

# Terms of Use (CGU)

## Article 1 - Terms and Conditions jurisdiction and definitions

These Terms and Conditions of Use and Sale are governed by the laws of France and will be interpreted in accordance with the French courts. You can get on this page, for your reading comfort and understanding, a full translation in English of the Terms and Conditions of the current website.

The below listed words define :

- « **Site** », « **website** » or « **Service** » : the website <http://www.hikines-tudio.com> and all its pages.
- « **Publisher** » : the legal or natural person responsible for editing and publishing content on the site.
- « **User** » : the person visiting and using the site.

## Article 2 - Terms and Conditions application

The present Terms and Conditions describe the entire agreement between the user and the website. They may be modified at any time by the publisher or one of its representative. **The Terms and Conditions applicable to the user are those in effect on the date of the connection to the site.**

The site is free to access by any Internet user. The acquisition of a product, creation of an account on the site, and in a broader sense navigation on the site implies acceptance by the user of the whole current Terms and Conditions, the user thus acknowledging to have taken full knowledge and accepted the latter.

For instance the collection of this acceptance can be materialized as a checkbox next to the sentence: "*I have read and accepted the terms and conditions of this site*". Ticking this box will be considered to have the same value as a handwritten signature from the user.

The user recognizes the value of evidence from the site automatic recording systems and, unless able to provide evidence to the contrary, will not contest this evidence in the event of a complaint.

The acceptance of these Terms and Conditions implies on the part of the user that he or she does have the legal capacity necessary to do so. If the user is a minor or has not the legal capacity to enter into contracts, he or she declares having the consent of a parent or legal guardian.

## Article 3 - Legal Notices, Privacy Policy and site purpose

The website <http://www.hikines-tudio.com> is published by Hikines-tudio Micro Entreprise.

Legal notices concerning the website host and publisher can be found in the website Legal Notices ; web site policy regarding the gathering and use of its users data can be found in the website Privacy Policy.

The purpose of the site is the following : « Edition de jeux électroniques ».

## **Article 4 - Member account**

The registered user on the website (member) has the ability to access his or her account by logging in, using the e-mail address specified during registration and a password or using third-party social network login buttons. The user is responsible for protecting the password he or she has chosen, and is encouraged to use complex passwords. In case of forgotten password, the member can choose or generate a new one. This password is the guarantee of confidentiality of information contained in the user account, and the user will refrain from transmitting or communicating it to third parties. Otherwise, the site will not be held liable for unauthorized access to a user account.

Creating an account is a prerequisite to any member contribution on this site. To this purpose, the member can be asked to provide a few personal information. The member agrees to provide accurate information.

Data collection purpose is the creation of a member account. The site publisher can not be held responsible if the data contained in the account were to disappear as a result of a technical failure or force majeure event, this information having no probative value, but only an informative one. The account pages are freely printable by the given account holder but cannot be taken as evidence ; they only have informative value and aim to effectively help the member to manage his or her contributions.

Members are free to delete their account on the site. In order to do so, the member can send a e-mail to the website stating that he or she wants to delete the account. No data recovery is possible after account deletion.

The publisher reserves the exclusive right to delete the account of any member who may have breached these Terms and Conditions, including but not limited to knowingly providing false information during the user registration and the creation of an account, or if the member has been inactive on the site for at least a year. Said deletion cannot be considered harmful to the excluded member, who can not claim any compensation for this the account deletion. This deletion does not prevent the publisher to initiate legal actions or a lawsuit against the member, should the facts warrant it.

## **Article 5 - Access to and availability of the website**

Failure to connect to the website is not considered harmful to the users, and will not result in any right to any kind of compensation.

The publisher is bound by an obligation of means; he can not be held liable for damages resulting from the use of the Internet network such as data loss, hacking, viruses, failure in service, or other.

The user expressly agrees to use the site at his or her own risk and under his or her sole responsibility.

The site provides the user with indicative information and flaws, errors, omissions, misstatements and other ambivalences may exist. In any event the publisher will no be liable for :

- any direct or indirect damage, including but not limited to lost profits, revenue shortfall, loss of customers or data that may result from the use of this site or conversely the inability to use it;
- any malfunction, impossibility of access, misuse, improper configuration of the user's computer, or for the use by the user of an unusual browser

## **Article 6 - Hypertext links**

Hypertext links on the current website may refer to other sites and the responsibility of the publisher of the current website can not be engaged if the content of these sites contravenes the laws.

