

General Conditions of Use

Preamble

Access to the AMI Online Encyclopaedia is obtained via the website www.encyclopedia-ami.com, edited by the company ALBAN MULLER INTERNATIONAL – AMI Encyclopaedia Service – a private limited company with a capital of €40,000 – registered in the Créteil RCS (Corporate and Trade Register) under number 415 392 422, intracommunity VAT number FR 42 415 392 422, whose registered office is situated at 8, RUE CHARLES PATHÉ - 94300 VINCENNES.

This website is reserved exclusively for professionals. This online payment-based consultation service can only be accessed once users have read these general conditions and accepted them fully, agreed to the tariff and confirmed this through ticking the box entitled “I accept the general conditions and fee”.

1- Definitions

The User: Denotes any individual who has taken out a subscription in order to consult the AMI Encyclopaedia.

The Contract: Refers to these general conditions regulating the relationship between the User and Alban Muller International.

The Website: Refers to the www.encyclopedia-ami.com website, edited and operated by Alban Muller International.

2- Aim

The aim of these general conditions is to determine the conditions of access to and use of the Website.

3- Technical Pre-requisites

The User recognises that access to the AMI Encyclopaedia is obtained through the Internet and declares that they have assumed all costs associated with the supply and installation of a terminal, modem and any other necessary equipment, and also the costs of installing a telephone line in order to access the Website, as well as ensuring that their technical set-up is compatible with the Website.

The cost of telephone calls and Internet access allowing connection to the Website are to be covered by the User, in accordance with the tariffs charged by their telecommunications operator or Internet provider.

4- Subscription – Duration - Termination

Subscription comprises access to the information database and updates.

It is an annual subscription (from X date to X date), beginning the day the access codes are sent. If no re-subscription request is made, the subscription is terminated the day after the expiry date. Three expiry reminders are emailed to the User: 30, 15 and 1 day(s) before the expiry date.

In case of non-payment, the subscription will be legally terminated 5 full days following non-response to a formal payment notice sent to the email address supplied by the User upon subscription.

5- Price – Modes of Payment

The price is displayed on the Website in the “Subscription” section. It is a fixed price for the subscription year and is in Euros, including tax. The User is charged the price applicable on the day of the subscription or renewal request.

Payment for subscriptions, is made by cheque or transfer, in Euros.

6- Access to the AMI Encyclopaedia

6.1 Contractual Process

Subscription is made via the Website, according to the following procedure:

- 1- The Website is accessed directly or via www.albanmuller.com.
- 2- Online subscription form to fill in.
- 3- General conditions are accessed through hypertext links; the tariff is displayed.
- 4- The User agrees to the Contract and tariff by clicking the mouse on the box entitled “I accept the general conditions and tariff”,
- 5- The order form is printed, signed, stamped and sent to the address indicated in the preamble, along with payment (cheque or transfer),
- 6- The contract is drawn up upon receipt of the order form and payment by Alban Muller International,
- 7- The User is emailed a user name and password allowing them to access the AMI Encyclopaedia,
- 8- A receipt of payment is sent to the address indicated on the order form.

The User undertakes to supply Alban Muller International with authentic personal information, in particular a valid email address necessary for the activation of the subscription, as well as to inform them of any changes to these details during the term of the Contract (via the “My Account” section or the contact form available on the Website).

6.2 Access Code

After Alban Muller International receives their payment, the User will receive an email with their personal access codes: a user name composed of the email address entered by the User on the subscription form and a password which is automatically generated by the Website. These codes are indispensable for access to the AMI Encyclopaedia.

The password can be changed at any time through accessing the “My account” section of the Website.

The use of identification attributed to the User (user name plus password) is the sole responsibility of this individual. This identification is personal, confidential and non transferable.

In the case of loss or theft of his/her password, the User must inform Alban Muller International without delay, by email. On receipt of the email Alban Muller International will immediately cancel and replace the password.

7- Website accessibility

The Encyclopaedia is accessible via the Internet 24 hours a day, 7 days a week, except in cases of “force majeure”, i.e. any event which is out of Alban Muller International’s control, and any breakdowns or updating/maintenance work needed to ensure the smooth running of the service. The User is informed that, in case of prolonged inactivity during their connection (2 hours), they will be automatically disconnected. In this case they will need to identify themselves once more if they wish to consult the AMI Encyclopaedia.

