GENERAL TERMS OF USE Last update date: 16/10/2023

Article 1 - LEGAL NOTICE

The present website, accessible at the URL https://www.auros-services.com, (the "Site"), is published by:

AUROS SAS, a company with a capital of 30,000 euros, registered with the R.C.S. of Meaux under the number 979 396 082, whose registered office is located at 35 rue de Claye in Thorigny sur Marne, represented by DUPUIS MARI Valentin, duly authorized,

The individual VAT number of the Operator is: FR58979396082

The Site is hosted by the company WIX.COM, located at 19 BD malesherbes 75008

France telephone: 08 97 12 90 50

The Director of the publication of the Site is Dupuis-Mari Valentin

The Operator can be reached at the following email address: contact@auros-services.com

Article 2 - DESCRIPTION OF THE SERVICE

The Site is made available to any person accessing the site (the "User") to obtain information about the services and offers of the Auros company.

The Site is not a commercial site and does not offer any remote commercial transactions. The User remains responsible for the terms and consequences of their access to the Site, including via the Internet. This access may involve the payment of fees to technical service providers such as Internet service providers, which remain at their expense. In addition, the User must provide and be fully responsible for the equipment necessary to connect to the Site.

The User acknowledges having verified that the computer configuration they are using is secure and in working order.

The information and services offered by the Site are free, and accessible 24/7, except in cases of force majeure, computer failures, maintenance operations, or problems related to telecommunications networks.

Article 3 – INTELLECTUAL PROPERTY AND LICENSE TO USE THE SITE

The Operator is the sole owner of all elements present on the Site, including but not limited to all texts, files, images, animated or not, photographs, videos, logos, drawings, models, software, trademarks, visual identity, database, structure of the Site and all other elements of intellectual property and other data or information (hereinafter, the "Elements") which are protected by French and international laws and regulations relating in particular to intellectual property.

Consequently, none of the Elements of the Site may in whole or in part be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, disseminated, represented, stored, used, rented or exploited in any other way, free of charge or for a fee, by a User or by a third party, whatever the means and/or media used, whether known or unknown to date, without the prior express written authorization of the Operator on a case-by-case basis, and the User is solely responsible for any unauthorized use and/or exploitation.

Furthermore, it is specified that the Operator is not the owner of the content uploaded by Users, for which they remain fully responsible and guarantee the Operator against any recourse in this respect. Users grant the Operator a non-exclusive, transferable, sublicensable, free and worldwide license to use the intellectual property content they publish on the Site, for the entire duration of protection of these contents.

The Operator reserves the right to take legal action against persons who have not complied with the prohibitions contained in this article.

ARTICLE 4 - LIABILITY AND WARRANTY

The Operator cannot be held responsible for information imported, stored and/or published on the Site by Users. The Operator cannot be held responsible for any information published by a User on the Site and for direct or indirect damages that this use could cause to a third party, the User at the origin of the publication remaining solely responsible in this respect. The User acknowledges that the characteristics and constraints of the Internet do not guarantee the security, availability and integrity of data transmissions over the Internet. Thus, the Operator does not guarantee that the Site and its services will operate without interruption or malfunction. In particular, their operation may be temporarily interrupted for maintenance, updates or technical improvements, or to change their content and/or presentation.

The Operator cannot be held responsible for the use made of the Site and its Elements by Users in violation of these General Terms of Use and for direct or indirect damages that this use could cause to a User or to a third party. In particular, the Operator cannot be held responsible for false statements made by a User and their behavior towards third parties. In the event that the Operator's liability is sought due to such behavior by one of its Users, the latter undertakes to guarantee the Operator against any conviction pronounced against it and to reimburse the Operator for all costs, including attorneys' fees, incurred in its defense. The User is solely responsible for all content they upload to the Site, for which they expressly declare they have all the rights, and guarantees the Operator that they are not uploading content that infringes third party rights, including intellectual property rights, or constitutes an infringement of persons (including defamation, insults, slurs, etc.), respect for privacy, an infringement of public order and good morals (including, apology for crimes against humanity, incitement to racial hatred, child pornography, etc.). In the event of an infringement of the laws in force, good morals or these General Terms of Use, the Operator may exclude as of right Users who have committed such offenses and delete information and references to this contentious content. The Operator is qualified as a host regarding content uploaded by third parties. As such, it is recalled that the Operator has no general obligation to monitor the content transmitted or stored via the Site. In the event that the Operator's liability is sought due to content uploaded by the User, the latter undertakes to guarantee the Operator against any conviction pronounced against it and to reimburse the Operator for all costs, including attorneys' fees, incurred in its defense.

