

## **General Terms and Conditions of use for the MORIA website**

The purpose of these General Terms and Conditions of use (hereinafter referred to as "GTC") is to make known the rules of use for the website [www.moria-surgical.com](http://www.moria-surgical.com) (hereinafter referred to as the "Site") published by MORIA SA (hereinafter referred to as "MORIA").

By visiting the Site on your device and/or by accessing as a visitor and/or user, you accept without condition or reservation all of the following GTC stated below. If you decline to accept these GTC, we ask you to please not access the Site.

All visits and/or use of the Site will be made in accordance with these GTC.

### **ARTICLE 1 - Description of Site - Conditions of Access**

The Site provides product information and a description of the company's activities and projects. This information is provided as a service to visitors, health care professionals and the general public. Access is reserved for health care professionals.

The Site is available for use free of charge. It requires a recent internet browser, an internet connection and computer equipment with reasonable performance.

### **ARTICLE 2 - Liability**

MORIA has taken the utmost care with the collection, entry, accuracy and timeliness of the information included on the Site. However, the information may contain errors, inaccuracies, omissions or outdated information. Consequently, MORIA shall be held harmless for any damages, regardless of its causes, origins, nature or consequences.

The User agrees that access and use the Site is at his own risk. The User agrees to take all necessary measures to protect his own data and/or software stored on his computer and telephone equipment against any damage or loss.

MORIA shall be held harmless for any misuse of the device and/or any incident related to the use of the device when using the Site. MORIA shall be held harmless for any damage whatsoever to Users, their devices, their computer and telephone equipment and the data stored therein, or for any consequences affecting on their personal, professional or business activities.

MORIA reserves the right to delete, modify or supplement the information provided on the Site and to terminate all or part of the Site temporarily or permanently, at any time and for any reason, with no prior notice being required.

### **ARTICLE 3 - Intellectual Property Rights**

The Site is the property of MORIA or are the subject of authorization for use by MORIA. Their content is protected by the laws in effect regarding intellectual property.

The trademarks, brands, service marks, logos, trade names and domain names displayed on the Site is owned by MORIA, protected in France and worldwide, unless stated otherwise.

No part of the Site may be copied, duplicated, distributed, downloaded, modified, adapted or commercialized, wholly or partially, on any medium.

MORIA reserves the right to take legal action for infringement of its intellectual property rights.

MORIA shall be held harmless for any changes made to the text, graphics, sound or video streams presented on the screen, that may arise due to incompatibility between the material used and the technical components of the site.

#### **ARTICLE 4 - Personal data protection and confidentiality**

Any personal data that may be collected in connection with the use of the Site will be processed and stored in accordance with the amended Data Protection Act of January 6, 1978 and the EU General Data Protection Regulation of April 27, 2016.

Users have the right to directly view, correct and challenge their personal data. To do so, please contact us at the following address: MORIA – 15 rue Georges Besse – 92160 ANTONY – Service Juridique – [rgpd@moria-int.com](mailto:rgpd@moria-int.com).

If you have any concerns, please refer to the [Personal Data Protection and Confidentiality policy](#).

#### **ARTICLE 5 - HYPERTEXT LINKS**

Pages on the [Site](#) may link to other sites or make reference to other sites. MORIA does not guarantee the content of third-party sites and shall be held harmless for any damages whatsoever resulting from the use of the content of these sites. Links to other sites are provided only for the convenience of users of the Site.

#### **ARTICLE 6 - Use of Cookies**

MORIA uses cookies that allow for visitor analysis and audience measurement to improve the quality of its services.

For more information about cookies, please refer to the [Personal Data Protection and Confidentiality policy](#)

#### **ARTICLE 7 - GTC updates and modifications.**

The applicable GTC are those in effect on the date of the User's login and use of the Site.

MORIA reserves the right to modify, at any time, in whole or in part, the provisions of the GTC with no prior notice to Users being required in order to adapt them to changes in the Services, or technical, legal or jurisprudential changes and when rolling out new services.

Any modifications MORIA makes to the GTC will be brought to the attention of Users by the fact of posting them online. Users who proceed to use the Site after such postings are made are deemed to have wholly accepted the changes. For this reason, MORIA asks Users to please routinely review the GTC.

Any new Service incorporating new techniques or new characteristics that improve the quality of existing Services will also be subject to these GTC, unless expressly stated otherwise.

#### **ARTICLE 8 - Jurisdiction.**

These GTC are subject to French law.

#### **ARTICLE 9 - Legal notice**

The Site are published by: MORIA SA - 15 rue Georges Besse, 92160 Antony, SA with a capital of 1,736,700.50 € - NANTERRE TRADE AND COMPANIES REGISTER No. B 602 035 750 -Intra-Community VAT No: FR48602035750 - Publisher: Mr. Bruno Chermette.

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