

TERMS OF USE

Any access to and use of the website (the “Website”) imply the user’s (the “User”) acceptance of the following terms of use. If access to the Website is granted to the User with a login and a password, these terms of use shall be governed by the relevant specific terms of use of the Website or by the relevant Bureau Veritas General Conditions of Service, accessible on the Website prior to the restricted access or upon first connection.

Website use: The Website may provide information on the relevant Bureau Veritas company, its products and services (the “Content”). The User shall access to the Website for its personal purpose only. The Content is protected by intellectual property rights which belong to Bureau Veritas or to its affiliates or which are licensed to Bureau Veritas or to its affiliates. Accordingly, any total or partial reproduction, representation, extraction, modification, dissemination or exploitation of the Website, or of any one of the elements of the Content (such as texts, images, photos, graphics, data, architecture, source code, software and data bases), on any medium whatsoever, is strictly forbidden unless previously authorized in writing by Bureau Veritas or its affiliates. In addition, in no event shall consulting the Website be construed as a transfer, license or authorization to re-use the Content for commercial purposes.

Bureau Veritas is entitled to modify the Content at any time without prior notice.

The User strictly shall not:

- make any deterioration, unauthorized downloading, DDoS attack, misappropriation of the Content, attempt to circumvent or damage security devices, phishing, fraudulent introduction into Bureau Veritas infrastructure, etc.;
- damage the integrity or availability of the Website, and/or Bureau Veritas’ interests, reputation and/or exclusive rights;
- transmit or disclose via the Website illegal, contrary to public policy or defamatory information.

Access to and use of the Website shall terminate in the event the User does not comply with these terms of use.

Availability: The Website functions 24/24 hours and 7/7 days. However, if a force majeure event occurs, the Website is overloaded or unavailable due to electronic communication networks, access to all or part of the Website may be slowed down or interrupted. Furthermore, Bureau Veritas may undertake corrective or preventive maintenance on the Website or hosting facilities. Accordingly, Bureau Veritas does not guarantee availability or continuous access to the Website.

Trademarks: The “Bureau Veritas” trademarks and logo or any other names or trademarks registered or otherwise under which Bureau Veritas or its affiliates carry on their businesses are the exclusive ownership of Bureau Veritas or its affiliates. Any use or reproduction by the User is strictly forbidden without the express prior written authorization of Bureau Veritas or its affiliates.

Liability: The Content accessible via the Website is provided “as is” by Bureau Veritas or its affiliates. Bureau Veritas or its affiliates as applicable, disclaim any warranties, whether express or implied, regarding the relevance, timeliness, completeness or the use of the information by the User for a particular purpose. The User is responsible for the use of the Content freely available on the Website.

Bureau Veritas and its affiliates shall not be liable for any direct or indirect damages (including but not limited to any financial loss, commercial loss, loss of profits, loss of operation, loss of programs or loss of data), resulting from the use of the Website and the information contained therein. Bureau Veritas and its affiliates shall not be liable in the event of viruses, malware or spam resulting from the consultation of the Website.

Hypertext links: The Website may include hypertext links to third party websites. Bureau Veritas has no means of controlling the content of such third party websites redirecting to the Website and therefore declines all responsibility to their content.

Applicable Jurisdiction and Law: All disputes related to the Website and its Content shall be referred to the Shanghai International Economic and Trade Arbitration Commission and governed by PRC law.