

Terms and Conditions of Use of the ICARE Technologies Websites

1. Relationship between You and ICARE Technologies

By downloading, logging in and/or using the Websites, you expressly affirm your agreement with these Terms and Conditions of Use of the ICARE Technologies Websites (the "**Terms and Conditions of Use of the Websites**").

The Websites are distributed by ICARE Technologies (hereinafter "**ICARE Technologies**" or "**We/Us**").

These Terms and Conditions of Use of the Websites are a subset of the General Terms and Conditions of Use for ICARE Technologies Products and Services ("**General Terms and Conditions of Use of ICARE Technologies Services**"). These Terms and Conditions of Use of the Websites prevail as to their subject over any other General Terms and Conditions of Use of ICARE Technologies Services document.

The Terms and Conditions of Use of ICARE Technologies Websites comprise:

- ICARE Technologies Website cookies
- Legal notice

A Website (hereinafter referred to as "**Website**") is a Website developed by or for ICARE Technologies, consisting of a graphic interface (and other Website Components as defined below), accessible in particular from your Smartphone, and from which you interact with the various functionalities made available to you by the Website allowing you in particular to purchase, identify yourself, register, store, access and use your data, in particular personal data. The ICARE Technologies Websites include the following:

- icaretechnologies.com;
- aeklys.com;
- aeklyxp.com;

As a user, you acknowledge and warrant:

- That you have obtained and read a copy of these Terms and Conditions of Use of the Websites; and,
- That you are in possession of these Terms and Conditions of Use of the Websites in a durable medium, such as a physical printout; and,
- That you are over the age of majority or allowed under the laws of your country of residence to agree to these Terms and Conditions of Use of the Websites; and,
- That you have the right to access and use the Websites.

Any objection or dispute on your part regarding these Terms and Conditions of Use of the Websites shall be interpreted as a refusal to consent to these Terms and Conditions of Use of the Websites.

IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS OF USE OF THE WEBSITES, YOU ARE NOT AUTHORISED TO USE THE WEBSITE AND MUST IMMEDIATELY QUIT THE WEBSITE.

2. Information and legal notice

We recommend that you frequently consult the Legal Notice and save each version in a durable medium.

3. Modifications to the Terms and Conditions of Use of the Websites

The parties understand and acknowledge that ICARE Technologies has the right at any time to modify all or part of these Terms and Conditions of Use of the Websites, to incorporate modifications required by law, or any other applicable regulation, or any event deemed by ICARE Technologies to require such modifications. Any new version of the Terms and Conditions of Use of the Websites shall not apply retroactively but shall replace and supersede the previous Terms and Conditions of Use of the Websites.

We recommend that you frequently consult the General Terms and Conditions of Use of ICARE Technologies Services and save each version in a durable medium.

4. Prerequisites for using, downloading and updating the Applications

You must download the Website to your personal device before using it. This device can be your personal Smartphone or the web Browser on your computer (hereinafter collectively referred to as the "**Device**"). Website downloads and data exchange between the Website and ICARE Technologies servers require an Internet connection, which you must supply. The quality of your Internet connection and the speed and performance of the processor in your Device are essential factors in ensuring optimal use of the Website. More details of the prerequisites are available on our site. For more information please contact our customer service department.

Your Device may not be compatible with the Website even if you are able to download it to your Device. Before use, you need to check that your Device and the Application and/or ICARE Technologies Products are compatible.

The Website shall be updated in accordance with the update policy published by the manufacturer of your Device. We inform you that Website updates may include substantial modifications to:

- The Website, and/or,
- Functionalities available on the Website. We cannot guarantee the continuity and availability of all functionalities available through the Website. Moreover, the functionalities and availability of the Website may also depend on the location where you are downloading, the type of Device or the type of connection to the Website.

5. Your use of the Websites

You must download and use each Website in accordance with these Terms and Conditions of Use of the Websites.

Data originating from and presented to you through a Website may be inaccurate due to inappropriate use of the Website or your Device.

