



MAVIC WEBSITES GENERAL CONDITIONS OF USE AND WARNING NOTICES

These General Conditions of use are applicable to the use of any information, documents, graphical illustrations, videos, functionality or service available on:

- the Mavic.com site and all subdomains accessible at www.mavic.com
- the Mavic Lab site accessible at www.maviclab.com
- the Mavic MP3 site accessible at www.mavicmp3.com
- the EZride site accessible at www.ezride-system.com

All of these websites are referred to below as "Mavic sites".

The Mavic sites (© Mavic 2010) have been made available by Mavic S.A.S. to provide information to their users personally. Please read the following Conditions of Use carefully and fully before browsing the Mavic sites. The purpose of these Conditions of Use is to set out the terms on which Mavic allows users to access and use the Mavic sites. Use of the Mavic sites is subject to full acceptance and observation of the following Conditions of Use, as well as all applicable laws.

In the event where you the user are not in complete agreement with the conditions of use laid down below, you are strongly advised not to use the Mavic sites. Mavic reserves the right to modify and update access to the Mavic sites and the General Conditions at any time. Such modifications and updates apply to users who, as a consequence, must refer to this section regularly to check the General Conditions in force.

These General Conditions of use are applicable from the 1st of January 2010.



1. Legal information

Mavic SAS

Incorporated in France as a simplified company limited by shares (S.A.S.)

Capital: 26,838,822 Euros

74996 Annecy cedex 9 France

Head office: Les Croiselets – 74370 - Metz-Tessy (FRANCE)

Annecy Company and Commercial Registry (RCS) number: 515 155 844 00019

Director of publication: Mavic SAS

Website manager: Frédéric Pactat

This website is produced by: Mavic SAS & Oz Conseil

Server centre: Amer Sports Corp. & Oz Conseil

Contact: fr-contact-maviclab@mavic.com or (+33) 450 654 141

2. Ownership of rights: intellectual property

2.1. Copyright and/or rights in designs and models

These sites constitute a work of which Mavic is the author within the meaning of articles L.111.1 et seq of the French Intellectual Property Code. The design and development of the said sites has been carried out by the OZ Conseil and Mavic SAS companies.

The entirety of the content of the Mavic sites, including photographs, text, slogans, drawings, images and animations with or without sound, as well as all works forming any part of the sites, are the property of Mavic or of third parties which have authorised Mavic to use them. These elements are protected by national and international intellectual property law (copyright © 2010, Mavic SAS).

The products represented on the sites are protected by copyright, under articles L.511.1 et seq of the French Intellectual Property Code relating to the protection of registered designs. Therefore, save with the prior written authorisation of Mavic SAS and/or its partner organisations, users may not carry out, by any means and/or using any hardware or media whatsoever, any reproduction, download, representation, adaptation, translation and/or transformation, or any transfer to another website, of the whole or any part of any element of this site.

Subject to the exceptions provided for below, failure to observe this prohibition constitutes an offence of counterfeiting which is punishable by four years of imprisonment and a fine of €400,000.

Making paper or digital copies of the said sites, or of the products there shown, is permitted provided that it is strictly limited to personal use, excluding any usage for advertising and/or commercial and/or information purposes, and/or that it conforms to article L122-5 of the French Intellectual Property Code.



2.2. Trademark rights

The Mavic name and logo as well as the names of certain products are registered trademarks of Mavic SAS. All rights reserved. Other trademarks may also be mentioned. These are used by Mavic either with the permission of their owner or simply to identify products offered by Mavic. Reproducing, imitating, using or affixing these trademarks, without having obtained prior authorisation from Mavic, constitutes an offence of counterfeiting punishable by four years imprisonment and a fine of €400,000.

3. Hypertext links

3.1. Hypertext links to Mavic sites

The provision of a hypertext link to the Mavic sites requires prior written authorisation from Mavic. A user wishing to provide a hypertext link to the Mavic sites must contact the manager of the Mavic sites.

The provision of a hypertext link in no way authorises the reproduction of any element of the Mavic sites or the presentation on third-party sites of such elements whether in the form of frames or by any similar means.

Mavic will not be held responsible in any circumstances for content, products or services offered by third-party sites which contain a hypertext link to the Mavic sites.

3.2. Hypertext links to other internet sites

Hypertext links on the Mavic sites may link to other websites or other internet resources.

Mavic wishes to emphasise that these General Conditions do not apply to third-party sites.

Since Mavic cannot control such external sites or resources, it shall be under no liability in relation to content, advertising material, products, services or any other material which is available on or through such external sites or resources. Further, the user acknowledges that Mavic may not be held responsible for any damage or loss, whether established or alleged, resulting from or relating to either use of or reliance on the content, goods or services available on such external sites or resources.

4. Data protection

4.1. Personal data

In certain circumstances Mavic may obtain information enabling a user to be personally identified, particularly in the case of a sale, registration for a service, promotional activity or other activity involving interaction between the user and Mavic.

In such cases the information collected about the user is needed to respond to any request for information and to advise the user as to the status of his orders.



Mavic is concerned to protect the rights of users and their personal data, and undertakes to inform users and seek their consent.

4.2. Non-personal data

Mavic may collect and use information obtained automatically, but in no case will such information be capable of being linked to a particular person. This information concerns the type of Web browser the user uses, the operating system of his computer and the name of the domain from which he has accessed the Mavic.com site.

When the user leaves the Mavic sites, data relating to his IP address, sites visited, language selected, date, time and duration of visit will be used for statistical purposes only, to optimise the Mavic sites in the light of user expectations.

