

# GENERAL TERMS OF USE

## (EDUCATIONAL INSTITUTIONS)

Between

**Société Encyclopædia Universalis,**

a business corporation with a capital of 1,700,000 francs,

having its head office at 8, rue de Tilsitt, Paris 17,

and which is registered in the Corporate and Trade Register of Paris under No. B 672 048 915,

Represented by Mr. Pierre Le Manh, President and Chief Executive Officer

Hereinafter referred to as the "Publisher"

**On the one hand,**

And:

«TYPE»

«ADRESSE» - «CP» - «VILLE»,

Represented by «TITRE\_ADRESSAGE» «PRENOM\_A» «NOM\_A».

Hereinafter referred to as the "Subscriber"

**On the other hand.**

### WHEREAS:

The Publisher has developed a Web site named "www.universalis-edu.com".

«TYPE» wishes to subscribe to universalis-edu.com.

The purpose of this contract is to define the general terms and conditions to access and use the universalis-edu.com Web site, which will apply to the individual subscription by the Subscriber.

**THIS BEING STATED, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1 – PURPOSE OF THE CONTRACT**

The Publisher hereby authorizes the Subscriber and the persons he may designate, hereinafter referred to as the “Authorized Persons,” to access universalis-edu.com.

The Authorized Persons designated by the Subscriber can be chosen among his teaching, technical and office personnel, as well as his students.

For the purpose of this agreement, the term Authorized Persons does not include the employees of external firms working for the Subscriber, nor former students nor members of the teaching, office and technical staff who have left their employment with the Subscriber, as well as members of an Authorized Person's family.

Only the Authorized Persons designated in this contract may access universalis-edu.com, provided the following conditions are met:

- The Subscriber must designate a technical manager, who is familiar with the Subscriber's computer network system and is expressly authorized to open service accesses.
- The Publisher may cancel the Subscriber's account in any of the following three cases:
  - Upon expiry of the subscription;
  - For protection purposes in the case of fraudulent use of the service duly observed by the Publisher, and notified to the Subscriber by registered mail with acknowledgement of receipt;
  - At the Subscriber's specific request to Encyclopædia Universalis, "Universalis-edu.com" Customer Service, 18, rue de Tilsitt, 75017 PARIS, for any reason whatsoever; such request does not entail any reimbursement for the unused portion of the subscription.
- The Subscriber and the Authorized Persons for whom he is responsible under this agreement must comply with the copyright and the rules governing the use of universalis-edu.com, as described in Section 2.

- The Subscriber must meet all payment terms and other general conditions, which are defined by Encyclopædia Universalis or the distributor authorized to market universalis-edu.com.

## SECTION 2 – UTILIZATION RULES

Only Authorized Persons may access universalis-edu.com, from computers equipped with Internet access, located within the Subscriber's premises exclusively, which the technical manager will have identified upon the Subscriber's access connections to universalis-edu.com.

Provided that the copyright is respected, and that only Authorized Persons use the rights granted hereafter, within the Subscriber's premises exclusively, during the term of the subscription contract only, and solely for internal and non-commercial purposes, the following uses are authorized:

- Displaying and printing the contents of the universalis-edu.com Web site on the Subscriber's equipment, for use by the Authorized Persons;
- Temporarily storing the contents retrieved from universalis-edu.com on the Subscriber's equipment, for technical reasons only (cache) or pending the creation within a short period of time of educational material intended for the Authorized Persons. Storing the contents to create a document repository, even on a temporary basis, is strictly forbidden;
- Digitally copying the contents for use by the Authorized Persons, provided that these digital documents are not kept by the Subscriber or the Authorized Persons after termination of the subscription contract;
- Copying and publishing the contents in future universalis-edu.com forums.

It is forbidden to modify the format or contents of any universalis-edu.com material being made available to Authorized Persons, except under all of the following conditions:

- Modifications are intended for educational and/or pedagogical purposes exclusively, and not for commercial, analytical or review purposes;
- They do not constitute an infringement of copyright;
- It is clearly stated where and why the modification was made.

The resulting educational documents must mention the authors' names and state "© Encyclopædia Universalis, 1999. All rights reserved." References to intellectual property, titles and creation dates attributed to the available contents may not be changed in any way.

