

<b>GENERAL TERMS AND CONDITIONS OF USE</b> <b>ESH</b>
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## **I. Legal information**

The ESH 8<sup>th</sup> Translational Research Conference Myelodysplastic Syndromes virtual conference platform which is available by clicking [here](#) (hereafter the “**Website**”) and the Services defined herein are edited, exploited and supplied by European School of Haematology, the full contact details of which are available by clicking [here](#) (hereafter “**ESH**”).

The Website is hosted by CME Congresses, the contact details of which are available by clicking [here](#).

## **II. The purpose of the General Terms and Conditions of Use**

The purpose of these General Terms and Conditions of Use (GTU) is to define the conditions of use of the Website and of the Services available from March 29<sup>th</sup> to May 10<sup>th</sup>, 2022.

The Website is intended for healthcare professionals. The Content presented on this Website is intended for academic exchange among healthcare professionals only.

## **III. Complaints – Technical assistance**

ESH’s client service may be contacted via the following email address: [info@esh.org](mailto:info@esh.org)

## **IV. Definitions**

For the purposes herein, the terms beginning in the upper case, whether they are used in the singular or the plural, shall have the following meanings:

- **Content(s):** shall mean the content of any kind, in particular, textual data, visual data, photographic data, video data, data chat, etc., (such as conference, conference support, videos, scientific paper, etc..) belonging to the Scientific Contributor and/or to a Corporate Partner and posted on the Website via the Services by a Scientific Contributor and/or a Corporate Partner, under the responsibility of the Scientific Contributor and/or the Corporate Partner posting such Content;
- **ESH:** shall mean European School of Haematology, a not for profit institution, with its registered office located at 1 avenue Claude Vellefaux 75010 Paris, France, registered with the French National Registry for Association under the number W751074532;
- **Scientific Contributor:** shall mean any individual acting on their own behalf or on behalf of another individual, organization or other entity who can provide Content on the Website and interact with Users and/or any individual (including the director’s representative, subordinates, etc.) acting on behalf of a legal entity who can provide Content on the Website and interact with Users;
- **G.T.U.:** shall mean these General Terms and Conditions of Use;
- **Identification element:** shall mean email address of the User enabling him/she to access to the Services;
- **Corporate Partner:** shall mean commercial partner or exhibitor of ESH that can publish Content on the Website and interact with Users;
- **Personal Data:** shall mean the User’s personal data collected and processed by ESH in the context of the consultation of the Website, under the conditions and terms as defined in the Privacy Policy;

- **Privacy Policy:** shall mean the confidentiality policy and the Personal Data protection for Users implemented by ESH and accessible by clicking [here](#), which is an integral part of these G.T.U;
- **Services:** shall mean the functionalities and services, such as defined in Article VII made available to the Users and accessible from the Website, and for certain Services, following the registration ;
- **Specific Services :** shall mean the Services made available to the Users and accessible from the Website, following an ordering process and a payment detailed at article VIII;
- **User:** shall mean all the healthcare professionals including pharmaceuticals professionals, visiting the Website, whether they are registered as a participant or as a Scientific Contributor or as a Corporate Partner;
- **Website:** shall mean the Website, in particular, accessible from <https://myelodysplastic-syndromes-2022.esh.live/>;

## V. Scope of application, acceptance, and modification of the G.T.U.

The purpose of the G.T.U. is to define the conditions in which the Users may consult the Website and may benefit from the Services.

The access or use of all or part of the Website and/or Services implies the User's unlimited and unequivocal acceptance of these G.T.U.

These G.T.U. may be subject to modifications, and the conditions applicable are those in force and accessible on the Website on the User's date of access to the Website.

It is the User responsibility to check these G.T.U. periodically for changes.

## VI. Registration on the Website

### A. **Registration on the Website**

To benefit of some Services, it is necessary to be a healthcare professional and/or a pharmaceutical professional, and to fill out all the obligatory boxes in the forms used for the collection of the Personal Data necessary for registration and the use of the Services.

By completing the registration form on the Website, the User represents and warrants that he is fully apt to do so.

Similarly, the User guarantees ESH that his/her Personal Data is accurate, up-to-date, and complete concerning his/her identity and contact details. In particular, he/she undertakes to provide a genuine and valid email address, for which he/she is the owner.

The User also undertakes to update his/her Personal Data (in particular, his/her email address), as soon as there is any modification thereto, in order to ensure the accuracy of such information, by contacting ESH.

