

## **TERMS OF SERVICE**

**Effective as of 06/29/2021**

The purpose of these general conditions of use is to provide a legal framework for the terms and conditions for making the site available.

and services by “Marine Manuals” and to define the conditions of access and use of the services by **the “User”**.

These general conditions of use are accessible on the site in the “general conditions of use” section.

Any registration or use of the site implies acceptance without any reservation or restriction of these general conditions of use by the user.

When registering on the site via the Registration Form, each user implicitly accepts these general conditions of use

In the event of non-acceptance of the general conditions of use stipulated in this contract, the User must renounce access to the services offered by the site.

<https://manuels-moteurs-hors-bord.com/> reserves the right to modify unilaterally and at any time the content of these general conditions of use.

## **ARTICLE 1: LEGAL NOTICES**

Editing the site <https://manuels-moteurs-hors-bord.com/> is insured by the company “ENI Marine Manuals”

registered at: Autoridade Tributária e Aduaneira (AT) de Angra do Heroísmo Rua de Sé - Edifício Banco de Portugal - 9700-191 Angra Heroísmo – Azores - Portugal under the NIF number 281283940, whose head office is located at:

Ladeira Sao Bento 23 - 9700-179 Angra Heroísmo – Azores - Portugal Telephone number 911 701 004

Email address: [infos@manuels-moteurs-hors-bord.com](mailto:infos@manuels-moteurs-hors-bord.com)

The host of the site <https://manuels-moteurs-hors-bord.com/>

is the company: HOSTINGER operations, UAB,

Whose registered office is located at:

Svitrigailos str.34, Vilnius 03230 Lithuania, With the telephone number: +37064503378.

## **ARTICLE 2: ACCESS TO THE SITE**

The site <https://manuels-moteurs-hors-bord.com/> allows the User free access to the following services:

Marine Engines and Marine Electronics Technical Manuals Database

The site is accessible free of charge anywhere to any User with Internet access.

All costs incurred by the User to access the service (computer hardware, software, Internet connection, etc.) are their responsibility.

The non-member User does not have access to the reserved services. To do this, he must register by filling out the form. By agreeing to register for the reserved services, the Member User undertakes to provide sincere and accurate information concerning his contact details, in particular his e-mail address.

To access the services, the User must then identify themselves using their username and password which will be communicated to them after registration. Any regularly registered Member User may also request unsubscription. This one will be effective within a reasonable time.

Any event due to force majeure resulting in a malfunction of the site or server and subject to any interruption or modification in the event of maintenance, does not engage the responsibility

of <https://manuels-moteurs-hors-bord.com/>

In these cases, the User therefore agrees not to hold the publisher responsible for any interruption or suspension of service, even without notice.

The User has the option of contacting the site by email at the editor's email address provided in ARTICLE 1.

## **ARTICLE 3: DATA COLLECTION**

The site ensures that the User collects and processes personal information in compliance with privacy in accordance to current regulations relating to computing, files and freedoms. The user has a right of access, rectification, deletion and opposition of his personal data. The User exercises this right:

## **ARTICLE 4: INTELLECTUAL PROPERTY**

The brands, logos, signs as well as all the contents of the site (texts, images, sound, etc.) are subject to a protection

by the Intellectual Property Code and more particularly by copyright.

## **ARTICLE 5: LIABILITY**

The sources of the information published on the site <https://manuels-moteurs-hors-bord.com/> are deemed reliable but the site does not guarantee that it is free from defects, errors or omissions.

Despite regular updates, the site <https://manuels-entreprises-marins.com/> cannot be held responsible for the modification of administrative and legal provisions occurring after publication. Likewise, the site cannot be held responsible for the use and interpretation of the information contained on this site.

The User ensures to keep his password secret. Any disclosure of the password, whatever its form, is prohibited. He assumes the risks linked to the use of his username and password. The site declines all responsibility.

The site <https://manuels-moteurs-hors-bord.com/> cannot be held responsible for possible viruses which could infect the computer or any computer equipment of the Internet user, following use, access, or downloading from this site.

The site cannot be held liable in the event of force majeure or the unforeseeable and insurmountable act of a third party.

## **ARTICLE 6: HYPERTEXT LINKS**

Hypertext links may be present on the site. The User is informed that by clicking on these links, he will leave the site <https://manuels-entreprises-marins.com/>. The latter has no control over the web pages on which these links lead and cannot, under any circumstances, be responsible for their content.

## **ARTICLE 7: COOKIES**

The site <https://manuels-moteurs-hors-bord.com/> do not use any data recording or navigation cookies,

all cookies present on the user's computer, tablet or smartphone are generated by the navigation system

of the user and not by the site <https://manuels-moteurs-hors-bord.com/>

## **ARTICLE 8: APPLICABLE LAW AND COMPETENT JURISDICTION**

Portuguese legislation applies to these general conditions of use.

In the event of failure to amicably resolve a dispute between the parties, the Portuguese courts will have sole jurisdiction.

For any questions relating to the application of these general conditions of use, you can contact the publisher using the contact details listed in ARTICLE 1.