The current website publisher will not be held responsible of any harm caused to the user by his or her visit on those third-party sites.



## Article 7 - Use of cookies

Cookies allow the site to identify its users, customize their browsing experience and speed up the display of the site pages through a data file saved on their computer or device. Cookies are typically used on the site to 1) gather user navigation data to provide analytics and optimize user experience and 2) allow the user to log in to and access password-protected pages, including but not limited to his or her account pages.

The user acknowledges he or she has been informed of the use of cookies on the website, and authorizes the website and its publisher to use it. Hikinest Studio agrees to never disclose the content of these cookies to third parties, except in the course of legal proceedings. The user can refuse the use of cookies or configure his or her browser to be notified prior to their use. To do this, the user can proceed as follows :

- For Internet Explorer : <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>
- For Safari : <https://support.apple.com/en-us/HT201265>
- For Google Chrome : <https://support.google.com/chrome/answer/95647?hl=en>
- For Firefox : <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
- For Opera : <http://help.opera.com/Windows/10.20/en/cookies.html>

## Article 8 - Intellectual property rights relating to information published on this site

Unless otherwise stated, the publisher or its licensors own the intellectual property rights of the website and of material on the website.

**Copying any content, including but not limited to logos, text content, pictures or videos is strictly prohibited and will be considered counterfeiting.**

Any user found guilty of counterfeiting would likely see his or her account deleted without notice or compensation, this deletion not preventing the publisher or its representative to initiate legal actions or a lawsuit against the member, should the facts warrant it.

Trademarks and logos appearing on the site are deposited by the publisher or possibly by one of its partners. As such, any person proceeding to their representations, reproductions, interweavings, distribution and reruns incurs to penalties foreseen in the articles L. 713-2 and following of the French Code of the intellectual property.

## Article 9 - Liability

The publisher cannot be liable for any technical hindrance of the connection to the website, including but not limited to hindrance due to a force majeure event, a maintenance, an update, changes being made on the site, an intervention by the hosting company, an internal or external strike, a network outage, a power failure, or a bad setup or operation of the user computer.

## **Article 10 - Notices and claims**

Any notice concerning the Terms and Conditions, Legal Notices or Privacy Policy must be made in writing and delivered by hand, by registered or certified mail, by post or any other well-known courier service at national level that allows regular review of its prices and conditions, or by e-mail, using the addresses mentioned in the Legal Notices of this website, stating your full name, contact details and subject of the notice.

Any claim or cause of action you may have with respect to your use of this website, its pages, services or the social network pages of the publisher, or which is the subject of these Terms and Conditions must be commenced within one (1) year after the claim or cause of action arises. If it is not, such a claim or cause of action will never be applicable before a court.

It is possible that there are, on the whole website and the services offered, and to a limited extent, inaccuracies or errors, or information that is at odds with the Terms and Conditions, Legal Notices or Privacy Policy. In addition, it is possible that unauthorized modifications happen to be made by third parties on this site or related services (social networks ...).

In such a case the user may contact the publisher of the website using the addresses mentioned in the Legal Notices of this website, to give, if possible, a description of the error and location (URL), as well as sufficient information for the publisher to be able to contact the user back.

## **Article 11 - Terms and Conditions framework**

If any of these terms and conditions should be declared null and void by a court, such nullity shall not extend to any other clauses, which continue to be in effect.

They supersede all previous or contemporary written or oral agreements. The Terms and Conditions are not assignable, transferable or sublicensable by the user himself.

A printed version of the Terms and any notice given in electronic form may be requested in judicial or administrative proceedings in connection with the terms and conditions. The parties agree that all correspondence relating to these Terms of Use, shall be in the French language.

## **Article 12 - Applicable law**

These Terms and Conditions are subject to the application of French law.

Excepting public policy provisions, any dispute that may arise regarding the execution of these Terms and Conditions may be submitted to the discretion of the publisher with a view to a friendly settlement, before any legal proceedings

It is expressly stated that the claims for friendly settlements do not suspend nor set aside the deadlines fixed for instigating legal proceedings.

Unless otherwise provided by public policy provisions, any legal proceedings regarding the execution of this contract shall be subject to the jurisdiction of the Court of Appeal that has been referred to.

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