Alban Muller International undertakes to use all its available resources in order to ensure good quality of access to the service and to ensure that the data it transmits is made available online reliably and quickly. Alban Muller International cannot, however, be held responsible if connection is made impossible for technical reasons.

8- Internet Network

The User recognises the characteristics and limitations of the Internet. As a consequence, Alban Muller International cannot be held responsible for the reliability of data transmission and access and response times.

For the same reasons, Alban Muller International cannot be held responsible for the contamination of data and/or software belonging to the User by any viruses circulating on the Internet or the Website or contained in any emails exchanged with the User. The User is responsible for taking all necessary precautions in order to avoid all such intrusions or contamination.

Alban Muller International may propose external hypertext links, offering the User the possibility to consult other websites. Alban Muller International cannot be held responsible for the content of any such sites, over which it has no control.

9- Limits of Responsibility

It is expressly agreed that no explicit or implicit warranty is given to the User.

The User is a professional and has sole responsibility for his/her Website consultation, their use and interpretation of documents made available and any advice they may draw from these documents. This Contract offers the User service provision for the consultation of the AMI Encyclopaedia. This cannot, in any circumstances, be regarded by the User as an advice-giving service.

The User expressly recognises that, whatever the circumstances, Alban Muller International cannot be considered responsible for any damage or disadvantage of any nature, whether direct or indirect, resulting from any information provided, inaccuracy, error, delay in information being put on line, lack of completeness etc. in relation to the data contained in the Website.

Alban Muller International is bound to take all due care to provide the User with a quality service but cannot, however, guarantee the accuracy, precision or completeness of information made available on the Website. Alban Muller International cannot be held responsible by third parties or by the User for the use made by the latter of the information contained in the Website. If certain pieces of information provided by Alban Muller International are found to be faulty and if the cause of this can be attributed directly to Alban Muller International and has disadvantaged the User, Alban Muller International's responsibility will be limited to the reimbursement of the subscription cost.

10- Intellectual Property

Alban Muller International holds Intellectual Property rights for the content of the Website and data bases. No part of the Website can be copied, reproduced, modified, reedited, scanned, downloaded, distorted, translated, adapted, broken down, disassembled, transmitted or distributed in any way, for any purpose, using any means, whether in part or in full, without prior written authorisation from Alban Muller International. Material can only be copied for private use (i.e. for personal, private and non-commercial purposes, on a personal computer).

The following must appear on any authorised copies of all or part of the Website's content: "COPYRIGHT 2008 - Alban Muller International – ALL RIGHTS RESERVED".

The User is informed that site graphics may contain a copyright mark, and renounces the right to take action or appeal against this. The User is forbidden to remove any Copyright notices which appear on the material.

Any authorised use of elements integral to or displayed on the Website must be made without distorting, modifying or altering the material in any way.

Any behaviour to the contrary will result in termination of the User's subscription without compensation, as well as legal action (civil or criminal) for the violation of Intellectual Property rights.

More information on Intellectual Property rights in relation to the Website can be found in the legal notes.

11- Personal Details – Right of access to files

Personal information communicated by the User during registration is destined for Alban Muller International.

In accordance with law 78-17 of 6th January 1978 concerning information technology, files and freedoms, all Users have rights of access, contradiction, rectification and elimination of personal information relating to them.

The User can exercise these rights through request by post to the address indicated in the preamble, or by email via the Subscribed Members Space (“My Account”).

More information on personal data in relation to the Website can be found in the legal notes.

12- Licence Transfer

In exchange for payment of the appropriate tariff, the User benefits from a licence for personal use. This licence is non-exclusive and non-transferable. This transfer of the right to use the Website does not constitute a transfer of property. As a consequence, the User is forbidden from passing on the utilisation rights contained in this Contract to a third person, through any means, whether for free or for payment.

13- Modification of the general conditions

The general conditions are liable to be modified without any formal procedure other than the posting of a new modified version on line. Only the latest version will be valid.

Alban Muller International cannot be held accountable under previous versions, even if they remain accessible to the public via other websites or by any other means.

14- Information – Complaints

Any comments regarding the application of these general conditions, requests for information or complaints relating to the running of the service should be sent to the address indicated in the preamble or by email using the contact form available on the Website.

15- Applicable Law – Appeals

These general conditions are subject to French Law. The “Tribunal de Commerce de Paris” (Paris Commercial Court) is the only applicable legislative body for the settling of any difficulties in relation to the interpretation and/or application of these general conditions, even in the case of multiple defendants or warranty claims.