

# GENERAL CONDITIONS OF USE

Marimer <https://www.marimer.com/>

## Welcome to the Marimer website! (“The Site”)

If you wish to use our Website and visit our various pages presenting our products dedicated to Family healthcare, you first need to read and accept the General Conditions of Use below (hereafter “GCU”).

The use of the Website is regulated via these GCU, completed by the “Personal Data and Cookies” Policy. You can consult the most recent version of these GCU at all times at the following address:  
[https://www.marimer.com/files/PDF\\_CGU\\_EN.pdf](https://www.marimer.com/files/PDF_CGU_EN.pdf)

Date of latest update to GCU: **2018-01-29** (ISO 8601 Format).

- **LEGAL NOTICES**

### Site editor:

The Site <https://www.marimer.com/> which you are currently connected to has been produced and edited by:

#### **Laboratoires Gilbert**

TCR CAEN n°306 062 944 with a corporate capital of **5,048,000 euros**

with principal headquarters located at **Avenue du Général de Gaulle, 14200 Hérouville Saint-Clair, France**

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### Site creator:

#### **MH COMMUNICATION (IMAGILE)**

TCR CAEN n°500 927 843 with a corporate capital of **8,000 euros**

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### Site host:

**Always Data**  
TCR Paris n°492 893 490 with a corporate capital of 5 000 euros  
with principal headquarters located at 62 rue Tiquetonne, 75002 Paris France

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- **WEBSITE PRESENTATION**

This Site is accessible by the internet network via the URL <https://www.marimer.com/>. It aims to introduce you to our product ranges and content dedicated to our brand, **Marimer**. You can find general information about all of our products. This Website does not offer online sales of our products and does not provide any interactive functions.

We endeavour to provide you with clear, accurate and updated information concerning the characteristics of our products. In order to continue to improve our ways of achieving this objective, you can inform us of any incorrect or inaccurate information which you may find by sending us an e-mail to the following address: [web@labogilbert.fr](mailto:web@labogilbert.fr)

- **SITE CONTENT**

- *Website*

The Site and all software used in relation with it may contain confidential information as well as data which is copyright-protected. Therefore, unless otherwise specified, the copyrights on the web pages and on all data of any nature featured on the Site and each element comprising the Site (images, illustrations, sounds, texts, graphic elements, etc.) including software, databases and newsletters are the exclusive property of **Laboratoires Gilbert** and/or any company of the group to which **Laboratoires Gilbert** belong (hereafter referred to as the "Content"), the latter ceding no licence, nor any right other than that to consult the Site.

The reproduction of all or any part of the Content is solely authorised for the exclusive purposes of information for personal and private use, any reproduction and any use of copies for other purposes in any manner and in any form, being specifically prohibited. It is also prohibited to copy, modify, create a derivative work, assemble, decompile (except in cases envisaged by law), sell, attribute, sub-license or transfer in any manner all rights related to the Content. The modification all or part of the Content and specifically the software is also prohibited, as is the use of modified versions of the software, notably with the intention to access the Site by means other than the interface which is provided for this purpose to internet users.

The use of all or part of the Content without the written authorisation of **Laboratoires Gilbert** across any support for the purpose of product or service enhancements, notably for commercial purposes, is prohibited under penalty of penal or civil charges.

- *Brands*

All brands or logos appearing on the Site are the property of either **Laboratoires Gilbert**, or of a company of the group to which **Laboratoires Gilbert** belong, or their service providers, partners or suppliers. All use in any manner of these brands and/or logos and/or any other Content is subject to the specific authorisation of **Laboratoires Gilbert** or the rights holder of the concerned copyright.

Site users are prohibited from any usage of the **Marimer** brand and more generally from infringing the copyrights of **Laboratoires Gilbert** and/or any company of the group to which **Laboratoires Gilbert** belong.

**Laboratoires Gilbert** reserve the right to request the deletion of any link directed towards the Site which has not been, or will no longer be, authorised and which may jeopardise them and/or any company of the group to which **Laboratoires Gilbert** belong.

- **RESPONSIBILITY**

#### ***4.1 Site Access and Function***

All users of the Site shall make it their personal business to implement the necessary IT and communication means allowing access to the Site and the knowledge necessary for the use and access of the Site. The user remains liable for the connection and equipment charges associated with Internet access and with the use of the Site, according to the modalities set out by their access providers and/or their electronic communications operators.

The user is aware of the risks of fraud and contamination by potential viruses which circulate on the Internet. **Laboratoires Gilbert** may not be held accountable for such malfunctions nor for the event of an interruption to Internet communications.

It is reminded that the act of accessing or persisting fraudulently in an IT system, of impeding or falsifying the functioning of such a system, of introducing or fraudulently modifying data in an IT system constitutes offences punishable by penal sentences.

#### ***4.2. Responsibility Limitation***

**Laboratoires Gilbert** endeavour to ensure the accuracy and updating of information distributed on this Site, and reserve the right to modify, at any moment and without prior warning, the content or presentation of this Site. However, they cannot guarantee the exhaustiveness or the absence of modification by a third party (intrusion, virus, etc.).

For this reason, the responsibility of **Laboratoires Gilbert** shall be in no way able to be held liable for any indirect damage, whatever it may be.

**Laboratoires Gilbert** cannot be held liable for any decision made based on information found on this Site, nor for the use which may be made by third parties and is also excused from all responsibility resulting from the transmission of confidential information transmitted on the Internet network.

**Laboratoires Gilbert** may not be held responsible for elements which are not within their control and the damages which may potentially be caused to the technical environment of users, namely their computers, software, network equipment (telephone, modem, etc.) and any material used to access or use the service and/or information.

Any person wishing to acquire one of the products or services presented on the Site should contact **Laboratoires Gilbert** in order to be informed of the availability of the service or product in question along with the contractual conditions and prices which are applicable.

The Site may also contain hyperlinks directed towards other websites. **Laboratoires Gilbert** control neither the accuracy of the information found on these websites nor their content. Consequently, **Laboratoires Gilbert** cannot in any event be held liable for damages resulting from the use of, access to or incapacity to use the information or content of other websites.

**Laboratoires Gilbert** are not obliged to exercise control over the quality, legality, truthfulness or accuracy of information published on the pages towards which these hyperlinks are directed.

- **PERSONAL DATA**

**Laboratoires Gilbert** collect and process data of a personal nature from Site users who choose to complete the contact form to obtain additional information on the company's products and services. The provisions concerning the processing of this data are described in the "Privacy & Cookie" Policy of the Site that we invite you to carefully read.

The data of a personal nature which **Laboratoires Gilbert** collect is processed, recorded and stored in compliance with the legal provisions in force in France.

Compliant with the applicable legislation, users benefit from the right to access, rectification and deletion or opposition concerning their personal data. These rights may be exercised in compliance with the provisions covered in our Privacy & Cookie" Policy.

- **MODIFICATION OF GCU**

**Laboratoires Gilbert** reserve the possibility to modify the GCU partially or entirely in order to adapt them to the evolution of their operations and/or to the evolution of registration. **Laboratoires Gilbert** therefore commit to inviting users to consult the changes made.

- **APPLICABLE LAW AND COMPETENCE**

The GCU are subject to French law. In the event of a dispute, the parties commit to seek an amicable solution. Failing such a solution, the French courts are competent to sentence any litigation likely to occur between the parties concerning the execution of these conditions.

For all additional information, you can contact us at the following address: [web@labogilbert.fr](mailto:web@labogilbert.fr)