

TERMS OF USE

These Terms and Conditions of Use ("Terms of Use") govern access and use of the website <http://nao-activities.aldebaran.com> (hereinafter the "Site") first accessible via MyCobiotx website which are exclusively available to the users ("Users") appointed by the Customer who has purchased the Nao Activities services ("Services") under General Terms and Conditions of Services – Nao Activities.

Continued browsing on the Site constitutes unconditional acceptance of the Terms of Use. Aldebaran reserves the right to update and amend the Terms of Use at any time without prior notice. By using the Site after an update on the Terms of Use, the User accepts the terms of the updated version.

The Site and the Services are the property of Aldebaran.

1. USER'S ACCOUNT

The use of the Services requires the creation of a MyCobiotx account through a specific registration process. To create a MyCobiotx account, the User as appointed by the Customer, will first receive an email from MyCobiotx.com to invite the User to click on the button "Link my account". The User will then be directed to the MyCobiotx website to register by providing certain personal details, such as the name, surname, e-mail address and creating a password. The User is responsible for providing accurate information and updating them should they change.

The User will immediately inform Aldebaran of any non-authorized access to its account, and/or password, and/or any security breach or suspicions of breach.

Aldebaran reserves the right to temporarily or permanently suspend access to the Services, without notice or compensation in the event of non-compliance with the Terms of Use or any other reason indicated in Aldebaran General Terms and Conditions of Services – Nao Activities.

2. USE OF THE SERVICES

2.1. Subject to the subscription of the Services by the Customer and the User's compliance with the Terms of Use, Aldebaran grants the User a limited, personal, non-exclusive, revocable, non-assignable and non-transferable right to access and use the Services through the Site.

2.2. The User must not, nor attempt to, violate the security of the Site and Services, including by, without limitation:

- Attempting to probe, scan or test the vulnerability of the Site and/or Services or breach security or authentication measures without proper authorization, such as, but not limited to, hacking or researching passwords;
- Decompiling, reverse engineering, disassembling, attempting to derive the source code of any software or security components of the Services and/or Content;
- Violating, tampering with, or circumventing the security of any computer, system, or network of the Site, Services, Content, and/or any associated tools, software, and other materials, passwords, encryption codes, technological protection measures, or to otherwise engage in any type of illegal activity, or to enable others to do so;
- Attempting to interfere with the Site, the Site's availability or the provision of the Services to any user, host or network, including without limitation via means of submitting a virus to the Services, overloading, "flooding", "spamming", "mailbombing" or "crashing".

2.3. The User shall not use the Site and the Services in any way that would contradict any applicable law or regulation, including without limitation:

- in any way that breaches any applicable French law or any law of public order,
- in any way that is fraudulent or has any fraudulent purpose or effect,
- to engage in any activity with the intent to harm or damage the reputation of Aldebaran, affiliates and/or licensors (including original creator of any works),
- to post, transmit, upload, directly or indirectly, threatening, libelous, defamatory, inflammatory, obscene, pornographic, or discriminatory material or any other material that would infringe any intellectual property rights or any other rights of any third-party,

- to knowingly transmit any data, send or upload any material detrimental to the Site and or Services, including material that contains viruses, Trojan horses, worms, time bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

2.4. As Aldebaran constantly develops new technologies and features to improve its products and Services, Aldebaran hereby reserves the right to modify, change, improve and/or redesign from time to time, the Site and the Services as Aldebaran deems necessary without any liability to the User and the Customer.

3. INTELLECTUAL PROPERTY

The User acknowledges that all designs, graphics, text, user interfaces, pictures, trademarks, logos, sounds, music, artwork, know-how, other content contained on the Services and the arrangement, structure, selection and “look and feel” thereof (collectively, “**Content**”), are the property of Aldebaran, its affiliates and/or its licensors, and are subject to and protected by trademarks, copyrights, patents, and other intellectual property laws and rights.

The Terms of Use do not convey to the User and /or the Customer any property rights to the Services and any associated intellectual property rights but only the limited right to use under these Services.

All rights to Content not expressly granted in these Terms of Use are reserved to Aldebaran, its affiliates and/or its licensors. Except as otherwise permitted, the User shall not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works of or otherwise use any of the Content in any form or by any means, without the prior written authorization of Aldebaran.

It is specified that no access to the source code is granted to the User.

4. ADDITIONAL POLICIES

When using the Services, the User may be subject to any posted guidelines, policies and/or other terms applicable to such Services that may be posted from time to time. For instance, and without limiting the generality of the foregoing, software usage and/or download may require the User to accept and comply with an End User License Agreement and any amendment as the case may be. In case of a conflict between these Terms of Use and the above policies, the latter shall prevail.

5. DISCLAIMER – WARRANTY - LIABILITY

5.1. The Website is provided “as is” by Aldebaran. Due to the open nature of the internet, Aldebaran does not warrant that the Site is error-free or virus-free and does not warrant uninterrupted operation. Indeed, Aldebaran may be forced to temporarily interrupt access to the Site, in particular for technical maintenance reasons, without being held liable in any way.

Aldebaran shall not be liable for loss of data or data corruption which may arise directly or indirectly from the use or the inability to use the Site by the User.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ALDEBARAN DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

Aldebaran and its subsidiaries, successors, and assigns also disclaim all warranties not expressly stated herein, to the fullest extent permitted by law.

5.2. Aldebaran shall not be held liable for any failure, malfunction, difficulty, or interruption in operation preventing access to the Site or any of its functionalities. The User is solely responsible for its connection equipment and must take appropriate measures to protect its equipment and data, including from internet-based viral attacks. Naturally, the User remains solely responsible for internet browsing. Aldebaran shall not be liable for any damage caused to the User, the User’s equipment, or third parties due to the User’s connection to the Site. The User waives any action or claim against Aldebaran in this regard. The photos and videos of products accompanying their descriptions are for illustrative purposes only and are not contractually binding on Aldebaran.

6. COOKIES AND PERSONAL DATA PROTECTION

The Site uses cookies in accordance with Aldebaran's cookie policy, which is available in the footer of the Website. Personal data processed via the Website and/or its Services are processed in accordance with Aldebaran's privacy policy available at <https://aldebaran.com/fr/legal-informations/privacy-policy/>

7. PROHIBITION OF WEBSCRAPING

Aldebaran opposes the copying of information on its Site for reuse by third parties. Scraping databases is prohibited, and Aldebaran reserves the right to take any action necessary to ensure the protection of its intellectual property.

8. USER SUBMISSIONS

To avoid potential disputes, Aldebaran does not accept or consider unsolicited ideas. Aldebaran encourages Users not to share such ideas. If, despite this provision, a User shares ideas, Aldebaran does not guarantee their confidential processing. Such unsolicited submissions shall not entitle the User to any remuneration or compensation of any kind.

9. APPLICABLE LAW

The Terms of Use are governed by French law. Any dispute that may arise in connection with the interpretation, performance, validity or termination of the Terms of Use, which has not been amicably resolved by the Parties within one month of its occurrence, shall be finally settled by the competent Courts of Paris (France).