

## General Terms of Use:

The site CrystalXP, which can be accessed at the address [www.crystalxp.net](http://www.crystalxp.net), is a site edited by the company **neOceane**, 12 rue des Hauts de la Combe, 21000 DIJON (France).

Main partners:

- David PIERON (site creator)
- Guillaume POITTEVIN (in charge of development)
- Aurélien RICHAUD (in charge of security)

The site is hosted by the company OVH.

The download servers are hosted by OVH and Free.

### 1 – The user

The user is defined as any individual having access to the site regardless of his location or his means of connection to the site.

In order to use the Service, the user must have internet access, whose possible charges shall be borne by him.

The user acknowledges having verified that the computer configuration used does not contain any viruses and that it is in perfect working order.

The user undertakes to respect the image and reputation of **CrystalXP.net** and shall not engage in any declarations and/or actions of any kind which are damaging to **neOceane** or **CrystalXP**.

The User acknowledges being fully aware of the present general terms of use and undertakes to respect them. **neOceane** is free to modify these terms at any time.

### 2 - Copyright

The present internet site and the totality of its contents, including texts, images and animation, data base, etc., hereinafter the internet site, is copyright protected.

The editor only authorizes strictly personal use of the data, information or content that the user accesses, limited to temporary recording on his computer for the sake of showing it on a screen as well as reproducing it in one single copy, as a saved copy or printed on paper.

All downloads which are not explicitly permitted, are formally forbidden.

### 3 – Data protection

**neOceane** collects information from you (Login, E-Mail) at the time of registration as a member of CrystalXP.net.

During connection to the site, a “log” file stocks the connections made by your computer (via its IP address) to the server.

When you login as a member of **CrystalXP.net** a cookie is sent to your computer so that it can remember your login and password.

The data collected by **CrystalXP.net** makes it possible for **neOceane** to adopt a personalized management mode for its users, thus offering the users the possibility to target their needs individually. On the basis of the aforementioned completed forms and said information thus obtained, the users give their express consent to the possible creation of a file.

**neOceane** undertakes to do its best in order to implement the technical and organisational measures for protecting the personal data.

The user declares that he is fully aware of the characteristics and constraints of the Internet. He acknowledges in particular that it is impossible to guarantee that the data that the user will have transmitted via the Internet will be 100% secure. **neOceane** can not be held responsible for incidents which may ensue from said transmission. The user thus communicates it at his own risk. We can only provide the undertaking that **neOceane** uses all of the means placed at its disposal to guarantee a maximum of security.

The user disposes of the right to access, modify, rectify and delete data which concerns him (Art. 34 of the Law on Information and Freedom"). The user may exercise this right by writing to **neOceane**: 12 rue des Hauts de la Combe, 21000 DIJON (France)

#### **4 – Advertising and external links**

Our internet site uses the banner servers and the AdSense service for the advertising that you see on the site.

This partner may be led to use the cookies in order to serve our advertising.

But the cookies bear no personal information, or information which could make it possible to identify you personally.

The liability of **neOceane** shall not be engaged with regards to a third party site to which you have access via CrystalXP.net. We have no means of controlling the content of these third party sites which remain completely independent of **neOceane**.

#### **5 – Use of the service**

The user may post commentaries, write messages, open a personal space and participate in the content of the site via his creations by using the services proposed on **CrystalXP.net**.

The user is solely and uniquely responsible for his words and the content that he adds to the site. As such, he protects **neOceane** from all claims and/or actions which anyone may bring against it and this, due to the broadcasting of said words or said content which he added to the site. The user shall meet all expenses and payments which may be due or claimed, relative to said persons, regardless of the cause or the reason.

Data published by the user on **CrystalXP.net** should not be in violation of any law, legislation, copyright, patent or registered trademark.

Data published by the user should not contain any menace, nor be defamatory.

All advertising messages, special offers, sponsoring that remunerates the user of any kind at all is forbidden within the Service.

## **6 - Guarantee**

**neOceane** endeavours to maintain 7 days a week 24 hours a day Service access to the extent that it is possible, but is not held to any obligation to achieve this. **neOceane** may thus interrupt access for any reason, in particular technical reasons. **neOceane** is not in any way liable for these interruptions and the consequences which may ensue thereof for the users or any third parties.

**neOceane** may stop providing said service, block or delete a membership at any time and without warning.

The user accepts that **neOceane** or its suppliers may in no way be held liable for any material and/or immaterial, and/or direct and/or indirect damage of any kind it may be ensuing from the use of or the inability to use the Service.

All material which is downloaded and/or obtained regardless of the means at the time of using the **neOceane** site and more generally the Service, is done at the user's risk, and **neOceane** shall not be in any way liable for damage, or data loss that his computer may suffer.

It is up to the user to take the appropriate measures for the sake of protecting his own data and or software from contamination by possible viruses which circulate on the Internet network.

## **7 – Legal provisions**

The site and its content are subject to French law, and all possible litigation related thereto shall be subject to the competence of the French courts.