

GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION APPLICABLE TO THE "ONLINE WATCH" SERVICE

Definitions

AFNOR : will be used to refer to AFNOR Editions.

Client : will be used to refer to a natural person or legal entity placing an order.

Personal online space : will be used to refer to the online store accessible via password and giving access to orders, e-products, information and the "Online Watch" Service defined hereunder.

Reference : will be used to refer to the official reference for a standard, for instance: NF EN ISO 9001 October 2015.

Internet network : will be used to refer to the global multimedia network constructed by the interconnection of local, regional, national or continental interlinked computer networks.

Service : will be used to refer to the "ONLINE WATCH" service

Website : will be used to refer to the website at : <http://www.boutique.afnor.org/normes-produits-edition>

Third party : will be used to refer notably to any sub-contractor, client, Client supplier.

ONLINE WATCH: will be used to refer to the oversight service for the AFNOR Editions store over modifications of standard statuses (in force, cancelled, replaced by, etc.).

The present general terms and conditions of subscription for the "ONLINE WATCH" service provided by AFNOR to the Client, acting for professional purposes. Failing any written and signed contract, these general terms and conditions of subscription constitute the sole and exclusive agreement between AFNOR and the Client and will prevail over any other document. During any order, the Client hereby confirms and acknowledges to have read and accepted all terms of the present general terms and conditions of subscription.

AFNOR hereby reserves the right to amend the present general terms and conditions of subscription, in whole or in part, at any time.

Consequently, it is incumbent upon the Client to regularly consult the latest version of the general terms and conditions of subscription available at <http://www.boutique.afnor.org/normes-produits-edition>.

The Client is deemed to have accepted these most recent versions each time he logs on to the website. In the event of default in respect of the present general terms and conditions of subscription by the Client, AFNOR will be entitled to suspend access to the Service in line with the terms and conditions set forth under article VI.

ASSOCIATION FRANCAISE DE NORMALISATION, an Association governed by the law of 1 July 1901, recognised as a public service, having its registered office at 11, rue Francis de Pressensé, 93571 Saint-Denis La Plaine

I - Service provided by AFNOR

AFNOR provides the Client, in return for payment of the agreed price, with updates of References selected by the Client from the AFNOR online store at <http://www.boutique.afnor.org>
In the form of :

- Email alerts upon each change of at least one (1) Reference
- Monthly alerts for overviews of changes
- Updates of the Reference list in the Client personal space on the AFNOR online store.

II – Operating terms and conditions of the Service

All Client should have a client account on the AFNOR Éditions online store so as to log in to their Personal online space. For more details about how to create a client account, please consult the FAQ in the online store.

Information provided by AFNOR to the Client are solely and exclusively intended to be used for internal documentary purposes of the latter.

Consequently, the Client may not, without the prior written consent of AFNOR:

- a) Reproduce the content of updates for collective distribution, including notably with subsidiaries, branches, offices, sub-contractors, principals.
- b) Constitute a database on the basis of these updates.
- c) And, more widely, undertake any action which does not fall within the framework of internal documentary use of the present Service.

The Client hereby accepts use of email for the transfer of information requested concerning the conclusion or performance of the contract and, more widely, for all exchanges in the framework of the present terms and conditions.

III – Terms and conditions of use of the Website and Guarantees

Use of the Website via the Internet Network and operation of information obtained by the Client are undertaken under its sole liability and at its own risk. The Client hereby confirms acceptance of the characteristics and limitations of an Online service and that it is incumbent thereupon to take all necessary measures to ensure the technical characteristics of his computer and/or computer network providing access to the service as outlined herein. AFNOR does not consequently provide any express or implied guarantees with regard to the pertinence of the information to be used for a particular purpose, its adaptability to a particular function, its accuracy or relevance, despite the care taken in this respect.

AFNOR does not provide any express or implicit guarantee over the pertinence of use of updates for any particular purpose not for their suitability for any specific function. AFNOR may not be held liable towards the Client for any indirect loss resulting from the present subscription. "Any indirect loss" notably includes commercial prejudice, operating losses, loss of clients, lost profits, lost turnover, use of clients or any similar financial loss, including any payment made or due to a Third Party. The liability incurred in any instance by AFNOR towards the Client may not exceed the total annual amount of subscription.

