



LEGAL NOTICES - TERMS OF USE
www.simy-beacons.com

Ownership and editorial responsibility :

This site is the property of SYRLINKS
A *société par actions simplifiée* with a share capital of €1,000,000
Entered on the Rennes Trade and Companies Register under number 532 462 256
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Hosting :

The sites www.simy-beacons.com and www.simy.fr are hosted by OXATIS, a *société anonyme à directoire* with share capital of €1,504,318, entered on the Marseilles Trade and Companies Register under number 438 824 708, with registered office at 171 bis Chemin de la Madrague, 13002, Marseilles.

Object :

These terms of use for the site www.simy-beacons.com and the site "www.simy.fr", hereinafter jointly the "Site", set out the terms and conditions governing the use of the Site by the user. A user is any person who connects to a page on the Site or who browses the Site.

The terms of use may be modified by SYRLINKS at any time and without notice. In this case, the modified terms of use come into effect as soon as they are published online. We recommend that users read the terms of use regularly. However, users are deemed to have accepted the terms simply by using the Site.

Intellectual property :

The website, its overall structure, as well as the texts, images (animated or otherwise), know-how, drawings, graphics and any other component of the Site, are the property of SYRLINKS and are protected by French and international intellectual property laws.

The trade marks of the operator of the Site as well as the logos displayed on the Site are registered trade marks.

Any representation, reproduction, use or modification, by any process whatsoever and on any medium whatsoever, of all or part of the Site or all or part of its content, without having obtained the prior written consent of SYRLINKS or of its assigns, is strictly prohibited and may result in criminal and/or civil proceedings.

The fact that SYRLINKS or its assigns does not commence proceedings as soon as it or they learn about such unauthorised uses cannot be construed as acceptance of those uses and as a waiver of the right to take legal action.



Site management :

In order to ensure that the Site is managed correctly, SYRLINKS may at any time:

- Suspend, interrupt or limit access to the Site, reserve access to the Site or to certain parts of the Site to a specified category of user;
- Remove any information that may disturb the functioning of the Site or may be in breach of national or international laws or do not follow netiquette rules;
- Suspend the Site in order to carry out updates;
- Remove or modify the Site or certain Site functionalities as of right;

Terms of use of the Site :

By accessing the Site, the user agrees to comply with its terms of use and declares that he has Internet access, is familiar with its rules, practices, technical capacities and performance capabilities and possesses all hardware and software necessary for browsing on the Internet.

The user alone is responsible for the use of information accessible via the Site.

The user agrees to observe Internet practices and current regulations and not to disclose illegal information via the Site.

The user alone is responsible for the identity that he provides and for the information that he submits. Any use of data made from the user's email address is deemed to have been made by the user himself.

Declaration to the CNIL:

In accordance with the provisions of French Act no. 78-17 of 6 January 1978 on Computing, Files and Freedoms, the automated processing of personal data carried out on the Site was declared to the *Commission Nationale de l'Informatique et des Libertés* (CNIL) under number 2002924 v 0 on 27 October 2016.

Personal data :

When users make purchases, SYRLINKS collects information required to process their order. This data is subject to automated processing. It will not be used for purposes other than those indicated below:

- Order confirmation by email;
- Drawing up of invoices;
- Sending of commercial offers;

In accordance with Act no. 78-17 of 6 January 1978 on Computing, Files and Freedoms, users hold rights to access, query, rectify and modify their personal data. Users may therefore ask SYRLINKS to rectify, supplement, update or erase their personal data where the latter is inaccurate, incomplete, equivocal, out of date or where the collection, use, disclosure or retention of the same is prohibited.

Users of this Site have a right to access, query, rectify and oppose the processing of their personal data, which they may exercise, subject to proving their identity, as follows:

- by email: contact@simy-beacons.com



- or by letter sent to the following address: SYRLINKS - ZAC des Champs Blancs, 28 Rue Robert Keller, 35510 Cesson-Sévigné, France.

Data collected may be communicated to third parties with which SYRLINKS has entered into a contract for the performance of subcontracted tasks necessary to manage the user's account and orders, and without the need for authorisation for such communication.

In the event of an established breach of laws or regulations, this data may be disclosed at the express and substantiated request of the judicial authorities.

Where certain information is necessary to access specific Site functionalities, the operator will indicate this requirement at the time the data is entered.

Hypertext links:

The inclusion of a hypertext link to all or part of the Site is strictly prohibited unless prior written authorisation is given by the operator. Requests may be made to: **contact@simy-beacons.com**

SYRLINKS is free to refuse to give authorisation without having to justify its decision in any way whatsoever. If SYRLINKS grants authorisation, such authorisation is in all cases merely temporary and may be withdrawn at any time, without the need for the operator to justify its decision.

In all cases, any links must be withdrawn on simple request.

SYRLINKS cannot under any circumstances be held responsible for sites that can be accessed from the Site by means of a hypertext link and cannot assume any responsibility for the content, products, services, etc. available on those sites or from those sites.

Cookies :

The user is informed that when browsing on the Site, cookies may be automatically installed on his browser software.

By continuing to browse the Site without changing the browser's settings, the user accepts that the cookies will be consulted.

A cookie is a set of data used to record information about the user's browsing habits on the Site.

The browser software's settings can indicate when cookies are present and, where applicable, can be configured to refuse cookies in the manner described at the following address: www.cnil.fr.

The user holds all of the aforementioned rights with respect to his personal data communicated via cookies under the conditions indicated above.

Indemnity :

The user agrees to indemnify and hold SYRLINKS harmless from and against any action brought against it or any complaint filed against it by a third party as a result of the user using the Site in a manner not consistent with these terms of use.



This indemnity covers any sum that SYRLINKS is obliged to pay for any reason whatsoever, including lawyers' fees and legal costs recognised or pronounced by a court, within reasonable limits. The use of the Site does not come with any warranty of any kind whatsoever. SYRLINKS offers no express or implied warranty as to the user's use of the Site and, in particular, as to the availability of the services and their content and as to whether they are appropriate, up-to-date, reliable and useful.

Likewise, SYRLINKS offers no warranty that the content and services obtained by the user will meet his expectations, and that the content and services supplied comply with all regulations or third party rights.

Liability of SYRLINKS :

SYRLINKS cannot be held liable under any circumstances for any consequential and/or indirect damage whatsoever and, in particular, for loss of profit, loss of earnings, loss of customers, loss of data or business interruption resulting from the use of the Site or from the unavailability of the same, even if SYRLINKS had previously been informed about the possibility of such harm.

SYRLINKS cannot, in particular, be held liable for any impairment of information, programs, files or databases as a result of the use of the software.

SYRLINKS cannot under any circumstances be held liable for disruption or interruption to Internet access networks, faults in the user's computer or telephone equipment and, more generally, for any event associated with the conditions for accessing the Internet.

User's liability :

The user alone is responsible for his use of the functionalities offered on the Site. Accordingly, the user must comply with current laws and requirements, particularly with regard to the processing of personal data.

The user agrees not to associate SYRLINKS with any illegal distribution and, in particular, with any distribution that may harm its image. In particular, he agrees not to post any message that may be harmful to minors or, more generally, any message that is illegal.

The user alone is responsible for the identity that he provides and for the content of the messages that he submits.

Governing law :

These Site terms of use are governed by French law and are subject to the jurisdiction of the courts in Rennes unless a specific assignment of jurisdiction is made by operation of a specific law or regulation.