Any uses of all or part of the Web site contents by the Subscriber and Authorized Persons other than those described above are forbidden. This restriction applies specifically to the following uses:

- The use of all or part of the Web site, its contents or related services for unintended purposes, including commercial and/or advertising purposes;
- The publication on the universalis-edu.com Web site of all or part of the site contents that has been modified by the Subscriber or by any other individual or corporate body present within the Subscriber's premises;
- The publication on the universalis-edu.com Web site by the Subscriber or any other individual or corporate body within the Subscriber's premises of information not approved by the Publisher;
- The publication or distribution on the Internet of any information involving copying all or part of the contents stored or made available on universalis-edu.com;
- Copying, communicating or distributing all or part of the contents by any means whatsoever, even digitally, either performed by unauthorized persons or intended for unauthorized individuals or corporate bodies, or within a context other than the Subscriber's in-house activities;
- Copying or using the Encyclopædia Universalis brand for other purposes than the copyright statements mentioned above;
- Any operation that may affect the data processing and consulting software, including decompilation, reverse engineering, alteration, translation, modification, transfer, rental or integration into other software;
- Downloading or storing all or part of the contents of the universalis-edu.com Web site in any way or format whatsoever;
- Creating or expanding the Subscriber's and/or Authorized Persons' general document repository with data from the Web site, on any support whatsoever.

For any exemption with respect to this section, the Subscriber must send a written request to the Publisher at: Encyclopædia Universalis, "Universalis-edu.com" Customer Service, 18, rue de Tilsitt, 75017 PARIS.

Only a positive written reply from the Publisher will be deemed an acceptance.

### **SECTION 3 – INTELLECTUAL PROPERTY**

The Publisher is the sole owner of the universalis-edu brand and the universalis-edu.com Internet address, and may modify them at his own discretion.

The Publisher also owns the “Encyclopædia Universalis” brand, which cannot be copied or used by the Subscriber and the Authorized Persons except as described in Section 2.

The Publisher is the sole owner of the intellectual property rights as well as the know-how developed during the creation and operation of universalis-edu.com; he guarantees the Subscriber and Authorized Persons, as part of the rights hereby bestowed upon them, against the claims of any third party.

Moreover, the Publisher guarantees to the Subscriber and the Authorized Persons that no royalty will be due for their use of the data and documents published on the universalis-edu.com Web site, in compliance with this contract.

However, copying, adapting, using or distributing the contents and know-how of universalis-edu.com that may constitute a breach of the terms and conditions of this agreement and the intellectual property code, will lead to the prosecution of the offender.

#### **SECTION 4 – TECHNICAL SUPPORT AND TRAINING**

Technical support is available online via e-mail in the “Contactez-nous” section of universalis-edu.com.

The Subscriber is responsible for training the Authorized Persons in the use of the Internet, the universalis-edu.com Web site, the rights and obligations pursuant to the terms and conditions of this agreement, the netiquette, and the general principles of the intellectual property code.

#### **SECTION 5 – PUBLISHER'S RESPONSIBILITY**

The Publisher solely assumes the technical responsibility for the proper operation and maintenance of universalis-edu.com, and may delegate, if necessary, part or all of these responsibilities or technical services to a third party.

The Publisher and/or the designated service provider may not be held responsible, however, for any temporary unavailability of universalis-edu.com or system failures associated with preventive or remedial maintenance operations, or even the temporary or final interruption of universalis-edu.com due to external reasons.

The Publisher may not be held responsible for damages caused by the interruption, suspension, failure or termination of universalis-edu.com, including direct, indirect, incidental or specific damages, due to any reason whatsoever.

The Publisher guarantees access to universalis-edu.com, 24 hours a day, 7 days a week.

The Publisher assumes the editorial responsibility of universalis-edu.com, but may not be held responsible for the messages distributed via forums and e-mails. The Publisher is solely responsible for the evolution and upcoming developments of universalis-edu.com.

The Publisher, either directly or through a service provider designated by him for this purpose, reserves the right to make any changes to universalis-edu.com, and does not have to inform the Subscriber or Authorized Persons of these changes beforehand.

This section will not apply if the interruption results from a judicial decision or the application of a judicial arrangement, or in a case of force majeure.

Universalis-edu.com can provide access to third party Web sites and/or any other external resources via hyperlinks. However, the Publisher is not responsible for the availability of these third party Web sites or external resources, and does not endorse, nor is responsible for or bound by the contents, advertisements, or any other information published on these Web sites.

The Publisher does not offer any guarantee other than those stated explicitly in this contract.

## **SECTION 6 – SUBSCRIBER'S RESPONSIBILITY**

The Subscriber is responsible for access management as well as any act performed by any individual or corporate body within the Subscriber's premises, and for taking recursory action against that individual or corporate body should there be any dispute.

The Publisher may not be held responsible for informational data provided by the Subscriber or an Authorized Person on universalis-edu.com, and more particularly in forums, chat groups (real time discussion groups), publication spaces, etc.

Moreover, the Subscriber and Authorized Persons are solely responsible for the use of hyperlinks and the resources to which they offer access.