When using a Website, you must not:

- Use the Website in a manner contrary to laws and regulations, or to the rights of third parties, in particular intellectual property rights, or rights to privacy etc.; or,
- Act in a manner that may in any way harm ICARE Technologies, its affiliates, its partners or any user of our Applications, Website, API, Products and Services; or,
- Fraudulently introduce any data into an Application, Website, or API, or through the Applications; or,
- Fraudulently introduce any data into a Website or data centre of ICARE Technologies; or,

- Interfere with, hinder, distort the proper functioning or partially or totally prevent use in any way whatsoever in order to infringe the rights of third parties or ICARE Technologies; or,
- Undertake any action and/or any use of a method enabling the extraction of data, in particular any act of data scraping, data harvesting or web crawling from the Website or from the databases enabling any direct or indirect migration and/or duplication of a significant part of the data and services accessible from the Website; or,
- Probe, scan and technically analyse the Websites; or,
- Test the vulnerability, performance and functionality of the Application for any reason other than those necessary to use the Application; or,
- Breach a security measure implemented by ICARE Technologies in the Application; or,
- Use any unlawful means to infringe any authentication method implemented by ICARE Technologies to allow a user to log in to the Application and/or the purchase and payment system; or,
- Access and remain in a section of the Application to which you do not specifically have access through your usual use of the Application.

6. Content

All texts, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, illustrations and computer code (collectively referred to as the "Content"), including design, structure, selection, coordination, expression, look and feel, presentation and arrangement of such Content, appearing on the Site are owned, controlled or licensed by or to ICARE Technologies, and are protected by trade dress, copyright, patents and trademarks, and various other applicable laws relating to intellectual property and unfair competition.

Except where expressly stated in these Terms and Conditions of Use of the Websites, no section of the Website or any Content may be copied, reproduced, republished, downloaded, published, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website, publication or broadcast medium, or for any commercial enterprise whatsoever, without the prior written consent of ICARE Technologies.

You may use information on ICARE Technologies products and services (such as data sheets, knowledge base articles and similar information) purposely made available by ICARE Technologies for downloading, provided that:

- You do not remove the copyright notices on copies of those documents,
- You use that information for your own personal, non-commercial use and you do not copy or publish that information on a networked computer or broadcast it in any media whatsoever,
- You do not make any modifications to that information and
- You make no representations or warranties with respect to the content of those documents.

7. Use of the Site

You may not use any device, program, algorithm or other automatic process such as a "deep link", "page scraper", "robot", "spider", or any similar or equivalent manual process to access, acquire, copy or monitor any part of the Site or the Content, nor may you reproduce or circumvent the navigational structure or presentation of the Site or the Content in order to obtain or attempt to obtain any data, documents or information through any means not intentionally made available to you through the Site. ICARE Technologies reserves the right to forbid such activities.

You must not attempt to gain unlawful access to any section or feature of the Site, or to any other system or network connected to the Site or to an ICARE Technologies server, or to the services offered on or through the Site, by hacking, password "sniffing" or any other unlawful means.

You must not attempt to probe, analyse or test the vulnerability of the Site or any network connected to the site, or infringe the security and authentication measures put in place on the Site or on the networks connected to the Site. You are not authorised to reverse look-up, trace or attempt to trace information on other users of or visitors to the Site, or other customers of ICARE Technologies, in particular any ICARE Technologies account of which you are not the holder or source, or to exploit the Site or the services or information made available or offered on or via the Site, in any way whatsoever, for the purpose of revealing such information, in particular personal identification information or information other than your own information, as it appears on the Site.

You undertake not to take any action that would impose an excessive or unreasonable load on the infrastructure of the Site or that of the systems or networks of ICARE Technologies, or that of any system or network connected to the Site or to ICARE Technologies.

You agree not to use any device, software or subroutine to interfere or attempt to interfere with the proper functioning of the Site, with any transaction being conducted on the Site or with any other person's use of the Site.

You must not attempt to forge headers or manipulate usernames in any way to disguise the origin of any message or transmission sent to ICARE Technologies on or via the Site, or of any service offered on or via the Site. You must not claim to be or represent another person, or pose as another natural or legal entity.

