

## LEGAL NOTICES

This page describes the conditions of use which apply to all users of the web site aquamotion-courchevel.com. In consulting them, you acknowledge to have fully understood and agree to abide by them without reservation. Aquamotion SAS reserves the right to change these legal notices at any time without prior notice; you commit therefore to consulting them regularly.

### 1 - PRESENTATION OF THE SITE

The web site aquamotion-courchevel.com (hereafter named 'le Site' The Site') is the exclusive property of Aquamotion SAS (hereafter named 'l'Editeur 'Editor') "société par actions simplifiées" (simplified stock company) with capital of 100 000euros, registered with the Chambéry Trade and Companies Register under the number 814 519 419 00018 (Value added tax identification number: FR 358 145 19 419)and whose head office is located at 1297 routes des eaux vives, 73120 Courchevel Village, France. Tel: +33 (0)9 71 00 73 00.

The Director of Publication of the site is Mr. Jacques Courtillé, as General Director of Aquamotion SAS

The companies that participated in creating this site are:

- Technical realisation : QUADRA INFORMATIQUE
- SEO Consulting : DISKO
- Site hosting : OVH
- Web project : Antoinette Desantis
- The site may give access to other sites belonging or not to the Editor, likely to have their own legal notices, which should be consulted and respected.

The user of the site acknowledges having the skills and means necessary to access and use this site.

### 2 - CONDITIONS OF SERVICE

The minimum configuration required to access this site is the following :

a screen resolution 1024x768 pixels, web browser Microsoft Internet Explorer 9x or Mozilla Firefox 34x The user of the Site acknowledges having checked that the computer system configuration used has no virus and that it is in perfect working order.

The user acknowledges that he has been informed that the site is accessible 24h/24 and 7/7 days, except in cases of force majeure, computer difficulties, difficulties linked to the telecommunications network or technical problems. For maintenance reasons, the Editor may interrupt access to the site and will try to inform users beforehand.

The Editor and its service providers decline all responsibility for problems encountered during access to the Site and may not be held responsible for direct or indirect damage which may result from accessing or using the Site, including inaccessibility, loss of data, deteriorations, destructions or virus which could affect the user's computer equipment, and /or of the presence of a virus on his site.

The user declares that the cost of access and navigation on the Site is at his sole charge. In the event the user accesses the Site from another State other than France, he commits to respecting the legislation locally applicable.

### 3 - INFORMATION CONTAINED ON THE SITE

The information contained within this web site is provided purely for informational purposes. The Editor and his partners cannot guarantee that the information on its website is accurate, complete or up-to-date. The Editor and his partners take all steps possible to provide the user with available and verified information and/or tools but cannot be held responsible for any errors or omissions, and/or a lack of availability of information and services.

Consequently, the user agrees that he alone is responsible for the use of this information, and the Editor declines all responsibility as to possible inaccuracies or omissions concerning the information on the Site.

#### 4 - PERSONAL INFORMATION

In accordance with the provisions of French Law n°78-17 of 6 January 1978 relative to information technology, files and freedom, the computerized processing of personal data used within the framework of the Site; a declaration was made to the (CNIL) French National Commission of Data Processing.

The user is hereby informed that he/she has the right to access, to change, correct and delete his/her personal data and that he/she may do this by:

- Either sending an email to the address : [administratif@aquamotion-courchevel.com](mailto:administratif@aquamotion-courchevel.com)
- Or by sending a postal letter to : Aquamotion SAS- 1297 routes des eaux vives, 73120 Courchevel Village, France.

The user is hereby informed that, in accordance with article 27 of the with the provisions of French Law n°78-17 of 6 January 1978, the personal data communicated by the user in filling in forms present on the Site, is intended for the Editor. The user may oppose this transfer in writing to the postal address cited above.

The personal data that the user may be requested to give is on a voluntary basis, notably within the framework of the forms on the site or to take part in a game. This information is necessary to the Editor to follow up or process files. In the event where the user does not provide the required information, the Editor will be unable to process these files. The Editor is entitled, for any and all purposes, to keep and file the client's data in a confidential manner.

Unless there is express agreement by the user (electronic acceptance), the data collected will not be rented, neither exchanged nor sold to other independent companies of the group Aquamotion SAS.

#### 5 - COOKIES

Pursuant to the terms of the directive 2002/58/CE, the Editor uses cookies to simplify the use of forms and to proceed with analyzing frequentation so as to improve the quality of the Site. The cookie is a block of data which cannot identify the user but is used to record specific information about the navigation of the user on the web site.

The user is therefore informed that during his visit to the Site, cookies linked to the browser software may automatically be installed on his computer or computers.

Except configuring your navigation software specifically or action by the user, the cookies will be stocked for five (5) years in the computer or computers used to browse on the site. The configuration of the navigation software enables you to be informed of the presence of cookies and eventually

refuse them. (The user must consult the instructions for use of his software to know the procedure to follow).The user may at any time delete the cookies in the options of confidentiality of his navigation software, with the understanding that use of the Site may then be limited.