The User acknowledges that ESH reserves the right to audit his/her Personal Data, in particular, in the event of a third party report, and to suspend or cancel the User's access to the Services, including Specific Services, and therefore remove the possibility of access to the Website and benefit from the Services, including Specific Services, in the event whereby the User failed to respect these registration procedures and, in particular, if he/she provides false, inaccurate, incomplete Personal Data (for example he/she is not a healthcare professional and/or a pharmaceutical professional) or if such data has not been updated.

Under no circumstances shall ESH be held liable with regard to Users or third parties, for any error, omission or inaccuracy with regard to the Personal Data communicated by the User upon his/her registration, in the same manner as for updates made by the User.

The equipment enabling access to the Website and all the telecommunication expenses incurred through their use, shall be assumed by the User. Accordingly, the User shall take all the appropriate measures to protect his/her Personal Data, information and/or software from any corruption by any virus, in particular, resulting from the Internet network.

## **B. Identification elements**

The Identification elements are strictly personal; the User undertakes to ensure that they remain confidential and not to disclose them to third parties. The User is the only party authorized to access and make use of the Services with the assistance of his/her Identification elements.

Any access to the Services with the User's Identification elements is automatically deemed to have been made by the latter and under his/her responsibility.

Accordingly, in the event of loss, theft, or any fraudulent action with regard to the Identification elements, the User shall be responsible for informing ESH as soon as possible and shall also provide proof of his/her identity by any means upon providing such information.

Upon receipt of a duly justified notification, ESH shall send an email to the User enabling him/she to update his/her Identification elements and the latter must ensure their absolute confidentiality.

If ESH has a legitimate reason to believe that the Website security has been violated and/or that a malevolent use of all or part of the Services would be due to an unauthorized use of the Identification elements of one or several User(s), ESH may temporarily suspend the access to the Services, including Specific Services, to protect the integrity of the Website and the data, and if necessary, require that the User modify his/her Identification elements, following ESH's instructions.

## **VII. Description of Services**

ESH shall make available to the Users, via its Website, after registration and subject to the prior acceptance of these G.T.U. an access to a certain number of Services, including Specific Services, enabling him/she to search and/or consult Contents created and/or provided by Scientific Contributors and/or Corporate Partners.

All the Services, including Specific Services, provided by ESH and made available to the User are mentioned on the Website.

### **1. Messaging System**

Any User may contact another User and/or Scientific Contributor and/or Corporate Partner by using the messaging system on the Website, the messaging system is accessible, in particular, from "*Exhibition and ePoster Hall*" page.

User undertakes that the messaging system may be open, and anyone may read exchanges between Users and Scientific Contributors and/or Corporate Partner.

Furthermore, when using messaging system to interact with Scientific Contributors and/or Corporate Partners, User undertakes that he might need to share his/her name, email, the name of the institute or company (s) he/she works for/represents, and his/her country of origin.

When the messaging system is not open ESH respects the privacy of correspondence. The privacy includes the content of the messages exchanged from the messaging system, the correspondents' identities and, as the case maybe, the message titles and the documents attached thereto.

ESH may nonetheless communicate all or part of the messages exchanged with the assistance of the messaging system if required by a competent court or administrative authority.

In this regard, the User shall be informed, and acknowledges and accepts that ESH is entitled to a continuous right of access to the messages exchanged between User and Scientific Contributors and/or Corporate Partner, in particular to report any non-respect of these G.T.U.

User undertakes only to use the messaging system for the purposes of public correspondence exchanges and undertakes not to use such Service to send unsolicited or unauthorized emails (“spamming”), for any intrusion into I.T. systems, any unlawful transfer of information or documents and, more generally, undertakes not to accomplish any unlawful acts via such Service.

Courtesy is a key factor for any electronic messages exchanged on the Website.

## 2. **Specific Services**

All Users have the possibility to access the Specific Services on an unlimited basis during the entire period of access and validity of the Services, subject to effective payment by the User of the price of these Specific Services following their registration and a payment according to article VIII.

All Specific Services are detailed on the Website.

Among the Specific Services, ESH offers the Users to access of some specific Contents and/or to use a specific messaging system.

## **VIII. Access and availability of the Services**

ESH shall make its best endeavors to make the Services available every day and round the clock 24/7, regardless of any maintenance operations for such Services and/or on the Website.

