

Conditions of use for internet site: www.zodiacmarine.com

The website www.zodiacmarine.com (hereinafter referred to as "the Website") is proposed by the company ZODIAC INTERNATIONAL.

By accessing the Website, you agree to the following terms of use:

Copyrights

The site www.zodiacmarine.com is intended for the personal information of its visitors. No commercial use, even partial, of the data presented may be made without the prior written ZODIAC INTERNATIONAL.

Copyright, right of producers of databases, Intellectual Property

The Website contains information and advertisements that are protected by the particular intellectual property rights, trademark law or other applicable laws. The user may not use this information or advertisements in whole or in part for any reason whatsoever, including create, in whole or in part, derivative works. The user shall not reproduce, resell or exploit for any commercial purposes whatsoever any part of the Website.

In particular, the presentation and content (graphics, text, images, photos, logos, gifs, icons, etc..) of the Website, which are owned by ZODIAC INTERNATIONAL, together constitute a work protected by the laws in force on intellectual property and consequently the Website is protected by copyright, intellectual property rights, patents and / or the right of producers of databases. INTERNATIONAL ZODIAC or its vendors or suppliers are sole owners of copyright and intellectual property related thereto. Users of the Website cannot download any strictly private information contained.

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Trademark Law

Brands ZODIAC[®], AVON[®] and BOMBARD[®] are registered trademarks. All other trademarks or logos appearing on the Website are either owned by ZODIAC INTERNATIONAL, our partners or our suppliers.

Any use in any manner whatsoever of registered the trademarks that ZODIAC INTERNATIONAL holds under a license, must have the prior written consent of ZODIAC INTERNATIONAL. The same applies to any product name or service of any company or logo appearing on the Website whose use also requires the prior written permission of the owner.

You may not modify or remove trademark, copyright or other proprietary notices on the Website.

Industrial Property

Products, equipment and exclusive models appearing on the Website are protected by the patents needed. Models (ships, schedules, life rafts, canoes, etc..) drawings, photographs, pictures, shown on

this site are the objects of industrial property rights and / or intellectual property and ZODIAC INTERNATIONAL.

Their reproduction, partially, or in full, without the prior written consent of Zodiac International is strictly prohibited, except those performed for the needs of the press.

Product Information

Always anxious to improve the quality of its products, ZODIAC INTERNATIONAL reserves the right to modify or remove without notice any model presented in this site. All measurements indicated are likely to vary by + or - 3% except the weight, + or - 5%. All specifications are given according to ISO 6185. They may be more restrictive in some countries (measurements, load capacity). Our models are sometimes shown with optional accessories. We invite you to check the standard equipment supplied with each model.

The availability of some models, as well as details of equipment may vary by country. For the latest developments, please consult your local distributor.

Registration

To use certain parts of our Website, you must register with ZODIAC INTERNATIONAL. You can do so online by filling out the registration found on the website. In our form, we ask you to provide your name, address, phone number, e-mail as well as certain other information. You may be prompted to choose an account name, password or an identification number. It is your responsibility to keep your account number and password secure by not communicating it to anyone. Anyone with your account number and password can access our services and freely obtain or tamper with information about your account which cannot be controlled.

Hyper Text Links

The creation of links to the Website and any framing of the Website is subject to prior authorization, which can be revoked at any time at our sole discretion. ZODIAC INTERNATIONAL reserves the right to (i) the removal of any link to the website that have not been, or can no longer be permitted and (ii) seek damages in compensation for injury suffered.

The Website contains links to other sites. ZODIAC INTERNATIONAL assumes no responsibility for the content of Internet sites that can be accessed from links on the Website. The fact that a link to another site to providers or suppliers, does not mean that we endorse, recommend or advertise the site.

The presence of such links on the Website does, indeed, from Zodiac International has any control or approval of the content of such links. We do not provide such links for your convenience and are not responsible for the content of any site linked to ours or products or services you may subscribe to.

We make no warranty, whether express or statutory, regarding particular accuracy, availability, legality, reliability or validity of any content on any other site or quality of service provided by these third parties.

By using our Site, you waive any claim you might make about Linked Sites.

Operation of Website

We are not responsible for the function (or dysfunction) of networks, links, sites or points of interconnection between our Website and other networks and / or sites managed by third parties.

You agree and acknowledge that access to our Website may be disturbed or rendered impossible.

We will do our best to take any action we deem appropriate to prevent or remedy such cases.

However, we cannot guarantee they will not occur and are therefore exempt from liability for any consequential damages related to or that arise out of such cases.

User behavior

Each user must use the Internet responsibly with respect and courtesy to the rights of other Internet users.

