

## LEGAL INFORMATION AND CONDITIONS OF USE OF A REGISTRATION WEBSITE

The currently online version of these conditions of use is the only one opposable during the whole site duration of use and until a new version replaces it.

### Article 1 - legal information

1.1 Site (hereafter: « the site ») : <http://www.ican-series.com/>

1.2 Publisher (hereafter: « the publisher»): Institute of Cardiometabolism And Nutrition (ICAN), whose registered office is located: 91 boulevard de l'Hôpital, 75013 Paris - France

Publication's Director: Hervé Bernabeu

1.3 Design and implementation: COLLOQUIUM PARIS - SAS with capital of 1.200.000 EUROS - Registered Office 13/15 rue de Nancy, 75010 Paris - B 423 728 377 RCS Paris - Intra-communitary VAT: FR 46423728377.

1.4 Host (hereafter: « the host »): eTouches, Inc., a Delaware corporation whose registered office is located 13 Marshall Street Norwalk CT 06854 United States represented by its President in office.

For any contact: see address and phone number mentioned in the "Contact" heading of the Site

### Article 2 - Site Access :

The site access is reserved to adults. The publisher reserves the right to require any proof of age, in particular if the online order services are used

The site access and use are reserved to a strictly personal use. The site users and visitors (hereafter the Users) commit themselves not to use this site and the included information or data for commercial, political, advertising purpose and any other kind of commercial requests and, in particular, for sending unsolicited electronic mail.

### Article 3 - Conditions of use

The site, accessible through its url, is operated in respecting the French law. This site use is governed by the hereby-general conditions. When using the site, the User acknowledges he is aware these conditions and agreed with them. They could be amended at any moment and without publisher's notice.

### Article 4 - Website content

All the brands, photos, texts, comments, illustrations, animated or not pictures, video sequences, sounds, as well as any computer applications that could be used in order to operate this site and, more generally, all the elements reproduced or used on the site are protected by the laws in force concerning the intellectual property.

They are fully owned by the publisher or his partners. Any reproduction, representation, utilization or adaptation, whatever the form, of all or part of these elements, computer applications included, without the publisher's previous and written agreement are strictly prohibited .The fact that the

publisher does not start proceedings does not mean that he accepts the said utilizations and waives prosecutions.

## **Article 5 - Site Management**

For the site proper management, the publisher shall, at any moment:

- suspend, interrupt or limit the access of all or part of the site, reserve the site access or the access to some parts of the site to a particular category of internet users;
- delete any information likely to disrupt the site functioning or in breach of the national or international laws or the N labelling (Netiquette) regulation;
- Suspend the site in order to update it

## **Article 6 - Liabilities**

The publisher's liability cannot be committed in case of a failure, breakdown, difficulty or interruption preventing from accessing the site or one of its functionality

The User is fully responsible for the site connecting equipment he uses. He must take all the appropriate steps to protect his equipment and his own data, in particular from viral attacks through Internet. In addition, he is the only one responsible for the sites and data he consults.

The publisher shall not be held responsible in case of judicial proceedings against the Users:

- because of using the site or any other service accessible via Internet
- because of the User's failure to respect the hereby terms.

The publisher is not responsible for the damages caused to the users, to third parties and / or to his equipment because of his connection or his site utilization and the latter give up any proceedings against the publisher for that reason.

Should the publisher be subject to amicable or judicial proceedings because of the site utilization, he shall turn against the User in order to get compensation for all the damages, sums, convictions and expenses that could result from this proceeding.

## **Article 7 - Data collection**

The personal information that can be collected on the site is necessary for joining a group or enrolling for an event and is intended for the association secretariat. Using personal data is in line with the provisions of the Informatique et Libertés Law of January 6, 1978. In application of article 39 and following of the amended law of January 6, 1978, you are granted the right to access, change, correct and delete any information concerning you, that you can exercise at any moment with the publisher, either directly on the site, at the heading "Contacts", or by mail sent to the following address: to *COLLOQUIUM PARIS, Registration Department* - 13 / 15 rue de Nancy, 75010 Paris

## **Article 8 - Applicable Law**

The site hereby conditions of use are governed by the French law and submitted to the competence of the Courts located in the publisher's registered office geographical jurisdiction, subject to a specific competence resulting from a particular legal or regulatory text