Nevertheless, ESH reserves the right to suspend the access of all or part of the Services for maintenance works and/or upgrades. Such discontinuation of Services and/or the Website shall firstly be notified to the User, insofar as possible for ESH, in particular, by disclosing a warning message on the Website. In the event of an emergency, ESH nonetheless reserves the right to partially or totally suspend, all or part of the Services and/or access to the Website, for a reasonable period, to carry out any technical operation that may be required. Such discontinuation of Services and/or the Website may not give rise to any indemnification for the benefit of the User.

In this regard, ESH is obliged to adhere to a best effort obligation

ESH, which ensures the technical service enabling the user to use the messaging system, is only subject in this regard, to a best efforts obligation, and shall not be held liable for any failure and/or delay in sending or the receipt of messages and the User's use made of the messaging system shall not bind ESH.

### 1. **Ordering process of the Specific Services**

The User must go to the Website and subscribe for an access to the Specific Services in the appropriate sections of the Website.

The User expressly accepts the GTU by ticking the corresponding box.

The User pays, by Paypal, the price displayed on the Website, which is in euros and all taxes included, of the Specific Services.

Payment is made through a secure platform, Paypal, which is managed by a third-party company. In this context, ESH does not have at any time the User's payment information and cannot be held responsible in case of fraudulent use of the payment methods used.

The subscription to the Specific Services by the User will only be definitive once the User has actually paid for it.

## 2. Confirmation of a subscription by ESH

Any subscription to the Specific Services made by a User on the Website is subject to immediate written confirmation by ESH, sent by e-mail to the User.

## **IX. Warranties – Liabilities**

### **a. The User's warranties**

Upon accessing the Website, the User represents, warrants, and undertakes to:

- respect deontology or the ethical rules of healthcare profession;
- access and use the Website and/or the Services in good faith, reasonably and in a manner that is not contrary to these G.T.U;
- not to use mechanisms or software other than those provided by ESH intended to i) affect or attempt to affect the proper functioning of the Website and/or the Services ii) or extract, modify, consult, even in the buffer or temporary memory, or for personal use, all or part of the Website and/or Services and/or Contents ;
- not to access and/or use the Website and/or Services and/or Contents for unlawful purposes and/or with the intention of causing a prejudice to ESH's reputation and/or image and/or that of the Users/ Scientific Contributors/ Corporate Partners, or more generally, violate any of ESH's and/or third party's rights, including those of Users/Scientific Contributors/ Corporate Partners, and, in particular, intellectual property rights;
- not to post content on the Website and/or with the assistance of the Services that promote politic, hatred or violence, threats, promote pornography for pimping, proselytism or content that includes nudity or free violence, in the same manner as for any liability action and/or intimidate and harass other Users/ Scientific Contributors/ Corporate Partners and/or to propose competitions or lotteries ("promotions"), without ESH's prior written consent;
- not to obtain information concerning the Users/ Scientific Contributors/ Corporate Partners, the Content posted, with the assistance of automated methods (such as robots, spiders, etc.);
- not to commercialize the Services and/or Contents and/or access to the Services and/or the Website directly or indirectly;
- not to reuse, or exploit all or part of the Website and/or the Services and/or Contents therein, in particular for commercial and/or collective and/or personal purposes in any form and/or media that has not been authorized by ESH and/or Scientific Contributors and/or Corporate Partners;
- not to reproduce, represent all or part of the Website and/or the Services and/or Contents for personal purposes beyond those of the legal exceptions provided, in particular, under the French Intellectual Property Code, or with a view to the direct or indirect commercialization, in particular with third parties;
- not to limit the access and use of the Website and/or Services;
- not to modify, including in the buffer or temporary memory, any mention or element on the Website and/or the Services;
- ensure that the use of the Website and/or the Services does not affect or compromise the stability, security and quality of the Website and/or the Services, networks, bandwidth or ESH's infrastructures, for the other Users/ Scientific Contributors/ Corporate Partners and/or third parties.
- not to violate the provisions of Articles 323-1 to 323-7 of the French Criminal Code, which sanctions "hacking" activities;
- not to download viruses or other malevolent codes to the Website;
- not to use and/or exploit the electronic and/or postal addresses of other Users/ Scientific Contributors/ Corporate Partners for any uses other than for the use of the Services and/or the Website, in particular, with a view to a solicitation mailing and to undertake not to participate in "spamming" activities ;
- not to have several registrations: the User undertakes only register one time. If ESH withdraw the User access to all or part of the Services in the event of the non-respect hereof, the User undertakes not to do a new registration (with another email for example) without ESH's prior authorization;

- not to have several subscriptions to the Specific Services. If ESH withdraw the User access to all or part of the Specific Services in the event of the non-respect hereof, the User undertakes not to do a new subscription to the Specific Services without ESH's prior authorization;
- not to use the Website and/or the Services upon the impersonation of a third party's identity, including a legal entity (such as ESH) or by wrongfully alleging to legally represent a third party, including a legal entity (such as ESH);

User agrees that the statute of limitations for any claim against ESH shall be brought within one (1) year from when the claim arose, and any claims not brought within such period shall be deemed waived.

