

GENERAL TERMS OF USE (11/12/09)

POMAGALSKI / USER

Preliminary note

The purpose of the Portal Extranet POMA is to allow the provision and exchange of information between POMAGALSKI and the USER (defined below), as well as the access via hyperlink to other websites (the existence of hyperlinks on the Portal Extranet POMA have to be previously accepted by the owner of this website).

The Portal Extranet POMA (<http://online.poma.net>) contains:

- 1 public section accessible to any internet surfer,
- 1 free section subject to preliminary registration,
- 1 partner section subject to preliminary subscription.

In any case, the connection and use of the Portal Extranet POMA by any USERS implies the integral acceptance without reservation by the USER (defined below) of the present general terms of use.

Article 1 – Users

Public section Any USER who access to the Portal Extranet POMA

Free section Any registered USER defined in the registration forms.

Partner section Any USER, who have subscribed to the POMA Extranet, defined in the subscription forms.

Article 2 – Subject

The present terms of use define the relations between POMAGALSKI and the USER should he use the online services of the Portal Extranet POMA :

<http://online.poma.net>

Article 3 – Terms of use applicable to the USERS registered or having a subscription

Access to the information provided on the POMAGALSKI Extranet portal is reserved to the USERS who have subscribed or have been registered and to whom a login and password have been communicated.

This information is likely to be updated periodically; it is therefore up to the USER to check the validity of the information found on the Portal Extranet POMA before using them.

Article 4 – Terms of registration to access the Free Section

The access to the free section of the Portal Extranet POMA **online.poma.net** is subject to registration.

The registration, as well as the partial or total withdrawal of the access is left to POMAGALSKI's discretion.

Only the USERS employed by POMAGALSKI's customers are entitled to subscribe to the Portal Extranet POMA. POMAGALSKI reserve the right to deny any registration request.

To be validly registered, the USER shall give complete and valid data.

Duration The registration duration begins when the login and password are sent.

The registration duration is two (2) years.

At the end of those two (2) years the registration is terminated.

The USER, who would like to register again, will have to proceed to a new registration.

Financial term The access to the free section is without any financial exchange.

The USER shall not be entitled to claim any compensation due to any registration termination.

In case of modification **The USER undertakes to inform POMAGALSKI of any modification of the information communicated when registering.**

Registration termination POMAGALSKI and the USER are entitled to terminate at any time the registration in case should either party fail to comply with any of the present general terms of use by sending an email to the address given in the registering form.

Article 5 – Terms of subscription to access to the Partner Section

The access to the partner section of the Portal Extranet POMA **online.poma.net** is subject to the signature of the subscription form. POMAGALSKI reserve the right to deny any subscription request.

Duration and cancellation of the subscription contract

The duration of the subscription contract begins on signature of the subscription form.

The contract duration is divided in two periods:

Periods	Definitions
1 st period	Period between the signature of the subscription contract and the last day of the following February.
2 nd period	Two-year period starting after the end of the first period, on 1st March.

If not cancelled by either of the parties, by registered letter with acknowledgement of receipt two (2) months at the latest before the expiry date of the second period, the contract will be renewed by tacit agreement at the end of the two-year period for successive periods of one year according to the same conditions as the past period.

Financial term

The subscription price, for the access to the partner section, is stated in the subscription form sent to each USER.

In case of modification

The USER undertakes to inform POMAGALSKI of any modification of the information communicated when subscribing.

Termination of the subscription contract

POMAGALSKI and the USER are entitled to terminate the subscription contract at any time, should either party fail to comply with any of the present general terms of subscription by sending of a registered letter.

Should the USER fail to meet his contractual obligations, he shall not be entitled to claim any compensation or refund as a result of contract termination.

Article 6 – Intellectual property

The technical information accessible via the POMAGALSKI SA Extranet portal is especially protected by international copyright as intellectual and industrial property.

The registration or subscription to the Portal Extranet POMA, allowing access to technical documents through the POMAGALSKI extranet portal does not give the USER any right to any transfer of copyright.

The use is only authorized for personal or professional purpose.

Any other use, in particular any reproduction, total or partial, any representation of the substantial contents of the known as Portal, one or several of its components, any modification or arrangement, any transfer to another site, is subject to the prior written agreement from POMAGALSKI,

Article 7 – Identification code privacy

The username and password communicated to the USER or the persons pointed out by the USER when he is a corporation, are personal, confidential and non transmissible.

The use of the identification codes consisting of the combination of the login and password given to the USER is under his sole responsibility.

The USER shall notify POMAGALSKI without delay in the event of the loss or theft of the identification codes which have been communicated by POMAGALSKI.

Article 8 – Right to access the file of the USERS registered or having a subscription

In accordance with the French Data Protection Act no. 78-17 of 6th January 1978, all USERS, registered or having a subscription, have the right to access and correct their personal information by contacting the POMA information system management, using the following e-mail address: **online@poma.net**

This personal information is for POMAGALSKI's use only.

For this purpose, POMAGALSKI reserves the right to communicate the personal data of USERS, who authorizes POMAGALSKI by accepting the present terms of use, to the company, which is employing him and that he mentioned in the registration or subscription form.

Article 9 – Guarantee / Responsibility

POMAGALSKI cannot be held responsible for any damages and/or losses which may be born by the USER or a third person and which may arise from misinterpretation and/or erroneous application of the information contained in the documents downloaded by the USER.

POMAGALSKI cannot be held responsible in the event of a prolonged malfunction preventing the USER from accessing the technical and/or sales information desired.

**Article 10 – Information /
Claims**

All questions relating to the application of the present general terms, and all requests for information or claims concerning the technical and/or sales information provided on-line by POMAGALSKI Extranet portal must be sent to the following e-mail address :

online@poma.net

**Article 11 – Modification
of the general terms of
use**

POMAGALSKI reserve the right to modify and update, with announcement, the present general terms of use. The valid general terms of use are the ones accessible on the Portal Extranet POMA at the time of the web surfing.

**Article 12 – Settlement of
disputes / applicable law**

In the event of a dispute between POMAGALSKI and the USER concerning the interpretation or application of the present general terms, the parties shall endeavor to reach an amicable agreement.

If this is not possible, the Grenoble courts will be the only competent authority, even in the case of several defenders, introduction of third parties or summary procedure.

The present general terms are governed by French law.