External organisations are involved in the design and development of the Mavic sites. Such organisations may be given access to Mavic's data, with the sole purpose of carrying out such work.

4.3. Use of personal data

Access to some of the services offered on the Mavic sites requires the collection of certain personal data.

For what purposes does Mavic use this data?

- Supplying products and/or services
- Developing and improving our products and services
- Communicating with you in relation to our products and services, or in order to conduct satisfaction studies, focus groups or other commercial or marketing activity.

Mavic agrees not to sell, transfer, rent or divulge users' personal data, subject to the following exceptions:

- Companies affiliated with Mavic, and other authorised third parties such as approved retailers or service providers who are given authority to process such data, for the purposes set out above only. It is agreed and understood that in the event of such data being communicated to third parties, those third parties will undertake to observe the rules indicated by Mavic and to put in place the necessary measures for protecting the data.
- International transfer of data: Mavic wishes to advise users that the servers hosting the Mavic sites may be located in different parts of the world, and that users' personal data may thus be transferred out of the country in which the Mavic site or sites were used, and outside the European Economic Area. These countries do not always have laws protecting personal data, or may have different rules, as in the United States for example. Where relevant, Mavic agrees to take the necessary steps to ensure that such transfers are lawful, and that adequate measures are taken for the protection of transferred personal data, in accordance with local law.
- Release of information where required by law: Mavic may have cause to release users' personal information to government or court authorities in countries where Mavic and its authorised agents operate.
- Mergers and acquisitions: In the event that Mavic buys, transfers, or generally reorganises its business activities in certain countries, this may involve the release of personal data to potential purchasers and their advisers.



In accordance with the French data protection law of 6 January 1978, the user has the right of access to and rectification of information concerning him. Such information is used exclusively within the Mavic company. If the user wishes to exercise this right and to be advised of the information held about him, he should send an email to contact@mavic.com, or a letter to the following address: Mavic S.A.S, Les Croiselets Metz-Tessy - 74996 ANNECY CEDEX 9.

Mavic strongly encourages the user to check his data regularly and update it with any changes.

4.4. Cookies

When an internet user visits the Mavic sites, Mavic may save a cookie on his computer. A cookie is a small block of data sent to the client browser by a web server and stored on the hard disc of the user's computer. It enables Mavic to store information on the user's browsing history in relation to the Mavic sites (pages viewed, date and time of viewing, etc) which can be read on the user's subsequent visits.

The user may block all cookies if he prefers not to accept them. He may also configure his computer to warn him each time a cookie is used. In either case, the user must adjust the settings in his browser (e.g. Internet Explorer). Software is also available which can manage cookies. Nonetheless it should be underlined that, where the client computer has been configured to reject cookies, this may limit the functionality of the sites visited and access to some elements of the site may not be possible. For further information about cookies and how to block them, see for example www.allaboutcookies.org.

The user can also delete cookies individually at any time by referring to the computer manual.

4.5. Management of passwords and access codes

During the registration procedure, the user enters a username and password. The user is solely responsible for keeping the account and password confidential, and for all actions carried out within the account and/or with the password. The user undertakes to inform Mavic immediately of any unauthorised use of the account and/or password and to ensure that he logs off at the end of each session. Mavic cannot be held responsible for any loss or damage which arises in the event of breach of these obligations.



4.6. Unsubscribing from the Mavic sites

The user may unsubscribe at any time. In order to do so, the user must click the unsubscribe link appearing at the end of each Mavic newsletter, or send an unsubscribe request to contact@mavic.com, stating his full name and email address.

5. Charter on the privacy of minors

Mavic agrees not to collect information about or enter into transactions with minors less than 13 years of age. Nonetheless, as it is impossible to determine the user's age accurately, it may happen that Mavic collects information relating to users of less than 13 years of age.

Mavic strongly encourages parents and guardians to stay with their children while they use the internet, in order to take part in the activities offered by the sites. Mavic must ask that no minor (the age of majority being determined according to the user's country of residence) enters into a transaction or any other legal relationship except with the consent of the parents or guardians, save where this is permitted under local law.

Mavic agrees not to pass on any information about minors without the consent of their parents or guardians.

Such information may not be used for marketing or promotional purposes unless this has been explicitly stated during registration for a game or promotional offer.

6. Warning notice

Having regard to the nature of the internet, the user must bear in mind that generally, and despite the steps taken by Mavic, each time personal information is supplied online there is a risk of it being collected illegally.

Accordingly, the user acknowledges that Mavic cannot be held responsible for the possible consequences in any circumstances.

Nevertheless, the pages of the Mavic sites on which payment details can be entered have enhanced security.

Mavic uses SSL encryption, and has also reinforced its rearrangement and encryption procedures to protect all sensitive data relating to means of payment as effectively as possible.

7. Applicable law

These General Conditions have been drafted and shall be construed in accordance with French law as in force. In the event that one or more provisions of these General Conditions is declared void or ineffective, the other clauses will remain in force to the fullest extent.

In the event of a challenge, claim or dispute relating to these General Conditions, the parties will attempt to come to an agreed settlement. If the parties are not able to agree a settlement, the dispute will fall within the sole jurisdiction of the Annecy courts and the law applicable to these General Conditions will be French law.



8. Updating the General Conditions

Mavic reserves the right to amend or update the conditions of access to the sites as well as the General Conditions. Such amendments and updates apply to the user who, consequently, should refer to this section regularly in order to obtain the current General Conditions.

WE HOPE YOU ENJOY USING OUR SITES