#### **b. ESH's warranties**

ESH makes available to the User, via its Website, an access to a certain number of Services to accompany the latter in his/her interactions with the Scientific Contributors and/or Corporate Partners.

ESH is not involved in the relations, in particular, legal relations, between the Users and the Scientific Contributors and/or Corporate Partners or between the Scientific Contributors, and the Users must accomplish the standard verifications, in particular of a legal nature, prior to entering into any agreement with an Scientific Contributor and/or a Corporate Partner, to which they are solely committed.

The User acknowledges that ESH, as the host of the Content posted by the Scientific Contributors and/or Corporate Partners, shall not exercise any control *a priori* on the Content provided to the User via the Services accessible on the Website and that ESH is not required by any general surveillance obligation on the Content posted on the Website.

The User accepts and acknowledges that ESH may not guarantee:

- that the Content are compliant to his/her expectations and searches;
- the veracity, comprehensiveness and/or compatibility of the Content which are posted by the Scientific Contributors and/or Corporate Partner on the Website under their responsibility and hosted by ESH.
- the quality of the interactions with the other Users and/or Scientific Contributor and/or Corporate Partner, or even the rapidity with which they are provided by the latter;
- and more generally, the User's specific requirements.

As it only has the role of host for the content accessible online, within the meaning of the provisions of the law for confidence in the digital economy, no.2004-575 dated June 21, 2004, ESH may only intervene in the Content posted online in the context of the Services if an unlawful use has been reported by a User via the following email address: [info@esh.org](mailto:info@esh.org).

In the event of notification by a third party who considers that any Content, posted on the Website is evidently unlawful, including by any search warrant by a competent court authority, ESH reserves the right to automatically delete all or part of the Content posted on the Website, which would violate these G.T.U. or which would be evidently unlawful.

The User acknowledges and accepts that if he/she presents Content posted by an Scientific Contributor and/or Corporate Partner as being unlawful with the sole intention of obtaining its deletion or the cessation of its posting online, whereas he/she is aware that this is not the case, he/she may be subject to a criminal penalty.

The Website can be accessed from various countries around the world and may contain references to Contents that have not been announced in a country of a User. These references do not imply that the Scientific Contributor and/or Corporate Partner intends to announce such Content in this country.

## **X. Suspension of the Services**

ESH reserves the right to delete messages which are sent as a mailing by a User via the messaging system, in order to ensure that correct use can be made of this service by all the other Users.

ESH may also suspend the User's visibility if they make an automated use of the Services. A presumption of an automated use of the Website exists when the User posts content at a rate which is impossible to be made physically or manually.

Furthermore, in the event of non-compliance with any of the obligations on these G.T.U, without this list being exhaustive, the User acknowledges and accepts that ESH shall be entitled to cancel the access to all or part of the Services, including Specific Services, and/or the Website, without this suspension and/or cancellation resulting in any indemnity. ESH shall inform the User by email.

In the event of non-compliance with any of these obligations, without this list being exhaustive, the User shall be informed that ESH shall be entitled to unilaterally refuse or suspend access to all or part of the Services, including Specific Services, and/or the Website and without any prior notification.

## **XI. Limitation of liability**

The User is solely liable for the use that he makes of the Website, and for the Services which he/she accesses on the Website.

ESH may under no circumstances be held liable in the context of any proceedings initiated against the User, who has made an incorrect use of the Website and/or the Services.

The User acknowledges and accepts in this regard that he/she shall be personally responsible for any complaint or proceedings filed against ESH, due to his/her non-compliant use of the Services and/or the Website.

ESH may not be held liable in the event of the non-respect of the legislation of a foreign country where the use of the Services and/or downloads was accomplished.

In any event, ESH may not be held liable:

- in the event of an unavailability of Services for reasons such as a default in the public electricity network, a default in the telecommunications cables, a loss of connection to the Internet network due to public or private operators, in particular, the User, for any reason whatsoever, in particular strikes, storms, earthquakes or any *force majeure* event;
- in the event of the use of the Website and/or the Services by any User and/or Scientific Contributor and/or Corporate Partner under conditions that were non-compliant to these G.T.U;
- within the limits of the applicable legislation, for any indirect damage, including, in particular, the loss of profit, data or any other loss of intangible assets, and even if ESH was informed of the potential damages that could result from (i) the use or the impossibility to use the Website and/or the Services (ii) following access to the Website and/or Services by an unauthorized User.

