

# **General User Terms and Conditions Hutchinson O-Ring ® App**

Please read carefully these terms and conditions before starting to use the Hutchinson O-Ring mobile application.

By using this app, you agree to be bound by the terms and conditions of this agreement.

## **Preamble and legal information**

This general User Terms & Conditions ("T&C") sets forth the terms and conditions governing the use of our Hutchinson O-Ring mobile application downloaded or otherwise acquired by you (the "user"),

This app is currently available on iOS and Android operating systems or desktop device.

Application: The Hutchinson O-Ring App developed and operated by the company Hutchinson. The term "Application" includes the mobile application and the computer program that the User downloads and/or accesses, and associated data and information (including any user guide, updates and revisions) available to the User. With limited exceptions with respect to software or elements of the Application that Hutchinson has licensed from third parties, the Application is owned by Hutchinson and is licensed, not sold. Hutchinson considers the Application to be its confidential and proprietary information.

This application called O-Ring, is developed and published by the company Hutchinson, Snc, duly registered in the Register of businesses and companies of Paris, registration number 314 397 696, and is located at 2 rue Balzac, 75008 Paris, France.

These Terms and Conditions may be modified at any time. This User Terms and Conditions are in effect on the application from the date of registration and afterwards during its use. Hence, the Users are advised to consult the application regularly in order to stay informed about any recent or future modifications.

## **Objective – Rights granted**

This document constitutes as of June 1st, 2017 the General User Terms and Conditions of the O-Ring application offered by Hutchinson on the Apple Store and Google Play Store.

Subject to the terms of this Agreement, Hutchinson grants the User a limited, revocable, terminable, non-exclusive license to use the Application solely as described in this Agreement, and either on the Mobile Platform for which the Software was designed, or on the desktop version available on the website [www.oring.hutchinson.fr](http://www.oring.hutchinson.fr)

The results and information given in the assembly aid calculations or the media compatibility table shall only constitute a first approach to help you define your needs. In no event shall Hutchinson be responsible for damages of any nature whatsoever resulting from the use or reliance upon this calculation when the result has not been validated by a skilled engineer of

Hutchinson.

The O-Ring measurement tool shall only give an estimation of the O-Ring dimensions and are not error-free. The accuracy of the results depends on the context of use like the light in the room where the picture is taken, the position of the mobile phone, supposed to be parallel to the surface where the O-Ring is placed, the distance between the O-Ring and the phone, etc. No warranty is provided or implied by Hutchinson about the results of this measurement tool.

Hutchinson's obligations and responsibilities regarding Hutchinson Products or services are governed solely by the agreements under which they are sold or licensed. Hutchinson does not guarantee availability of individual part numbered Hutchinson Products. Hutchinson Products availability must be confirmed at time of any order. Hutchinson Products orders are subject to acceptance or rejection by Hutchinson.

### **Protection of the Application - Limitations**

All deterioration or any unauthorized representation, reproduction, modification, commercial use in whole or in part of the various parts of the Application is prohibited, and any User responsible for such actions risk or will be subject to prosecution.

Except as expressly stated herein, no other rights are granted to the User by implication, estoppel, or otherwise, under any patent, copyright, trade secret, trademark, or other intellectual property right of Hutchinson or any of its licensors.

The User must not copy, modify, transfer, rent, lease, sublicense, assign, reverse assemble, reverse compile or create derivative works of the Application; nor may the User disclose the Software to third parties, nor may the User access, download or use the Software in any environment or any platform other than an operating system for which it was designed. To the extent any of the foregoing restrictions on reverse engineering, decompiling or other use of the Application are not enforceable under applicable law, then the restriction will apply to the greatest extent consistent with applicable law, and the User will not engage in such activities without first giving Hutchinson written notice of the User's intended course of action sufficiently in advance of such action to allow Hutchinson to provide any relevant assistance or information that might obviate the need for such action. Hutchinson reserves the right to modify the Application and related data and information at any time, and to change its functionality. The User acknowledge and agree that Hutchinson retains sole ownership of all intellectual property rights in the Application, Hutchinson Products and related information, including but not limited to patent, copyright, trade dress, trade secret, and trademark rights.

