



## WEBSITE

### Legal Notice and General Conditions of Use

---

*Updated January 2020*

**Continued browsing of this site constitutes acceptance without reservation of the following terms and conditions of use.**

**The version currently online of these terms and conditions of use is the only one enforceable during the entire period of use of the site and until a new version replaces it.**

**The purpose of these general terms and conditions of use is to define the terms and conditions of access to and use of the site [www.pradeo.com](http://www.pradeo.com).**

#### LEGAL NOTICE

**Site** (hereinafter referred to as "the Site"): [www.pradeo.com](http://www.pradeo.com).

**Publisher** (hereinafter referred to as "the Publisher" or "PRADEO"): PRADEO SECURITY SYSTEMS, a SAS with share capital of 50,660 euros, whose registered office is Les Portes d'Antigone - Bâtiment B, 71, Place Vauban 34000 Montpellier registered with the Montpellier Trade and Companies Register under number 525 074 092, represented by Mr Clément SAAD as Chairman.

**Contact:** Tel: 33 (0) 4 67 20 99 11/Courriel: [contact@pradeo.com](mailto:contact@pradeo.com)

**Director of Publication:** Clément Saad (President)

**The host of the Site** (hereinafter referred to as "the Host"): PRADEO SECURITY SYSTEMS, a SAS company with a capital of €50,660, whose registered office is located at 71, Place VAUBAN - 34000 Montpellier, registered in the Montpellier Trade and Companies Register under the number 525 074 092, represented by Clément SAAD.

Tel: 04 67 20 99 11/ E-mail: [contact@pradeo.com](mailto:contact@pradeo.com)



## TERMS AND CONDITIONS OF USE OF THE SHOWCASE SITE

### 1. DEFINITION

**The Site** allows users to become acquainted with PRADEO applications and those of its partners.

**The user** (hereinafter referred to as the "User") is the person browsing the Site.

**The partners** (hereinafter referred to as "the Partners") are the companies offering applications on the Site that are complementary to those of PRADEO.

### 2. VALIDITY AND ACCEPTANCE

The User must read the General Conditions of Use. They are indivisible and their acceptance is valid for the whole, expressed only once. Under no circumstances may Users unilaterally waive the application of one or more of its clauses. The General Conditions of Use apply fully and exclusively, with the exception of the mandatory provisions of the law in force.

### 3. SCOPE OF APPLICATION

The purpose of the General Terms and Conditions of Use is to define the terms and conditions of access and use of the website [www.pradeo.com](http://www.pradeo.com), the purpose of which is to present PRADEO applications and those of its Partners.

### 4. PRESENTATION OF THE SITE

#### 4.1. Use and access to the Site

The Site is accessible free of charge to Users with an internet connection. All costs, whatever they may be, relating to access to the Site are exclusively the responsibility of the User, who is solely responsible for the proper functioning of his computer equipment and his access to the Internet.

## 4.2. Site Availability

The Publisher makes every effort to allow the User access to the Site 24 hours a day, 7 days a week, except in cases of force majeure and subject to the following.

The Publisher may, in particular, at any time, without being held liable:

- suspend, interrupt or limit access to all or part of the Site,
- reserve access to the Site, or certain parts of the Site, to a specific category of Internet user;
- delete any information that may disrupt the operation of the Site or that contravenes national or international laws or the rules of Netiquette;
- suspend or limit access to the Site in order to carry out updates.

The Publisher is released from any responsibility in case of impossibility of access to the Site because of an event beyond its control (in particular problem on the User's equipment, technical hazards, disturbance on the Internet network ...).

**The User acknowledges that the Publisher's obligation regarding the availability of the Site is a simple obligation of means.**

## 4.3. Site content

All trademarks, distinctive brand elements, domain names, photographs, texts, comments, illustrations, animated or non-animated images, video sequences, sounds, as well as all computer elements that could be used to operate the Site and more generally all elements reproduced or used on the Site are protected by the laws in force under intellectual property.

They are the full and entire property of the Publisher and/or its Partners. Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent of the Publisher, is strictly prohibited. The fact that the Publisher does not take legal action as soon as it becomes aware of such unauthorised use does not constitute acceptance of such use and waiver of prosecution.

## 5. RESPONSIBILITY

The responsibility of the Publisher cannot be sought in particular in the event

- use by the User of the Site contrary to its purpose.
- because of the use of the Site or any service accessible via the Internet.
- because of the User's failure to comply with these general terms and conditions of use.
- due to the interruption of the internet and/or intranet network.
- the occurrence of technical problems and/or a cyber-attack affecting the premises, installations and digital spaces, software and hardware belonging to or placed under the responsibility of the User.

