



# TERMS OF USE

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Welcome to this WEBSITE dedicated to KAPPA Engineering (hereinafter referred to as "KAPPA"), accessible to the following URL address: [www.kappaeng.com](http://www.kappaeng.com).

You are invited to read carefully the present Terms of Use of KAPPA Engineering (hereinafter referred to as "TERMS OF USE") governing navigation on [kappaeng.com](http://kappaeng.com).

By using [kappaeng.com](http://kappaeng.com), all people who access to the WEBSITE (hereinafter referred to as "USERS") whatever the purpose of its visit, acknowledge they have read, understood, and **accepted without limitation or reservation** the present TERMS OF USE and all applicable laws and regulations. If you do not agree to all of these TERMS OF USE do not use this WEBSITE.

KAPPA may at any time, without notice, update, modify and/or revise the TERMS OF USE and without warning. KAPPA encourages USERS to check and re-read the last version of the TERMS OF USE. Any new or updated feature, content of application that will be made available through the WEBSITE will be subject to these TERMS OF USE. KAPPA reserves the right to suspend USERS access to the WEBSITE.

## 1. IDENTITY

### ➤ **Technical design, development and publication of the WEBSITE:**

KAPPA Engineering website (hereinafter referred to as "WEBSITE") has been developed and published by KAPPA Engineering, a Limited Company with capital of 10.000.000 euros, whose head office is located at: Natura 5, 1200 Avenue du Docteur Maurice Donat, 06250 Mougins, France.

KAPPA Engineering is registered at the RCS of Paris under the following number #342 067 857 and is represented by Olivier Houzé, Chairman and Managing Director.

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**VAT No.:** FR37342067857

**Code APE:** 7112 B

**Publication Director:** Olivier Houzé

### ➤ **Hosting of the WEBSITE:**

The WEBSITE is hosted by FREE PRO, a Simplified joint stock company with a single shareholder whose head office is located at 3 rue Paul Brutus, 13015 Marseille, France.

FREE PRO is registered at the RCS of Marseille under the following number #439 099 656.

**Email Address:** [adv@freepro.com](mailto:adv@freepro.com)

**Telephone Number:** +33 4 88 00 65 10

## 2. Activities

KAPPA creates and develops petroleum software. KAPPA posts this WEBSITE in order to present and provide to its customers and consultants KAPPA products and services.

KAPPA may post all information which could have an interest with its activities.

All this information must be construed as general information and KAPPA cannot and does not warrant the accuracy, correctness or completeness of such information. All information may differ at any time. USERS assume all risks regarding the interpretation or the use of information stated in the WEBSITE.



### **3. Prohibited Activities**

USERS are prohibited from violating, or attempting to violate, the security of this WEBSITE. Any such violations may result in criminal and/or civil penalties against USERS. We will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Violations of the security of the WEBSITE include without limitation:

- logging into or attempting to log into a server or account that you are not authorized to access;
- accessing data or taking any action to obtain data, information or services not intended for you or your use;
- attempting to probe, scan or test the vulnerability of any system or network;
- tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures;
- transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines or engines or engage in conduct that could damage, disrupt or otherwise impair or interfere with a computer's functionality or the operation of the WEBSITE.

### **4. Access to the Restricted KAPPA Area**

To access to the Restricted KAPPA Area, USERS need to create a personnel account to the WEBSITE (hereinafter referred to as "MY KAPPA ACCOUNT").

To create a MY KAPPA ACCOUNT requires a login, USERS email address, and a password. A valid email address is necessary to perform the registration.

The password may be modified at any time ([Change your password](#)). KAPPA encourages USERS to take measures to ensure the confidentiality of their password, which must not be known or used by another person. In case of password lost, USERS may require a new password which will be sent to their email address ([Password Lost](#)).

The creation of a MY KAPPA ACCOUNT, requires the application by filling out the registration form on the WEBSITE.

This form may require certain personally identifiable information that may include, without limitation, USERS name, email address, telephone number, company, place of work (town and country) and activity with KAPPA software.

In this case, it is necessary to complete these fields providing to KAPPA correct information which may be modified at any time ([Profile](#)). USERS may at any time require the deletion or the modification of their MY KAPPA ACCOUNT clicking here ([Delete my account](#)) or by writing to the address [webadmin@kappaeng.com](mailto:webadmin@kappaeng.com).