You may not use the Site or its Content for any purpose that is unlawful or prohibited by these Terms and Conditions of Use of the Websites, or to encourage any illegal activity or other activity that infringes the rights of ICARE Technologies or third parties.

8. Purchases and Third-party Functionalities

Additional Terms and Conditions of Use may apply to purchases of goods or services, as well as to specific sections or functionalities of the Site, including competitions, promotions and other similar offers, the said terms and conditions being incorporated into these Terms and Conditions of Use of the Websites for reference. You agree to comply with these additional terms and conditions, in particular by confirming, where applicable, that you are of legal age to use or participate in the service or offer in question. In the event of any contradiction between these Terms and Conditions of Use of the Websites and the terms and conditions published for, or applicable to, a specific section of the Site or for a service offered on or via the Site, the latter terms and conditions shall prevail and govern the use of that section of the Site or that specific service.

Where applicable, the obligations of ICARE Technologies with regard to its products and services are governed solely by the agreements under the terms of which they have been defined, and no information appearing on this Site may be construed in such a way as to modify those agreements.

ICARE Technologies may make changes to the products and services offered on the Site or to the prices applicable to such products and services at any time and without notice. The information published on the Site concerning products and services may be out of date, and ICARE Technologies makes no commitment to update the information published on the Site concerning those products and services.

The following general terms and conditions also concern and govern the use of the Site, and are incorporated here for reference:

- Information on trademarks
- Information on copyright
- Rights and authorisations
- Actions in breach of copyright
- Fight against piracy
- Reporting an act of piracy

- Policy of ICARE Technologies on the submission of unsolicited ideas
- Information on software licences
- Legal contacts

The stated rules and policies may be modified from time to time and shall be effective immediately upon posting of such modifications on the Site.

9. Accounts, passwords and security

Some services and functionalities offered on or via the Site may require the opening of an account (including configuration of an ICARE Technologies username and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for all transactions made in your account. You undertake to alert ICARE Technologies immediately in the event of unauthorised use of your account or password, or any security breach. However, you may be held liable for any damage suffered by ICARE Technologies or by any other user of or visitor to the Site due to the use of your ICARE Technologies username, password or account by another person.

You are not authorised to use the ICARE Technologies username, password or account of another person, at any time, without the explicit authorisation and agreement of the holder of that ICARE Technologies username, password or account. ICARE Technologies cannot be held liable for any damage resulting from your failure to comply with these obligations.

10. Privacy

ICARE Technologies' Privacy Policy applies to the use of this Site, and its terms and conditions are incorporated into these Terms and Conditions of Use of the Websites for reference. To view ICARE Technologies' Privacy Policy, [click here](#). In addition, by using this Site, you acknowledge and accept the fact that Internet transmissions are never completely confidential or secure. You understand the fact any message or information that you transmit to the Site may be read or intercepted by others, even if a special notice states that a particular transmission (credit card information, for example) is encrypted.

11. Links to other sites and the ICARE Technologies site

This Site may contain links to other independent third-party websites (the "Linked Sites"). These Sites are shown for our visitors' convenience only. These Linked Sites are not under the control of ICARE Technologies, and ICARE Technologies is not responsible for and does not endorse the content of these Linked Sites, including the information published on them. You must make your own judgment regarding your interactions with these Linked Sites.