ARTICLE 5 - PERSONAL DATA

For more information regarding the use of personal data by the Operator, please read the Privacy Policy (the "Policy") carefully. You can consult this Policy on the Site at any time.

Article 6 - HYPERLINKS

The hyperlinks available on the Site may refer to third party websites not published by the Operator. They are provided solely for the convenience of the User, to facilitate the use of resources available on the Internet. If the User uses these links, they will leave the Site and will then agree to use the third-party sites at their own risk or, where applicable, in accordance with the conditions governing them.

The User acknowledges that the Operator does not control or contribute in any way to the development of the terms of use and/or content applicable to or appearing on these third-party sites.

Consequently, the Operator cannot be held responsible in any way for these hyperlinks. In addition, the User acknowledges that the Operator cannot endorse, guarantee or assume all or part of the terms of use and/or content of these third-party sites.

The Site may also contain promotional hyperlinks and/or advertising banners referring to third-party websites not published by the Operator.

The Operator invites the User to report any hyperlink on the Site that would allow access to a third-party site offering content contrary to laws and/or morals.

The User may not use and/or insert a hyperlink pointing to the site without the written and prior agreement of the Operator on a case-by-case basis.

ARTICLE 7 – GENERAL PROVISIONS

ENTIRE AGREEMENT OF THE PARTIES

These General Terms of Use constitute a contract governing the relationship between the User and the Operator. They constitute all the rights and obligations of the Operator and the User relating to their object. If one or more stipulations of these General Terms of Use are declared null and void pursuant to a law, a regulation or following a final decision of a competent jurisdiction, the other stipulations will retain their full force and scope. In addition, the fact for one of the parties to these General Terms of Use not to take advantage of a breach by the other party to any of the provisions of these General Terms of Use cannot be interpreted as a waiver on its part to take advantage of such a breach in the future.

MODIFICATIONS OF THE TERMS OF USE

The Operator reserves the right to modify at any time and without notice the content of the Site or the services available on it, and/or to temporarily or permanently cease operating all or part of the Site.

In addition, the Operator reserves the right to modify at any time and without notice the location of the Site on the Internet, as well as these General Terms of Use. The User is therefore required to refer to these General Terms of Use before using the Site. In the event of material changes, the User will be informed by email and a warning on the Site before the change is implemented.

The User acknowledges that the Operator cannot be held responsible in any way towards them or any third party for these modifications, suspensions or cessations.

COMPLAINT - MEDIATION

In case of dispute, you must first contact the company's customer service at the following coordinates: [Insert customer service coordinates].

In case of failure of the request for complaint with the customer service or in the absence of a response from this service within a period of [Insert deadline], the Customer may submit the dispute relating to the order form or to these GTC opposing them to the Operator to the following mediator: [identity and coordinates of the mediator].

The mediator will attempt, in complete independence and impartiality, to bring the parties together with a view to reaching an amicable solution. The parties remain free to accept or refuse the recourse to mediation as well as, in case of recourse to mediation, to accept or refuse the solution proposed by the mediator.

APPLICABLE LAW

These General Terms of Use are governed, interpreted and applied in accordance with French law.

ACCEPTANCE OF THE GENERAL TERMS BY THE USER

The User acknowledges having read these General Terms of Use carefully. By registering on the Site, the User confirms having read the General Terms of Use and accepts them, making them contractually bound by the terms of these General Terms of Use.

The General Terms of Use applicable to the User are those posted on the Site. In case of modification, the Operator will publish these changes on the Site so that the User knows what information is collected, how it is used, under what circumstances, and if applicable, how it is disclosed. In case of material changes, the User will be informed by email and a warning on the Site before the change is implemented.