This Agreement and the license granted to the User terminate automatically upon breach of this Agreement. Hutchinson may terminate the license rights, and/or may stop offering the Application, data and/or information, at any time for any reason without notice and without liability. Upon any termination, the User agrees to cease all use of the Application and to remove the Application from the Mobile Platform(s).

### **Price**

Hutchinson does not collect any fees from the User for the Application. However, the User may incur network or data charges, roaming charges or other costs or fees when he download or use the Application or certain of its features, such as location-based services like store locators ("Network Charges"). Hutchinson has no liability to the User for any of

Network Charges.

### **Protection of Confidential Information**

The User agrees to hold all Confidential Information in confidence indefinitely. "Confidential Information" shall mean the Application and any and all information, data, specifications, designs, constructions, techniques, formulas, materials, and manufacturing processes concerning Hutchinson Products, except information which is: published or otherwise becomes part of the public domain through no act or omission by the User; received by the User from a third party who is legally in possession of the same and not under an obligation of confidentiality with respect thereto; or, was already in the User's possession, with no duty of confidentiality attached thereto, prior to its receipt from Hutchinson, as evidenced by written records. This obligation of confidentiality shall survive termination, cancellation, or expiration of this License Agreement.

### **Trademarks and Copyrights**

The trademarks, service marks, and logos (the "Trademarks") used and displayed in the Software are registered and unregistered Trademarks of Hutchinson and others. Nothing in this Agreement or the Software should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark without the written permission of the Trademark owner. Trademarks of Hutchinson may not be used in any way without prior written permission of Hutchinson. The copyrights in the Software and all data and information provided in connection with the Software are held by Hutchinson or by the original creator. Except as stated herein, none of the Software, data or information may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Hutchinson or the copyright owner.

### **User information**

The identifying information collected with regards to the User upon creation of his account is for Hutchinson's sole use. Furthermore, Hutchinson may collect aggregated non-personal data from all users of the Application, such as amount of use, nature of inquiries, etc. Hutchinson will only use the data to assess the overall use of the Application by Users in order to determine how the Application is being used and how it and other products can be improved.

### **Responsibility**

The User acknowledges being aware of the constraints and limitations of the Internet network. Under these conditions:

The User is responsible, just as any other person possessing a Smartphone/Tablet or Computer/Laptop, for the protection of his technical equipment, especially from any form of contamination by a virus and/or any attempted hacking. Under no circumstance should Hutchinson be held responsible for such cases.

The User is solely responsible for the installation, operation, and maintenance of his technical equipment necessary to use the Application. Under no circumstance whatsoever shall Hutchinson be held responsible if the service offered by the application turns out to be incompatible with, or causes the malfunction of, certain software programs, configurations,

operating systems, or other equipment owned by the User.

The User is solely responsible for his use of the Service, and shall not attempt to hold Hutchinson responsible in any claim and/or proceeding which may be initiated against the User. The User accepts to treat any such claim and/or proceeding directed against Hutchinson that is related to his use of the Services provided by Hutchinson as his own personal business.

Hutchinson does not guarantee, represent or warrant that the use of the Application, information and/or data will be uninterrupted or error-free. While Hutchinson tries to use accurate and up-to-date information and data, the data given are provided on an "as it is" basis without warranties of any kind, expressed or implied. Hutchinson specifically disclaims all warranties of every kind as to the Application, data and other information, including, but not limited to, any warranties of title, non-infringement, other violation of rights, merchantability or fitness for particular purpose. Hutchinson does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, or otherwise respecting, the Application, data or other information, and the User shall be solely responsible for the results, use, efficiency and suitability of the software, data and information.

Any measurements, values and/or dimensions calculated by the O-Ring calculation app are supposed to be guidelines to facilitate the choice of a Hutchinson suitable sealing solution.

#### **Applicable laws and litigation**

This General User Term and Conditions are subject to French law. In case of litigation, and if efforts at finding an amicable solution have failed, the law courts of Paris shall be solely competent to hear the case.

#### **Contact**

This mobile application has been designed and produced by SUPERSONIKS [www.supersoniks.com](http://www.supersoniks.com) under the supervision of Hutchinson O-Ring Division Communication Department.

If you have any questions about the application or these Terms and Conditions, please feel free to contact the Hutchinson O-Ring Division communication team at [oring-communication.cgon@hutchinson.fr](mailto:oring-communication.cgon@hutchinson.fr)