12. Guarantee exclusions

ICARE TECHNOLOGIES DOES NOT GUARANTEE THAT THE SITE OR ITS CONTENT OR THE SERVICES AND FUNCTIONALITIES OFFERED ON THE SITE WILL BE ERROR-FREE OR ACCESSIBLE WITHOUT INTERRUPTION, THAT ANY ERRORS WILL BE CORRECTED, OR THAT USE OF THE SITE WILL PRODUCE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "SUBJECT TO AVAILABILITY" BASIS. ALL INFORMATION PROVIDED ON THE SITE MAY BE MODIFIED WITHOUT NOTICE. ICARE TECHNOLOGIES CANNOT GUARANTEE THAT THE FILES AND DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES, CONTAMINATION OR MALICIOUS FUNCTIONALITY. ICARE TECHNOLOGIES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ICARE TECHNOLOGIES ALSO DISCLAIMS ALL LIABILITY FOR THE ACTS, OMISSIONS OR CONDUCT OF THIRD PARTIES IN CONNECTION WITH OR ASSOCIATED WITH YOUR USE OF THE SITE AND/OR ICARE TECHNOLOGIES SERVICES. YOU ACCEPT FULL LIABILITY FOR YOUR USE OF THE SITE AND RELATED SITES. YOUR ONLY REMEDY AGAINST ICARE TECHNOLOGIES IN THE EVENT OF DISSATISFACTION WITH THE SITE OR ANY OF ITS CONTENT IS TO STOP

USING THE SITE OR CONTENT IN QUESTION. THIS LIMITATION OF REMEDIAL MEASURES IS PART OF THE TRANSACTION BETWEEN THE PARTIES.

The above warranty exclusions concern all damage, loss or harm due to any failure of performance, error, omission, interruption, deletion, defect, delay in performance or transmission, computer virus, communication line failure, theft, destruction, unlawful access or use, whether for breach of contract, malpractice, negligence or any other cause of action.

ICARE Technologies reserves the right to take one of the following actions at any time and without notice: (1) modify, suspend or block the operation of or access to all or part of the Site, for any reason whatsoever; (2) modify all or part of the Site and any applicable rules or conditions; (3) interrupt the operation of all or part of the Site, for the purposes of periodic or non-periodic maintenance, correction of errors or modifications.

13. Limitation of liability

Insofar as the law allows, ICARE Technologies shall in no circumstances be liable for any indirect, exemplary, incidental or punitive damages, including any loss of profit, even if ICARE Technologies has been warned of the possibility of such damages.

14. Compensation

You agree to compensate and hold harmless ICARE Technologies, its officers, directors, shareholders, predecessors, successors, employees, agents, subsidiaries and affiliates in respect to any demands, losses, financial liabilities, claims or expenses (including legal fees) resulting from actions brought by third parties against ICARE Technologies due to or in connection with your use of the Site.

15. Infringement of these Terms and Conditions of Use of the Websites

ICARE Technologies may disclose information we hold about you (including your identity) if we determine that such disclosure is necessary in connection with an investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing harm to, or interfering with, the rights or property of ICARE Technologies, or the rights or property of visitors to or users of the Site, including customers of ICARE Technologies. ICARE Technologies reserves the right, at any time, to disclose any information deemed necessary to comply with any law, regulation, legal process or government request. ICARE Technologies may also disclose your information if we determine that applicable law requires or permits such disclosure, including exchanging information with other companies and organisations for fraud protection purposes.

You acknowledge and agree that ICARE Technologies may retain information transmitted or communicated by you to ICARE Technologies through the Site or the services offered on or via the Site, and may disclose such information to the extent required by law or if ICARE Technologies determines that such retention or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these terms and conditions, (3) respond to claims that such data violates the rights of others, or (4) to protect the rights, property and safety of ICARE Technologies, its employees, users of and visitors to the site, and the public.

You agree that ICARE Technologies may, at its sole discretion and without notice, terminate your right to access the Site and/or prevent you from accessing the Site in the future if it is determined that you have not complied with these Terms and Conditions of Use or other agreements or directives that may be associated with the use of the Site. You also agree that any breach of these Terms and Conditions of Use of the Websites shall constitute an illegal and unfair business practice and will cause irreparable harm to ICARE Technologies for which monetary damages would be inadequate, and that ICARE Technologies may obtain such injunctive or equitable relief as ICARE Technologies deems necessary or appropriate in the circumstances. These remedial measures are in addition to the other remedies available to ICARE Technologies.

You agree that ICARE Technologies may, at its sole discretion and without notice, terminate your right to access the Site for any reason, including (1) at the request of a law enforcement agency or other government agency, (2) at your request (account deletion upon request), (3) in the event of any interruption or material change to the Site or any service offered on or through the Site, or (4) in the event of unexpected technical problems.