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The present subscription is granted for sole and exclusive internal and documentary use.

The Client should not infringe the intellectual property rights of AFNOR.

The non-exclusive and non-transferrable right to use the Website is conferred solely for the requirements of the Client, who shall refrain, more generally, from extracting or systematically and repeatedly using qualitatively or quantitatively substantial sections of the Website content for any purpose whatsoever (in particular for commercial purposes).

Any unauthorised use by the Client, not expressly agreed in writing by AFNOR, shall constitute a breach of copyright and shall allow AFNOR to exercise all rights and prerogatives conferred thereupon by copyright legislation. The Client shall be liable for any prejudice or harm resulting from said breaches of copyright, including any claim made by a Third Party in this regard.

AFNOR may not be held liable for the direct or indirect consequences of any default in delivery attributable to the Internet Network or any other event constituting a case of force majeure.

The Client should, within ten (10) working days following the date of issue of the alert email notifying changes in the Reference list, notify AFNOR in writing of any error, omission or defect observed. Failing this, the Client relinquishes making any claim whatsoever.

IV - Term and renewal

The term of subscription is one (1) year following the date of order of the list for oversight in the online store by the Client.

The subscription will be renewed tacitly for an equal period of time, notwithstanding any termination in writing at least one (1) month prior to expiry of the term. In the event of any lack of termination within the agreed deadline, the Client will be deemed to have accepted the new price terms.

The price applicable for each subscription will be calculated on the basis of standard packages existing in the tenth month of subscription (package for 10 standards or 20 standards).

V. Price, billing and payment

Prices are fixed and depend on the package selected. Prices may potentially be amended, notably in line with development of the network, techniques and legal requirements.

AFNOR sends an invoice to the Client address in the first month of subscription or within thirty (30) days prior to the due date for subscription renewals. The invoice should include a description of the subscription service and, where applicable, the Client Reference.

Payment is due within thirty (30) days of the invoice date. No discount is granted in the event of early payment. In the event of late payment, a penalty amounting to three times the legal interest rate for the year is payable. Payment may be made :

- immediately by

- bank card on the Website (the Client guarantees that he is fully empowered to use said bank card. The Client is bound to provide the type of card for payment, card number, expiry date and security code)
 - standards and edition products accounts (please refer to the general terms and conditions of sale in the online store)
- upon receipt of the invoice for clients already having placed an order online in the store by
- bank or postal cheque (dual sided) made payable to "AFNOR", sent to AFNOR
 - bank transfer.

VI – Early termination

In the event of any default in payment or infringement of the terms and conditions of operation of the Service and/or use of the Website, AFNOR hereby reserves the right to terminate the present subscription without prior formalities. Payment received for the subscription will be retained by AFNOR.

VII - Personal Data

The Client is hereby informed that personal data for which notification is compulsory on forms and collected in the framework of the Service as defined under article I hereinabove is necessary for use of this Service, and is used solely in the framework of the service and exclusively by AFNOR, who takes all necessary precautions so as to protect, insofar as possible, the security of data.

Client data is collected and processed in a loyal and legal manner for given, explicit and legitimate purposes, without being subsequently processed in any incompatible manner, in a form allowing for identification of the people concerned for a term which should not exceed that necessary for the purposes for which it is collected and processed.

The Client moreover has a right to access and amend information concerning it.

In the event of wishing to exercise this right of notification of information, he may contact: Groupe AFNOR, Service Marketing, 11 rue Francis de Pressensé, 93 571 La Plaine Saint Denis

VIII - Modification of the Website

All information included on the AFNOR Editions website and sent to the Client is subject to amendment at any time, given the interactive nature of the website, without this incurring the liability of AFNOR.

IX – Jurisdictional clause and applicable law

The present terms and conditions and all documents resulting herefrom are governed by French law. Any disputes which may arise from the present terms and conditions fall within the jurisdictional competence of the Bobigny Courts, including in the event of multiple defendants, a call for joinder to proceedings or summary proceedings.

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