member agreement with the general terms of the service. Unless the member renews the contract, the login and password will be deactivated for the membership birthday.

Article 10 Liability of matériO

matériO does its best to maintain permanent access to the service. However matériO reserves the right to stop the access to the service at any time, especially for maintenance purposes or changes of gathered information. matériO is not responsible for interruptions of the service and the following consequences for the member or a third party.

matériO is not responsible for indirect damages such as financial loss, chance loss, loss of income or any trouble of any sort the member could suffer from due to the service use or the impossibility to use it. matériO is not responsible for any claim or request toward the member coming from a third party.

matériO cannot be held responsible for information gathered from the industrial companies, for mistakes or omissions, for losses or damages following the use of the information given by the service. The future uses of the displayed materials only commit the designers. matériO will therefore always favour a direct dialogue between suppliers and members of the service.

In any case, the amount of the compensation owed by matériO for the prejudice the member suffered cannot exceed the amount of the annual fee

Article 11 Intellectual property/ Database producer rights

The user admits the service concerns creations protected by intellectual property rights belonging to matériO, as well as by the database producer right (1st July 1998 law) allowing a database producer to : " forbid the extract through permanent transfer of the entire database content or of a qualitative or quantitative substantial part of the database content on another medium, by any mean or form ; the reuse, through public display, of the entire database content or of a qualitative or quantitative substantial part of the database content, by any form " (Article L342-1 of the intellectual property code).

Article 12 Changes in the general terms of service

matériO reserves the right to change the present general terms of service at any time, after informing its members. The changes would be directly made on the general terms of service shown on the website. Use of the service implies member agreement with the new general terms of service.

Article 13 Protection of personal data

In accordance to the 78-17 law of the 6th January 1978 " data processing, files and freedom ", the user has a right to access, to modify, to correct and to remove nominative information given to matériO. The user can exercise his rights by mail to matériO S.A.S, 74 rue du Fb St Antoine, 75 012 Paris.

Article 14 Nullity

If one or several measures of the general terms of service, taken to enforce the legislation in force, or following a judiciary or administrative decision, are declared null and void or lapsed, the other measures remain in force.

Article 15 Applicable law

The contract is governed by French Law.

Article 16 Settlements

Any lawsuit with the parties related to the establishment, interpretation, performance or termination of the contract is subjected to the Commercial Court of Paris.

The present terms of membership and use constitute a legal agreement between you and the SAS matériO. You must accept all the terms and warnings held in this document entirely in order to access and to use matériO services.