The user, by accessing the ZODIAC INTERNATIONAL website is forbidden to the following:

- Upload to the Website, post, email or transmit any otherwise illegal content, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, contrary to morality, violating the privacy of a person, hateful, or from a racially, ethnically or otherwise objectionable;
- Upload to the Website, post, email or transmit any other means of advertising or promotional elements unsolicited or unauthorized, of "junk" or "false information", "chain letters", or any other form of solicitation;
- Upload to the Website, post, email or transmit any other material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interfere with or disrupt the Site or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Internet Site ;
- Attempt to affect the service of any user, host or network, expose the site to a virus to create a saturation or flooding the server, saturate e-mails or falsifying header information of TCP / IP information in any e-mail or sending forum;
- Accessing data not intended for the user or enter a server / account which the user is not authorized to access;
- Attempting to probe, scan or test the vulnerability of a system or network, or infringing security measures or authentication without having received the authorization;
- Impersonate another person;
- Conduct an activity or induce another person to conduct any illegal activity or other activity which infringes the rights of Zodiac International, its suppliers, partners, distributors, advertisers or any other user;
- Convey or transfer (by any means) information or software derived from a particular site to other countries or to certain foreign nationals in violation of any national law or international regulations.

Recognizing the global nature of the Internet, each user agrees to comply with all the local rules and procedures relating to international and online behavior and acceptable content, including all applicable laws regarding data transmission techniques.

By submitting communications or information on our Website, you authorize us to publish, distribute, adapt, modify, disclose, copy, patent, display, sell, transfer or use anywhere in the world, by whatever means and without limit of time, without payment of compensation or remuneration of any kind. Where necessary, ZODIAC INTERNATIONAL reserves the right at any time to disclose any information announced by you or provided to ZODIAC INTERNATIONAL in order to satisfy a request of the authorities.

Any program downloaded or obtained by you in using this Web Site is your own decision, at your own risk. You are solely responsible for any loss or damage including damage to your computer system or loss of data. Thus, you are solely responsible for costs and damages incurred by any downloading.

At any time and for any reason whatsoever, ZODIAC INTERNATIONAL can implement any means to terminate, without notice, your use of the Website or any of our services for any conduct which violates these conditions of use, ZODIAC INTERNATIONAL reserves the right to claim for non compliance with conditions of use without damages.

Protecting your data

ZODIAC INTERNATIONAL respects the personal data of users who visit this Website. See our disclaimer.

Thank you for the confidence that you show by providing data. ZODIAC INTERNATIONAL scrupulously observes its protection. Protecting your personal information is one of our main concerns. The structure of how the site is based in France means that we protect the data that our users give us in accordance with the standards of security and confidentiality, including those recommended by the CNIL and the Act of 6th August 2004. Our employees have access to your information to personalize and improve the service we offer you. We may also use your personal data when we are studying a request about products or services. We regularly introduce new technologies to preserve the data you provide us. All our employees are committed to comply with these important principles.

When the data is collected?

When you want to be contacted by us through our Website, we collect personal data through "Contact Us". This includes your name, address, email, and phone number. Information on your user profile is retained by our company and are used internally to conduct studies of the market. It is also possible that we asked you to choose a username and password or user ID to access certain areas of our Site. When a visitor requests to view pages on the Website, our servers automatically recognize the domain name of the browser and the IP address. Similarly, our servers log the email addresses that you tell us.

We reserve the right to collect and publish information relating to generic profiles of our visitors indicating data such as name and address. For example, this may include information such as preferences for a product or service in our catalogs. We use "cookies", which are alphanumeric identifiers that we transfer onto your hard drive via your web browser. They allow our system to recognize your browser and offer you personal use of our Website. We invite you to consult with your browser to learn more about how to set the acceptance of cookies. This process gives us the opportunity to improve our website in order to adapt to the needs of our users. We also use the information collected and any other information from your past and present actions on the Website, to correct any technical difficulties that you or other users might experience, to provide services or products that may interest you. ZODIAC INTERNATIONAL do not disseminate the data collected under the above actions than from his colleagues, affiliate, or from companies including our service providers have signed an appropriate agreement for non-disclosure.

How ZODIAC INTERNATIONAL uses your personal data?

Zodiac International will not transfer, sell or rent personal information to unaffiliated third parties unless we have your prior consent your consent or as required by law. If we are compelled by law or by a judge to provide data concerning you, we undertake, where possible, to notify you (unless we believe reasonably not be allowed to do so). Given the state of technology, particularly those applied generally to telecommunications networks, we cannot guarantee the confidentiality nor the integrity, or authentication of e-mails or voice messages that you send or receive. We use the email address you provide us in connection with services rendered or your request to send you information about our products and services through our newsletters and to invite you to participate in surveys on our products or services. If you act on behalf of a corporation and you do not wish to participate in our surveys or if you wish us not to contact you, you can request to be placed on the list of exclusion "by filing the following message" No, I do not want to be included on the ZODIAC INTERNATIONAL mailing list in the " Contact Us ". If you want to send one or more pages on our Web site to a friend by e-mail, we only collect the e-mail address for the purposes of this transmission. ZODIAC INTERNATIONAL may contact you by e-mail, via a general notice on the pages of our Website or by written communication sent by mail to the address listed in the ZODIAC INTERNATIONAL database.