### **5. Use of the WEBSITE and to the Restricted KAPPA Area**

To access to KAPPA WEBSITE, USERS must be major. All hardware and software used to access to the WEBSITE are under the sole responsibility of USERS. KAPPA reserves the right to suspend USERS access to the WEBSITE.

If USERS do not accept the TERMS OF USE or in case of non-compliance with the requirements stated in the TERMS OF USE, KAPPA reserves the right to close a MY KAPPA ACCOUNT and suspend all access to the Restricted KAPPA Area and to the WEBSITE without notice.

USERS may communicate to the WEBSITE through, but not limited to, emails, forums, posts, pictures and all other voluntary communications.

All discussion area are places for USERS to communicate with other USERS and/or KAPPA Employees, Consultants and Directors. USERS must exercise caution, good sense and sound judgment in using the WEBSITE.

USERS are responsible for any material USERS place on or transmit to or through the WEBSITE.

USERS agree, represent and warrant that any information USERS post to or transmit through the WEBSITE is truthful, accurate, not misleading and offered in good faith, and that USERS have the right to post or transmit



such information. USERS represent and warrant that they are the sole author and owner of the intellectual property rights of the content and therefore USERS acknowledge that such content submitted in the WEBSITE shall not infringe any third party's trademark, copyright, patent or all other proprietary rights or rights of publicity or privacy or any of their company's trademark, copyright, patent or all other proprietary rights or rights of publicity or privacy.

All moral rights that USERS may have in such content have been voluntarily waived.

USERS grant KAPPA a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, reproduce, disclose, transmit, publish, broadcast, post, adapt, translate, create derivative works from, sell, distribute such content and all information and/or incorporate such content and all information into any form and/or technology, throughout the world and for any purpose, without compensation to the USERS.

➤ **Defamation:**

All discussions must be in accordance with the law, morality, the principles set forth herein and in accordance with the rights of others.

USERS are prohibited from using the WEBSITE to post, upload, transmit, distribute or otherwise publish through this WEBSITE any content that is unlawful, infringing, threatening false, misleading, defamatory, libelous, vulgar, obscene, pornographic, harassing, scandalous, invasive of privacy or publicity rights, inflammatory or otherwise which could constitute or encourage any criminal offense or violate any rights or any law or which could create liability.

KAPPA encourages USERS to notify it of any comments, discussions and communications which appear contrary to the legislation in force and/or the morality and/or the principles set forth herein and/or which infringes the rights of others to the following address: [webadmin@kappaeng.com](mailto:webadmin@kappaeng.com).

KAPPA will be not liable for any content posted in the WEBSITE by USERS who shall remain solely liable and responsible for all messages, information, discussions and pictures posted.

➤ **Intellectual Property**

The development of this WEBSITE has involved significant investment and a joint effort from our teams. For this reason, except as expressly included herein, USERS are permitted to browse this WEBSITE and/or application, reproduce extracts by way of printing, downloading to a hard disk or for the purposes of distribution to other individuals. But, this is only to be done on the provision that USERS keep intact all proprietary rights and other proprietary notices shall appear on such reproduction. No reproductions of any part of this WEBSITE and/or application may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or website.

The WEBSITE, each of its components and materials including but not limited to all KAPPA Software, programs or set of programs, files, documentation, demos, data incorporated and/or generated by KAPPA Software (collectively referred to as "SOFTWARE"), trademarks, logos, characters and service marks (collectively referred to as "TRADEMARKS"), text, design, graphics, videos, pictures, photographs are protected under all relevant international intellectual property laws, which remain the EXCLUSIVE PROPERTY OF KAPPA.

KAPPA will vigorously enforce its intellectual property rights to the fullest extent of the law.

Nothing contained in the WEBSITE should be construed as granting any license or right to use all its components and/or all its materials.

➤ **Disclaimer**

This WEBSITE, its components and the material under this WEBSITE are provided on an "as is", with all "faults" and "as available" basis without warranties of any kind, either express, implied, statutory or otherwise (including the implied warranties of merchantability or satisfactory quality and fitness for a particular purpose) including warranties or representations that material on this WEBSITE and/or application will be complete, accurate, reliable, timely, non-infringing to third parties, that access to this WEBSITE and/or application will be uninterrupted or error-free.