If ICARE Technologies takes legal action against you as a result of a breach by you of these Terms and Conditions of Use, ICARE Technologies shall be entitled to be reimbursed by you, and you agree to pay any legal fees and costs thus incurred, in addition to any other reparations granted to ICARE Technologies. You agree that ICARE Technologies shall not be liable to you or to any third party for your termination of the right of access to the Site as a result of a breach of these Terms and Conditions of Use.

16. Applicable law; dispute resolution

You agree that all matters relating to your access to or use of the Site, including any disputes, shall be governed by the laws of France, independently of its conflict of law provisions. You acknowledge the jurisdiction of the French courts, and waive any objection to such jurisdiction. Any claim under these Terms and Conditions of Use of the Websites must be brought within one (1) year after the cause of action arose, after which time it shall be time-barred. No damages or interests other than disbursements may be recovered or collected, it being understood that the winning party may be reimbursed for costs and legal fees incurred. In the event of any controversy or dispute between you and ICARE Technologies arising out of, or in connection with your use of the Site, the parties shall attempt to resolve such dispute promptly and in good faith. In the event that the parties are unable to resolve the dispute within a reasonable period of time (which may not exceed thirty (30) days), either party may submit the said dispute to mediation. In the event that the parties are unable to resolve the dispute through mediation, the parties shall then be free to exercise the rights or remedies available to them under the applicable laws.

17. Nullity in case of prohibition

ICARE Technologies administers and operates the Site [www.ICARE Technologies.com](http://www.ICARETechnologies.com) from its offices in Ajaccio in Corsica, France; the other ICARE Technologies sites may be administered and operated from various locations outside of France. Although the Site is accessible all over the world, the functionalities, products and services mentioned, listed, supplied or offered on or via the Site are not all accessible to all persons or in all geographical areas, or appropriate or available for use outside of France. ICARE Technologies reserves the right to limit, at its sole discretion, the supply and quantity of any functionality, product or service made available to any person or geographical area. Any offer of a functionality, product or service made on the Site is null and void in countries where it is prohibited. If you choose to access the Site from a location outside of France, you do so at your own initiative and it is your sole responsibility to comply with applicable local laws.

18. Miscellaneous

You are not authorised to use, export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, that infringes any applicable laws or regulations, including the export control laws and regulations of France.

If any provision of these Terms and Conditions of Use of the Websites is held to be invalid or unenforceable by a court of law or other court of competent jurisdiction, such provision shall be limited or eliminated to the minimum extent necessary and replaced by valid provisions that better express the intent of these Terms and Conditions of Use of the Websites so that they remain in full force and effect. These Terms and Conditions of Use of the Websites constitute the entire agreement between you and ICARE Technologies with respect to the use of the Site, and any other written or oral agreements previously existing between you and ICARE Technologies with respect to such use are hereby cancelled and replaced. ICARE Technologies shall not accept any counter-proposal relating to these Terms and Conditions of Use of the Websites, and all such proposals are categorically rejected hereunder. Any failure by ICARE Technologies to insist upon or enforce strict compliance with these

Terms and Conditions of Use of the Websites shall not be construed as a waiver by ICARE Technologies of any provision or right that ICARE Technologies may have to enforce these Terms and Conditions of Use of the Websites. Similarly, the course of relations between ICARE Technologies and you or a third party shall not be construed as modifying the provisions of these Terms and Conditions of Use of the Websites. These Terms and Conditions of Use of the Websites shall not be construed as conferring rights or remedies upon a third party.

ICARE Technologies' sites provide access to ICARE Technologies' international data and may therefore contain references or cross-references to ICARE Technologies products, programs and services that have not been announced in your country. Such references do not imply that ICARE Technologies intends to announce the release of such products, programs and services.

19. Comments and information

All comments that you send to us on the Site shall be deemed non-confidential. ICARE Technologies shall be free to use such information without any restrictions.

Reference: [websites-conditions/20201001](#)

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