ZODIAC INTERNATIONAL and children

By using this Website, you agree that you are an adult or a person over 18 years. ZODIAC INTERNATIONAL does not knowingly solicit personal information from children or minors. In addition,

children are not our target user. Only adults or persons older than 18 may register or contact us. If we have reason to believe that information was provided to us by a minor then we will disregard it unless with the consent or notification of a parent or guardian. We recognize that protecting children online is important. Parental responsibility is particularly important in this area.

Disclaimer

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

The information available on the Website is provided "AS IS" without warranty of any kind, either expressed or implied, including the integrity, accuracy, timeliness, non infringement, or completeness, or adequacy of the information, products, materials or services for the use you intend to do. You use our services at your own risk. We cannot be held responsible for any damage that you or any user may suffer as a result of such use. We are not responsible for the disclosure of information about you to anyone who used your password and your user name.

ZODIAC INTERNATIONAL does not guarantee the truthfulness, accuracy, availability or reliability of information relating to products, accessories or services appearing on our Website.

ACCORDINGLY ZODIAC INTERNATIONAL DISCLAIMS ANY LIABILITY WITH RESPECT TO DIRECT AND INDIRECT DAMAGES, WHETHER FORESEEABLE OR NOT CAUSED BY THE USE OR INABILITY TO USE THIS SITE OR ANY FAILURE AFFECTING THE OPERATION OF THE SAME.

Warnings:

ZODIAC INTERNATIONAL does not guarantee the accuracy, reliability or completeness of the information accessible on or from the Website. The information contained on the Website is for informational purposes only. Thus, ZODIAC INTERNATIONAL is not liable for any error, omission or failure to update the information contained on its Website.

In addition, ZODIAC MARINE gives no guarantee for such information and assumes no liability for the decisions of any kind that might be taken on the basis of information provided.

Interpretation:

If any provision of these Terms of Use of the Website is not declared valid or invalid by a court of competent jurisdiction, the invalidity of the said clause shall affect the validity of the other clauses contained in these terms of use, which remain in force. The titles have no legal or contractual effect.

Governing Law-Jurisdiction

These conditions are governed by French law. French courts have territorial jurisdiction to hear any dispute relating to the use of a website ZODIAC INTERNATIONAL.

ZODIAC INTERNATIONAL makes no claim to its Web site, products, materials or services that are in accordance with national legislation in force in this area. Access to the Website, products, accessories and services may be against the law in some countries. If you access this Website outside of France, you do this at your own risk. You are solely responsible for compliance with applicable laws of your jurisdiction.

Any claim filed by a user against ZODIAC INTERNATIONAL must be made within 6 months after the onset of the event, the subject of the claim.

Modifications of these Terms of Use

ZODIAC INTERNATIONAL reserves the right to modify and update these Terms of Use without notice. To be informed of any such changes, we advise you read these conditions of use regularly. Use of the Website will be subject to the conditions in force at the time of use.

Legal - Company Information
ZODIAC INTERNATIONAL
1, Quai de Grenelle
75015 PARIS
N ° RCS Paris 729 800 839

Name editor and responsible for drafting: Lionel BLOUIN

Administration / Housing

The site administration is entrusted to Extreme Sensio under the direction of Zodiac International, and is hosted by Extreme Sensio.

Our terms of use

The use of the site www.zodiacmarine.com is governed by these "Terms of Conditions" of the www.zodiacmarine.com website.

Privacy Policy

Pursuant to the Act of 6th August 2006 on the protection of individuals against the processing of personal data, the site has been declared to the CNIL (Commission Nationale de l'Informatique et des Libertés). The data we collect is collected, processed, recorded and stored in accordance with the provisions of the Act of 6th August 2006.

ZODIAC INTERNATIONAL ensures that in all countries where data is transferred the security, confidentiality and your rights and personal data are respected as is ensured by French law.

Under this law, people have a right to access, rectify, modify and delete data which concern them personally.

This right may be exercised by post to:

ZODIAC INTERNATIONAL - 1, Quai de Grenelle - Paris (75015)

Working conditions

ZODIAC INTERNATIONAL hereby undertakes to maintain compliance with:

- The principles mentioned in the Declaration of 18 June 1998 and in particular:

- o not to use child labor;
- o no forced or compulsory labor;
- o not to discriminate in any way;

- By social security and tax administrations, the regulations on hygiene, safety, wages, working hours, occupational medicine are strictly adhered to.