The Subscriber and Authorized Persons readily agree that all the data and information distributed, downloaded or obtained by any other means is to be used at their own risk; they will assume responsibility for all expenses (proceedings, damages, etc.) that could be supported by the Publisher following judicial proceedings.

## **SECTION 7 – SAFETY RULES**

The Subscriber is responsible for monitoring access to universalis-edu.com.

The Subscriber will ensure the safety and proper use of his computer network, and agrees to implement monitoring procedures and sanctions for individuals or corporate bodies who access universalis-edu.com from the Subscriber's premises but who do not comply with the terms and conditions of this agreement.

For instance, the Publisher may not be held responsible for the unavailability or system failure of universalis-edu.com if it is caused by the unavailability or system failure of the Subscriber's computer network or Internet access via his Internet access provider.

The Subscriber is fully responsible for all activities performed under the ID/password code that protects the Subscriber's access, and will ensure that the technical manager takes all the measures required to keep that information confidential.

The Subscriber agrees to inform the Publisher of all known or suspected infringements on the use of universalis-edu.com as soon as he becomes aware of them.

## **SECTION 8 – FOLLOW-UP ACTIVITIES**

Where possible, the Subscriber will assist the Publisher in conducting a study on the contents, features and uses of universalis-edu.com.

## **SECTION 9 – TERM OF THE CONTRACT**

These general terms of use will be applicable as soon as the Subscriber is able to access universalis-edu.com, and they will govern the relations between the Parties during the subscription period, as well as the effects and consequences of the cancellation of the subscription, for any reason whatsoever. They may be subject to change by the Publisher, who will inform the Subscriber thereof beforehand.

## **SECTION 10 – TECHNICAL MANAGER**

The technical manager designated by the Subscriber is «TITRE\_CONTACT» «PRENOM\_C» «NOM\_C».

All Parties must be immediately informed of any changes with respect to the designated technical manager.

## **SECTION 11 – NON-EXCLUSIVITY**

Since the Service is intended to be the widest source of information possible, this agreement cannot give the Subscriber and/or Authorized Persons any exclusive rights.

The Parties explicitly agree that only the Publisher may decide whether to host a service or organize a partnership with any third party on the universalis-edu.com Web site.

#### **SECTION 12 – NO COMPETITION**

The Subscriber is free to develop his own Web site or to offer its contents on other Web sites. However, the Subscriber must not copy or distribute all or part of the contents, graphic chart or tree structure of universalis-edu.com.

The Subscriber agrees not to operate an Internet service that would compete with the one developed and operated by the Publisher.

#### **SECTION 13 – CONFIDENTIALITY**

The Subscriber agrees that the technical, commercial or financial information and documents concerning the Web site, including its technical components such as browsers and software, is to be kept confidential, as long as their disclosure is not required for the use of universalis-edu.com.

#### **SECTION 14 – WAIVER – INVALIDITY – ENTIRE CONTRACT**

The fact that one of the Parties fails to demand that any of the provisions herein be enforced, permanently or temporarily, can never be considered as a waiver of the rights of such Party under the said provisions.

Should any stipulation of this contract be deemed null and void under a rule of law or an existing law, it will be deemed not to have been written, and will not invalidate the contract.

This contract is the entire agreement between the Parties. It supersedes any prior proposal or agreement, written or oral, and any other correspondence or communication between them, as regards the subject thereof.

#### **SECTION 15 – TERMINATION OF SUBSCRIPTION**

Should any of the provisions of this agreement fail to be met, and 15 (fifteen) days after the reception of a formal notice sent by registered mail with acknowledgement of receipt should such notice remain unanswered, the subscription may be cancelled automatically and immediately, entitling the injured Party to sue the failing Party at the former's own discretion, subject to any damages and interest.

Upon cancellation or termination of the subscription by either of the Parties and for whatever reason, the Subscriber and Authorized Persons will certify that all the copies of the contents having been made have been destroyed.



**SECTION 16 – DISPUTES**

This Contract, as well as any actions that may result therefrom, are governed by French laws, and fall under the jurisdiction of the Paris courts of justice.

Made in two original copies,

at Paris, on [\_\_\_\_\_]

at [\_\_\_\_\_], on [\_\_\_\_\_]

For the Publisher

For the Subscriber

## APPENDIX 1

### **Minimum system requirements**

To access [universalis-edu.com](http://universalis-edu.com), the Subscriber needs the following minimum system requirements:

- Internet access at a rate of more than 28.8 K.
- Pentium processor or compatible, with Windows 95 and 16 MB of RAM

or

- PowerPC Macintosh with MacOS 7.6 and 16 MB of RAM
- Color display with a resolution of 800x600 pixels
- Microsoft Explorer 4 or Netscape Navigator 4