KAPPA does not represent or warrant that this WEBSITE or its server(s) are free of viruses or other harmful components.

KAPPA cannot and does not warrant the accuracy, correctness or completeness of all information, discussions, text and all other elements posted in the WEBSITE.

The use of the WEBSITE is at the risk of USERS.

➤ **Limitation of Liability**

In no event shall KAPPA be liable for any claims, suits, causes of action, liability, damage including any form of indirect, incidental, and/or consequential damage and/or lost profits, revenues, goodwill, management time or anticipated savings, loss of use, loss of data, arising out of or resulting from the use of the proprietary rights or in any way connected with the use of WEBSITE, its components or materials contained in, or accessed through, WEBSITE.

➤ **Indemnification**

By using the WEBSITE, USERS agree to indemnify and hold KAPPA (and its officers, directors, agents, subsidiaries, employees and third-party service providers) harmless from all claims damages (actual and consequential), demands, costs and expenses, of every kind and nature, known and unknown, including reasonable lawyer's fees and costs, more precisely, arising out of the but not limited to the following:

- Any claims for infringement of all intellectual property rights, libel, defamation relating to any content the USERS submit to the WEBSITE;
- Any activity relating to USERS MY KAPPA ACCOUNT, including negligent or wrongful conduct by USERS or anyone using the SITE through the USERS MY KAPPA ACCOUNT;
- The violation of any applicable law, statute, ordinance or regulation (including but not limited to the consumer protection, unfair competition, anti-discrimination or false advertising) and the TERMS OF USE;
- Any other matter concerning this WEBSITE and the use of USERS of the WEBSITE.

➤ **Applicable Laws**

The TERMS OF USE shall be governed by the laws of France. Any dispute concerning the TERMS OF USE or the subject matter that cannot be settled amicably between KAPPA and the USERS shall be finally settled to the jurisdiction of French courts. All disputes arising out of, relating to or concerning the TERMS OF USE and/or the WEBSITE or in which the TERMS OF USE and/or the WEBSITE are a material fact.

➤ **Termination**

KAPPA may, at its own discretion, without prior notice and without entitling any user to claim any indemnity or compensation, to suspend or terminate access to all or part of the WEBSITE and/or its content and/or the available services.

➤ **Severability**

If any provision of the TERMS OF USE is void, unlawful or unenforceable, such provision shall be deemed to be deleted to the TERMS OF USE and the remaining provisions shall continue in full force and effect.

In such case KAPPA shall replace the void unlawful and unenforceable provision by a legally valid and enforceable provision which is as equivalent as possible to the original provision.

➤ **Modification**

KAPPA may at its own discretion modify and/or delete the WEBSITE, its components and/or the materials posted.

➤ **KAPPA Information mailings**

The registration to a MY KAPPA ACCOUNT allows USERS to accept or not KAPPA mailers.

More precisely, crossing the boxes in the Information section of the registration page authorizes KAPPA to send mailers relating to the own interests or activities to USERS.

USERS may at any time ask KAPPA to be removed from KAPPA mailing list via their MY KAPPA ACCOUNT by unchecking the mailers boxes, using the unsubscribe item mentioned in the mailing "***unsubscribe from this list***" or sending directly an email to KAPPA at the following email address: [webadmin@kappaeng.com](mailto:webadmin@kappaeng.com).



## 6. Protection

KAPPA Engineering and these TERMS OF USE are bound with the French Law N° 78-17 "Informatique et Libertés" dated on January 1978 amended by the Law N° 2004-575 "Loi sur la Confiance dans l'Economie Numérique" dated on June 21<sup>st</sup> 2004.

### ➤ Personal Data Protection

USERS privacy is important to KAPPA Engineering. Therefore, KAPPA Engineering has developed a Personal Data Protection that covers how KAPPA collects, uses, transfers and stores USERS personal data (hereinafter called "INFORMATION"). This INFORMATION will be stored by KAPPA during the contractual relationship.

KAPPA Engineering and its Affiliates, located everywhere in the world, may collect INFORMATION via the SITE from USERS in relation notably with documents or services request or with the creation of a MY KAPPA ACCOUNT. KAPPA and its Affiliates may share USERS INFORMATION with each other and its consistent respecting these Personal Data Protection provisions. They may also combine it with other information to provide and improve their products and services.