ESH may not be held liable for any dysfunction of any kind whatsoever relating to the User's I.T. equipment and his/her Internet access connection, upon access to the Website and, more generally, to the Services.

More particularly, ESH shall not guarantee Services to the User concerning any problems of access speed to the Website and/or Services and/or speed of the User's computer buffer memory for the Content accessible via the Services, which may be encountered by the User.

As it only has the role of host for the content accessible online, within the meaning of the provisions of the law for confidence in the digital economy, no.2004-575 dated June 21, 2004, ESH declines any liability with regard to the reliability and/or relevance and/or User understanding of the Contents provided by the Scientific Contributors and/or the Corporate Partners which have been posted online under their exclusive responsibility.

ESH does not endorse the remarks, diagnosis, or advice found in the Content transmitted by Scientific Contributors and/or the Corporate Partners among themselves or published on this platform.

ESH does not verify or control the reliability, relevance or accuracy of the Content transmitted by Scientific Contributors and/or the Corporate Partners.

ESH's activity is limited to facilitating the connection between Users and Scientific Contributors and/or Corporate Partner. Its liability may under no circumstances be incurred in the context of any relations, agreements and discussions between Users and Scientific Contributors and/or between Users and Corporate Partners.

ESH is also a third party to the correspondence and relations between the Scientific Contributors and the Users and/or between the Users and the Corporate Partners, which, accordingly, excludes any liability in this regard.

## **XII. Force majeure**

ESH may not be held liable if the performance of one of its obligations is prevented or delayed due to a *force majeure* event such as defined by the case law of the French courts, and, in particular, natural disasters, pandemic, fires or a disruption or interruption of the telecommunications or electricity network.

## **XIII. Intellectual Property**

### **A. Website copyright**

ESH is the holder or the license holder of the intellectual property rights both for the general structure of the Website and its content (texts, slogans, graphics, images, videos, photos, programs and other content), at the exclusion of any Content posted by the Scientific Contributor and/or Corporate Partner. Accordingly, any representation, reproduction, modification, misrepresentation and/or total or partial exploitation of the Website and/or Services by any process whatsoever and on any support medium whatsoever, without ESH's express and prior authorization, is prohibited and constitutes an infringement of copyright.

On the same way, any representation, reproduction, modification, misrepresentation and/or total or partial exploitation of the Contents by any process whatsoever and on any support medium whatsoever, without express and prior authorization of the author of such Content, is prohibited and constitutes an infringement of copyright.

Furthermore, any unauthorized exploitation of the Website and/or Services and/or Content shall incur the User's criminal and civil liability based on the infringement of copyright.

The User acknowledges and accepts that the access to the Website and/or Services made available by ESH may not include any assignment or license of intellectual property rights (in particular, copyright) and other personality rights (right of image, privacy) for the benefit of the User.

The access to the Website and the Services is exclusively limited to the User's private and personal use in the conditions and limits defined herein.

### **B. Distinctive signs**

Trademarks, logos, company names, logos, commercial names, signs and/or domain names belonging to ESH and/or its Corporate Partners and/or Scientific Contributors mentioned on the Website, enabling access to the Services made available by ESH, constitute distinctive signs that are not entitled to be used without the prior and express authorization from their copyright/trademark holder.

Accordingly, any representation and/or reproduction and/or partial or total exploitation of these distinctive signs is prohibited and constitutes an infringement of trademark, impersonation of a company name, commercial name and domain name incurring the perpetrator's civil tortious liability.



### **C. Hypertext links**

The hypertext links accessible on the Website and/or in the context of the Services, from other Websites and generally to other existing resources on the Internet shall not incur ESH's liability.

In this regard, given the evanescent nature of the content which may be posted on the Websites to which such hypertext links are routed, ESH's liability may not be incurred in the event whereby the content on such third-party Website violated the applicable legal and/or regulatory provisions.

The User may under no circumstances setup hypertext links to the Website pages, enabling access to the Services and by any technical process used to circumvent the User's login identifiers or to exhaust all or part of the Service content made available by ESH.

The "*framing*" technique is prohibited, without the prior and express approval from ESH.

