

GENERAL TERMS AND CONDITIONS OF USE

Effective Date: August 2021

The Fondation d'entreprise Hermès (hereinafter referred to as the "Fondation"), a corporate Foundation governed by application of Act no. 87-571 of 23 July 1987 on the development of sponsorship, publishes the website www.fondationdentreprisehermes.org (hereinafter referred to as the "Website").

The use of the Website is subject to the present general terms and conditions of use (the "General Terms & Conditions of Use"). The use of the Website implies that users have read, understood and agreed unconditionally with the present General Terms & Conditions of Use.

The Fondation d'entreprise Hermès may amend and/or update the General Terms & Conditions of Use at any time without notification. In such case, the amended and/or updated version of General Terms & Conditions of Use will be deemed read, understood and agreed with when using the Website and will consequently apply.

In order to ensure a use of the Website compliant with the General Terms & Conditions of Use, we recommend that users frequently visit the present section. Users may access the General Terms & Conditions of Use at any time, through the dedicated link. Users also may download the present General Terms & Conditions of Use using the following [link](#).

1. Service description

The Website's purpose is to display and provide any user with information relating to the Fondation d'entreprise Hermès activities, including to the diverse programmes implemented by the latter (Exhibitions, Artists' Residencies, Manufacto and Skills Academy, etc.), as well as to the main values and projects guiding the Fondation's activities.

The Website displays a dedicated section allowing users to submit applications for the Fondation's programmes and trainings, as well as a press section. When users submit an application through the dedicated section, they provide the Fondation d'entreprise Hermès with personal information, including their identity and contact details. Some of this information is consubstantial to the examination of the application. For examination and further proceeding of the application, the Fondation d'entreprise Hermès may access and process this personal information. In such cases, these processing operations will be governed by the [Website's Privacy Policy](#).

If they wish to be updated with the latest information relating to the Fondation d'entreprise Hermès, users are free to sign up for the Fondation's newsletter, within the dedicated section.

The complete Website map is accessible using the following [link](#).

2. Confidentiality & security

The [Website's Privacy Policy](#) governs the access and processing of personal data the users have agreed to provide to the Fondation d'entreprise Hermès when using the Website.

3. Intellectual property

All material, including, without limitation, drawings, designs, illustrations, photographs, soundtracks, written texts, logos and trademarks, displayed within the Website are the Fondation's exclusive property. With exception to the exemptions expressly provided for in the General Terms & Conditions of Use, users may not reproduce by any means or process, totally or in part, distribute, publish, transmit, create derivative works based on, modify or sell any such material contained on the Website.

The trademark, the corresponding image trademark, the Fondation's denominations and logos and the Fondation's programmes denominations, whether registered or not, as well as the Website's domain name, are and will remain the Fondation d'entreprise Hermès exclusive property. Any reproduction, distribution, transmission, modification or use of the abovementioned elements for any purpose without the Fondation's prior, express agreement of is strictly prohibited.

Users may not remove any copyright, trademark or other proprietary notice contained on the Website or any content contained therein. Users may make a single copy of web pages published on the Website for their own private, personal and non-commercial use, provided that any copy of such web pages shall retain all copyright and other proprietary notices contained therein.

Users may not implement hypertext links to the Website or any link, notably by means of foreclosure techniques, without the Fondation's prior written authorization.

When applying to the Fondation's programmes, users may be invited to communicate material (egs. file containing the project) to which intellectual property rights may be attached. In such cases, users authorize the Fondation d'entreprise Hermès to use the said material within the strict framework of examining and proceeding the applications.

4. Linking

The Website may contain links to third party websites, including websites not operated and/or published under the Fondation's control. Such links are provided for users' convenience only and should not be interpreted as an express or implied endorsement of such third party websites or any products or services offered thereon.

5. Limitation of liability

The Fondation shall not be liable to the users or any third party for any indirect, incidental, special or consequential damages, including, without limitation, loss of profits or other intangible losses arising out of or in connection with the use or inability to use the Website. This limitation of liability will apply to the fullest extent permitted by law.

6. Disclaimer

The Fondation d'entreprise Hermès cannot warrant or represent:

- that the Website is free from viruses, worms, trojan horses or other destructive material;
- that the information contained on the Website is accurate, complete and/or up to date.

The Website may contain technical inaccuracies or other defects. The Fondation d'entreprise Hermès does not guarantee that any such defects will be corrected. The Website and its content are displayed on an "as is" and "as available" basis. The Fondation d'entreprise Hermès expressly disclaim all warranties of any kind, whether express or implied, including without limitation, the implied warranties of compliance appropriation of the Website or of its contents intended to a usual use or a specific use, of its quality or lack of infringement to ordinary statement from them. This limitation of liability will apply to the fullest extent permitted by law.

7. Independence of the clauses

The illegality, nullity, or inapplicability of any of the obligations or provisions set forth within the present General Terms & Conditions of Use shall not in any way affect the legality, validity or enforceable nature of the other obligations set forth hereon.

8. Governing law and jurisdiction

These General Terms and Conditions of Use shall be governed by and construed in accordance with French law. In the event of a discrepancy between the General Terms and Conditions of Use in the English language and the General Terms and Conditions of Use in French, the latter shall prevail.

In the event of a dispute, the French courts shall have exclusive jurisdiction and users hereby agree to submit to the exclusive jurisdiction of such court. The Fondation d'entreprise Hermès reserves the right to seek and obtain injunctive or other equitable relief to protect its rights.