Furthermore, the Publisher is not liable for any damage caused to the User, third parties and/or the User's equipment as a result of his/her connection to or use of the Site.

If the Publisher is subject to amicable or legal proceedings due to the User's use of the Site, the Publisher may turn against the User to obtain compensation for all damages, sums, sentences and costs that may result from such proceedings.

The material used to connect to the Site is used by the User under his entire responsibility.

The User must take all appropriate measures to protect his equipment and his own data, particularly in the event of virus attacks via the Internet. Moreover, the User is solely responsible for the sites, applications and data he consults.

The Publisher makes no commitment as to the relevance of all or part of the content of the Site, in particular concerning the products offered by its Partners.

Thus, the Publisher does not guarantee the accuracy and completeness of the contents of the offers of its Partners, all the information relating to which is provided by the Partners.

The Partners are solely responsible for the information they provide on the Site concerning them and their products.

**The Publisher, in its capacity as intermediary between the User and the Partner, can never be held liable for any reason whatsoever with regard to the performance of the obligations incumbent on the Partner towards the User, even if complaints are addressed to it by the latter.**

## 6. Links to other sites

The setting up by the User of any hypertext links from any site and/or application and from any terminal to all or part of the Site is strictly forbidden, unless prior written authorisation from the Publisher, requested by e-mail at the following address: [contact@pradeo.com](mailto:contact@pradeo.com).

The Publisher is free to refuse this authorisation without having to justify its decision in any way whatsoever. Should the Publisher grant its authorization, this authorization is in any case only temporary and may be withdrawn at any time, without the Publisher having to justify its decision in any way.

In any case, any link must be removed at the request of the Publisher.

The Site contains links to third party websites and Partners. The linked sites are not under the control of the Publisher, who is not responsible for their content, nor in the event of any technical problem and/or security flaw arising from a hypertext link placed with or without the latter's formal consent.

It is up to the User to make all necessary or appropriate checks before proceeding with any transaction with any of these third parties and Partners.

## 7. COOKIES

Operational navigation on the Site requires the use of cookies, which are mini "tracer" files implanted on the User's terminal, and which give the Editor access to standard connection information.

All the information collected can be consulted in our "[Cookie Charter](#)".

The User is therefore free to choose in his browser settings whether he wishes to accept cookies or not; if he does not accept them, he unreservedly admits that he cannot seek the Publisher's liability due to his own navigation difficulties, possibly making it difficult or even impossible for him to use the Site and complete his orders.

## 8. GENERAL PROVISIONS

### 8.1. Force majeure

Neither party may be held liable if the execution of the contract is delayed or prevented due to a case of force majeure or an act of God, due to the other party or a third party, or due to external causes such as social conflicts, intervention of civil or military authorities, natural

disasters, fires, water damage, interruption of the telecommunications or electricity network, breakdowns, accidents, traffic jams.

## 8.2. Entire contract

The parties acknowledge that this Agreement constitutes the entire agreement between them and supersedes any and all prior offers, provisions or agreements, whether written or oral.

## 8.3. Nullity

If any of the provisions of this contract should prove to be null and void with regard to a rule of law in force or a court decision that has become final, it shall be deemed to be unwritten, without however entailing the nullity of the contract or affecting the validity of its other provisions.

## 8.4. Waiver

The fact that either party does not claim the application of any clause of the contract or acquiesces in its non-performance, whether permanently or temporarily, shall not be interpreted as a waiver by that party of the rights deriving for it from the said clause.

## 8.5. Personal data

The [Privacy Policy](#) explains how we handle your personal data and protect your privacy when you browse the site.

## 8.6. Applicable law and disputes

By express agreement between the parties, the present contract is governed by and subject to French law.

It is drafted in French. In the event that it is translated into one or more languages, only the French text shall be authentic in the event of a dispute.

**ANY DISPUTE RELATING TO THE CONCLUSION, INTERPRETATION, EXECUTION OR TERMINATION OF THIS CONTRACT SHALL BE SUBMITTED TO THE COURT OF MONTPELLIER WITH EXCLUSIVE JURISDICTION, INCLUDING BY REFERENCE, NOTWITHSTANDING THE CALL IN WARRANTY OR THE PLURALITY OF DEFENDANTS.**