

TERMS AND CONDITIONS

A) Legal Notice

HAL is a POLY SON POST PRODUCTION brand. POLY SON POST PRODUCTION is a company registered in FRANCE (SIRET: 43234606200024), whose head office is located at 49 rue de Bagnolet, 75020 Paris (France), and which can be reached at the following telephone number: +33 (0)1 83 62 66 09 and at the following email address: support@hal-audio.com

B) General Terms and Conditions of Use

1. Definitions

« **Terms and Conditions** » refers to the present General Terms and Conditions of Use of the Site, which all Users are required to comply with.

« **Site** » refers to the HAL website, accessible at the following URL: www.hal-audio.com

« **User** » refers to any person who accesses or uses the Site.

2. Purpose

The purpose of these Terms and Conditions is to define the terms under which the User may access and use the Site.

By using the Site, the User agrees to these Terms and Conditions, which apply throughout the entire period of use.

The version of the Terms and Conditions currently available on the Site is the only one applicable and enforceable against the User, until it is replaced by an updated version. HAL reserves the right to modify these Terms and Conditions at any time. Any changes will take effect immediately upon publication on the Site.

Any failure by HAL to enforce any provision of these Terms and Conditions shall not be interpreted as a waiver of its right to enforce them.

If any provision of these Terms and Conditions is held to be invalid or unenforceable under any current or future law, that provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions.

3. User's obligations

The User undertakes to browse the Site in compliance with the instructions that appear on his screen. The User agrees not to make any use of the Site that would contravene the regulations in force and more generally that would undermine public order, good morals, the interests, reputation and or image of HAL and the rights of third parties.

In particular, without limitation, the User undertakes to respect the following rules when using the Site:

- comply with the laws in force and respect the rights of third parties, as well as the present contractual stipulations;
- to use the Site in a loyal manner, on a personal basis and in accordance with the legal and regulatory provisions and practices in force;
- to respect the intellectual property rights relating to the content provided by HAL as well as the intellectual property rights of third parties. Consequently, the User is prohibited from reproducing and/or communicating to the public all or part of the contents published on the Site;
- not to divert or attempt to divert any of the functionalities of the Site outside its normal use as defined herein;
- not to use a software robot or any other process or equivalent automated tool to navigate on the Site;
- not to disseminate data, information or content that would diminish, disorganize or prevent the normal use of the Site;
- not to collect information on third parties, including e-mail addresses, in order to use them to send commercial solicitations or the like, or to integrate them into a referencing service or the like, whether free of charge or not, or to carry out competitive intelligence.

In the event that a User fails to comply with one or more of these rules, HAL reserves the right to block access to all or part of the Site, temporarily or permanently, without any compensation.

4. Management of the Site

For the proper management of the Site, HAL may at any time:

- suspend, interrupt or limit access to all or part of the Site,
- delete any information that may disrupt the operation of the Site or that may contravene national or international laws;
- suspend the Site in order to proceed with updates.

5. HAL's Liability

HAL takes every care in the creation and updating of the Site. However, the User acknowledges that HAL does not have control over all the data and information published on the Site. HAL therefore does not guarantee that the latter are exhaustive, accurate, up-to-date, error-free and complete, nor that they perfectly meet the expectations of Users.

Consequently, HAL cannot be held liable in this respect and more generally HAL cannot be held liable for the use of the Site and its content by the User or any third party.

HAL undertakes to make its best efforts to ensure that the Site is accessible and available to Users at all times. However, HAL cannot be held liable for any damage caused by the use of the Site:

- in case of unavailability of the Site, for any reason whatsoever;
- if the Site proves to be incompatible or malfunctions with certain software, configurations, operating systems or equipment of the User;
- in the event of an electrical power cut.

The User declares that he/she is familiar with the hazards of the Internet, its characteristics and limitations, and acknowledges and is aware of the following:

- the possibility of suspension or impossibility of access to the Site;
- that data transmissions on the Internet are only relatively reliable technically, and that they may be subject to saturation at certain times of the day;
- that the data circulating on the Internet are not protected against possible misappropriation;

- that the Site may be subject to intrusion by unauthorized third parties and to attacks of any kind.

The User acknowledges that HAL may not be held liable for these types of events or circumstances.

The equipment used by the User to connect to the Site is under his/her entire responsibility. As such, the User must take all appropriate measures to protect his/her equipment and his/her own data, particularly from viral attacks via the Internet.

6. Illegal Content

HAL invites any user to report any problem or content that appears to be illicit by using the functions provided for this purpose on the Site. In such a case, HAL may take any action it deems necessary in the event of unauthorized or illicit use of its Site.

7. Intellectual Property

The Site as a whole, and every element of its content, in particular the trademarks, the programs and specific developments, the sounds database and the graphic charter are HAL's exclusive property.

Only a personal, non-exclusive, non-assignable and non-transferable right to use the Site is granted to the User.

Consequently, the User may not under any circumstances:

- reproduce, represent, use, distribute, by any means whatsoever and in any form or medium whatsoever, the Site and any of its constituent elements (text, photo, image, video, sound, software, brand, logo, company name, or any other distinctive sign);
- exploit, market, distribute for the benefit of third parties, in any form whatsoever, the Site, any element constituting the Site, the notices / evaluations and other databases present on the Site;
- modify, remove, alter, by any means whatsoever and in any form or medium whatsoever, all or part of the various mentions of intellectual property and copyright on the Site.

Any use that does not comply with the above provisions is unlawful and will result in legal action. The fact that HAL does not initiate proceedings as soon as it becomes aware of such unauthorized use does not mean that it accepts such use and waives the right to take legal action.

8. Technical Assistance – Claims

For any information of a technical nature or complaint, the User is invited to refer to the « Contact » section.

9. Personal Data

All processing of Personal Data by HAL is carried out in accordance with the Privacy Policy accessible on the Site.

10. Applicable law and jurisdiction

These Terms of Service are governed by French law.

In the event of a claim by one of the parties relating to the interpretation or performance of these CGU, HAL and the User shall attempt in good faith to reach an amicable agreement to resolve this difficulty.

If no amicable agreement is reached, any dispute or difference between HAL and the User relating to the use of the Site shall be subject to the jurisdiction of Paris Commercial court.