Within the framework of implementing advertising programmes online, the Editor and third party providers, including Google, use jointly cookies owned (such as the cookie Google Analytics) and third- party cookies (such as the cookie DoubleClick) to obtain information during the user's navigation on the Site, to optimize and publish advertisements on third-party sites according to visits made on the Site by the user, to determine the link between the visits recorded on the Site and the perceptions of advertisements , other uses of publicity services and the interactions with the impressions of advertisements and these publicity services.

The user may at any time deactivate the functions of Google Analytics for the publicity display and personalize the advertisements by the network display of Google via the preferred administrator for Google advertisements.

The user has a right of access, to change, to correct and to delete personal data communicated by the cookies in the same conditions as stated in point 4. Personal information concerning the user is intended for the Editor.

## 6 - RESPECT OF LEGISLATION AND RESPONSIBILITY

The Editor informs users of the Site that all the laws and applicable regulations in force apply to Internet. The users of the Site notably have an obligation to comply with the provisions of the law of 6<sup>th</sup> January 1978 concerning, computing, files and liberties, breach of which may lead to criminal prosecution. Regarding personal data to which they access, users must abstain from any collection, any diverted use, and generally of any act likely to attack private life or the reputation of people.

The Editor is owner or holds the rights of the general structure of the Site, the tree structure, the software, the texts , images whether animated or not, graphics and sound, and more generally all the elements that make up the Site. Any full or partial reproduction, representation, modification, publication, transmission, distortion, of the Site or of its contents by any procedure whatsoever and in any medium whatsoever, is forbidden.

Any unauthorized use of the Site, of its contents and/or information displayed will be under the liability of the user and constitutes an infringement sanctioned by the articles L 335-2 and followings of the French Intellectual Property Code.

This also applies to databases displayed (if applicable) on the Site which are protected by the provisions of the law of 1<sup>st</sup> July 1998 adapting the intellectual property code to incorporate the European.

Directive of 11<sup>th</sup> March 1996 concerning the legal protection of data.

On this basis, any reproduction or extraction would engage the liability of the user. The brands as well as the logos on the site are registered trademarks. Any full or partial reproduction or representation of these brands or logos, alone or integrated to other elements, without the explicit and prior authorization of the Editor is prohibited and would engage the responsibility of the user pursuant to articles L 713-2 and L713-3 of the French Intellectual Property Code.

The user commits, under penalty of seeing his/her civil and /or criminal liability not to use the Site to:

- transmit by any process whatsoever (e-mail or others), any content including programmes, codes, viruses, etc intended to destroy or limit the functionalities of the Site,
- transmit by any process whatsoever (e-mail or others), in the interactive tools proposed on the Site, any illicit or harmful contents, and notably messages that are abusive, offensive, defamatory, derogatory, degrading or of a pornographic nature or unrelated to the themes presented.
- transmit by any process whatsoever, any contents violating intellectual and industrial property rights and personality rights, etc

The Editor reserves the right, within the framework of his interactive tools, to delete immediately and without prior notice, any content of any sort whatsoever, and notably any message, text, image, graphic, etc. that contravenes the laws and regulations in force and particularly the regulations specified above.

In the event where a user wishes to use one of the contents on the site (text, image etc.), he commits to asking for prior and written authorization to the Editor, by writing or sending an e-mail to the webmaster or to the Director of Publication of the Site.

## 7 - HYPERLINKS

Hyperlinks installed within the framework of the Site contain links to other third-party web sites and notably with partners having obtained prior authorization.

However, the Editor not being able to control these third party sites, he can in no way be held responsible, either for the arrangement or the contents displayed or obtained by the sites thus browsed, nor eventual cookies or transfer of personal data, installation of cookies or any other process in support of the same ends, carried out by these sites. The users and visitors of the Site cannot on any account place a link hypertext on the Site without prior written authorization from the Editor. Any request for this end must be addressed to the Director of Publication of the Site.

## 8 - MANAGEMENT OF IDENTIFICATION AND PASSWORDS

Certain interactive spaces present on the Site may necessitate identification and a password (notably 'my account').

The user is responsible for managing and conserving his identification and passwords. Consequently, the user must do everything possible to protect and conserve his identification and password. The Editor can in no way be held responsible of any fraudulent use of user's identification and password.

## 9 - INTELLECTUAL PROPERTY

The Site is subject to French and International legislation concerning copyright and intellectual property. The reproduction of all or part of the Site electronically or on paper (including download documents) is strictly forbidden unless prior explicit authorization has been given by the Director of Publication of the Site.

## 10 - PHOTO CREDITS

The visuals present on the site are all rights reserved. The photos and illustrations are non contractual.

## 11 - APPLICABLE LAW IN THE EVENT OF DISPUTE

The present conditions are governed by French law. French courts have sole jurisdiction for any dispute directly or indirectly related to the present Site or of its use.

The original version of these conditions was drafted in French.

In the event of inconsistency or discrepancy between the French version and the translated version, the French language version shall prevail.

*Update 01/06/2016*