### **D. Databases**

The User irrevocably acknowledges that the Website and the Services, including the structure and/or the sequencing of Content, are constituted from one or several databases made available by ESH to the Users as producer of such databases within the meaning of the provisions of Articles L.341-1 *et seq.* of the French Intellectual Property Code.

Accordingly, in accordance with the provisions of Article L. 342-1 of this Code, the User undertakes not to proceed with the following:

- the extraction by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of one or several databases accessible on the Website and/or the Services, including the structure and/or the sequencing Content onto another support medium, by any means and under any form whatsoever, including for the use and consultation by a media and/or a process that is not authorized by ESH;
- the reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the content of one or several databases accessible on the Website and/or the Services, including the structure and/or the sequencing of the Content, regardless of the form, including by a hypertext link, media and/or a process that is not authorized by ESH;
- the constitution, edition, maintenance, update, import, export, the availability to third parties, whether gratuitously or in return for remuneration, and the participation in the aforementioned acts, of a competitor database resulting from all or part of one or several of ESH's databases;
- the visualization on a screen by another process or media than those for which ESH intends to disseminate the Website and Services, including the structure and/or sequencing of the Content;
- generally, any extraction, use, storage, reproduction, representation or retention, directly or indirectly, in full or in part, including on a buffer or temporary memory, of a qualitatively or quantitatively substantial part of the content of one or several of ESH's databases, accomplished by one of the processes referred to above is strictly prohibited, including by a media that is not authorized by ESH.

### **E. Service Content**

The User acknowledges and accepts that the access to the Website and the Services, including Specific Services, made available to him/her by ESH may not include any assignment or license of the intellectual property rights (in particular, copyright) and other rights for his/her benefit.

The User acknowledges and accepts that the private and personal use which he/she is granted by ESH for the access to its Services, including Specific Services, excludes, in particular, the access to Services with a view to the collective use of its content, reproduction, representation, resale, exchange, lease, transfer to a third party, modification, adaptation or correction, whether gratuitously or in return for remuneration, of all or part of the Website, Services and their content.

## **XIV. Protection of Personal Data**

The User's Personal Data is collected and processed by ESH, in accordance with the Privacy Policy, accessible [here](#) and which forms an integral part hereof.

## **XV. Miscellaneous Provisions**

### **A. Correspondence - Proof**

Unless expressly stated herein, the correspondence exchanged between ESH and the User is mainly sent by email.

In accordance with Articles 1366 *et seq.* of the French Civil Code, the User acknowledges and accepts that the information issued by ESH by email and/or by the Services and/or by the Website shall prevail between himself/herself and ESH.

The elements such as the moment of receipt or issuance, and the quality of the data received shall prevail by priority such as mentioned on the aforementioned support mediums, or as authenticated by ESH's electronic procedures, unless written proof is provided to the contrary by the User.

The extent of the proof of the information issued on the Website is considered as an original, the same as for a written and duly signed paper document.

### **B. Integrity of the G.T.U.**

These G.T.U. express all the obligations for ESH and the User relating to their purpose. If one of the parties does not assert the non-compliance by the other party, to any one of the obligations referred to herein, it may not be subsequently interpreted as a waiver to such obligation.

### **C. Partial Invalidity**

In the event whereby one or several of the stipulations herein were to be considered as invalid, void, or declared as such in accordance with a law, regulation or following a final court decision with *res judicata*, the other stipulations shall retain their full force and effect and shall remain fully applicable, unless the invalid stipulation(s) were of a substantial nature and accordingly their deletion would call into question the contractual equilibrium.

### **D. Titles**

In the event of any difficulties with the interpretation between any of the titles mentioned in the clauses herein, and one of the clauses, such titles shall be declared inexistent.

## **XVI. Applicable law and dispute resolution**

These G.T.U. are subject to French law.

In the event of any dispute that may occur in relation to these G.T.U, their interpretation and consequences or with any addendums or modifications thereto, the User shall meet with ESH in order to try and reach an amicable solution. Any complaint made to ESH must be made in writing.

Upon failure to reach an amicable settlement, the User may decide to refer his/her claim before the competent French courts.

IN THE EVENT OF A DISPUTE RELATING TO THE WEBSITE AND/OR THE SERVICES, THE INTERPRETATION, VALIDITY AND PERFORMANCE HEREOF, AND UPON FAILURE BY THE PARTIES TO REACH AN AMICABLE AGREEMENT, EXPRESS JURISDICTION IS GRANTED TO THE COMPETENT COURTS OF THE PARIS COURT OF APPEAL.