To make sure USERS INFORMATION is secure:

- KAPPA and its Affiliates communicate their Personal Data Protection provisions to KAPPA employees and strictly enforce privacy safeguards within the group;
- KAPPA and its Affiliates use an encrypted internal network;
- KAPPA and its Affiliates collect USERS INFORMATION only for sending information about KAPPA and its activities and, with USERS consent, business prospecting emails;
- unauthorized person cannot have an access to USERS INFORMATION;
- INFORMATION will not be shared with third parties for their marketing or other purposes excepted if INFORMATION is required by a judicial authority or any other administrative authority.

For purpose (i) of technical management of the storage of INFORMATION and (ii) of managing the treatment activities, INFORMATION will be stored on a centralized and secured basis on servers hosted by our provider FIREDEAL.

USERS are entitled to access, correct and delete their INFORMATION and to object to such INFORMATION. USERS may exercise its rights at any time ([click here to edit](#)) or by writing to the following address: [webadmin@kappaeng.com](mailto:webadmin@kappaeng.com).

KAPPA takes precautions, including administrative, technical and physical measures, to safeguard INFORMATION against loss, theft and misuse, as well as against unauthorized access, disclosure, alteration and destruction.

However, KAPPA does not control each and every risk related to the use of Internet and therefore warns USERS of the potential risks involved in the functioning and use of Internet.

### ➤ Hyperlinks/Viruses

The hypertext links set up on this WEBSITE may lead to websites published by third parties that KAPPA does not control the content. Accordingly, and to the extent hyperlinks have been included on this WEBSITE in order to facilitate USERS browsing on the Internet, consultation of third party sites is entirely USERS choice and USERS responsibility. KAPPA makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of websites accessible by hyperlinks from this WEBSITE.

KAPPA shall have no liability or any responsibility whatsoever for any loss suffered caused by viruses that may infect your computer equipment or other property by reason of USERS use of, access to or downloading of any material from this SITE and/or application. If you choose to download material from this WEBSITE and/or application USERS do so at its own and exclusive risk.



# COOKIES POLICY

Cookies are small files that are stored on USERS computer when USERS browse a website, such as pages USERS visited, the date and time of visit, and can be read at USERS visit the same website (hereinafter called "COOKIES").

KAPPA WEBSITE may place "COOKIES" on your computer. These technologies help KAPPA better understand USERS behavior and tell KAPPA which parts of our WEBSITE people have visited. More precisely, COOKIES are placed in order to allow USERS to use the WEBSITE and in order to allow KAPPA to recognize USERS computer while USERS are on KAPPA WEBSITE.

COOKIES are useful in allowing more efficient log-in for USERS, preserving information between sessions or analyzing statistics purposes.

KAPPA goal in these cases is to make USERS experience with KAPPA more convenient and personal.

KAPPA treats information collected by COOKIES and other technologies as non-personal INFORMATION. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered personal INFORMATION by French law, KAPPA also treats these identifiers as personal INFORMATION.

KAPPA does not use information collected by COOKIES for advertising or marketing services.

The use of COOKIES shall be subject to the prior consent of USER. A header bane automatically appears on the WEBSITE in order to inform USERS of the use of such COOKIES by KAPPA.

The settings from the Internet browsers are usually programmed by default to accept COOKIES, but you can easily adjust it by changing the settings of your browser. However, if you choose to disable the COOKIES on your browser, you might not be able to benefit from all the functionalities offered by our WEBSITE.

For more information on the setting of COOKIES, please consult the following links : <http://www.cnil.fr/vos-libertes/vos-traces/les-cookies/> or <http://www.aboutcookies.org/>;

For Internet Explorer™: <http://windows.microsoft.com/en-us/windows7/how-to-manage-cookies-in-internet-explorer-9>;

For Safari™: [http://support.apple.com/kb/HT1677?viewlocale=en\\_US](http://support.apple.com/kb/HT1677?viewlocale=en_US);

For 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>."

## **Contact us**

**Address technical questions or comments about KAPPA WEBSITE to [webadmin@kappaeng.com](mailto:webadmin@kappaeng.com)**

**For general questions, communications, address to [webadmin@kappaeng.com](mailto:webadmin@kappaeng.com)**

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