Terms of Use

Preamble

Use of the NUTRIBIOTEK corporate website (hereinafter the “Website”) implies full and complete acceptance by the internet user (hereinafter the “User” or “Users”) of these general terms of access to and use of the Website (hereinafter the “Terms of Use”).

The term “Use” refers to any consultation, search or download of any element of the Website. The terms “Publisher”, “NUTRIBIOTEK” or “We” are used to refer to NUTRIBIOTEK, its schools and departments.

Updates

NUTRIBIOTEK reserves the right to modify and update the Website and the Terms of Use at any time. Each modification of the Terms of Use will be the subject of a dated and referenced version. The new version may be consulted on the Website. In this case, the date of the last update indicated on the Website will be modified.

Any modification takes effect immediately upon its publication on the Website. If the User continues to use the Website after the modifications have been published, this constitutes acceptance of these modifications. These modifications and updates are binding on the User, who must therefore refer regularly to this section to check the version in force.

Job applications

NUTRIBIOTEK considers recruitment to be the first step of an integration process. Each position for which NUTRIBIOTEK recruits leads it to set up specific selection stages, the objective always being the same: to identify the match between a person and a position. The stages of the recruitment process will be defined and organised in a dedicated section/tab (under construction on the Website).

Pricing

Access to the Website is free of charge, excluding the cost of internet access providers and the cost of telephone communications, which are billed directly by telephone operators.

Limitation of Liability

The details, presentations, documents and information (hereinafter the “Information”) communicated on the Website are provided in good faith, for information purposes only and without warranty of any kind, as errors and omissions may occur. They therefore cannot engage the liability of NUTRIBIOTEK. They may be modified or updated by NUTRIBIOTEK without prior notice.

The User uses the Website under their sole and entire responsibility. The User is deemed to have accepted the legal notices of the Website as well as these Terms of Use by the mere fact of consulting the Website. Under no circumstances shall NUTRIBIOTEK and its departments guarantee the completeness, precision or

accuracy of this Information, or be held liable for any omission relating to the Information, nor be held liable for any direct and/or indirect damage, whatever its causes, origins, nature or consequences, whether accidental or special, resulting from the content or Use of the Website and/or of any of the links and addresses related to it (including access to, or the inability of Users to access, the Website or any of these links, as well as any use that may be made of this Information), and in particular, without limitation, any operating loss, financial or commercial loss, or loss of programs and/or data, in particular in the information system of the User of the Website.

The User fully assumes the risks related in particular to the importance and credit they give to the Information. The Information is provided on condition that the User or any other person receiving it is able to determine its relevance for a specific purpose before using it. Under no circumstances shall NUTRIBIOTEK be liable for any damage that may result in particular from the importance given to this Information or from its Use, in particular for private or professional purposes. This Information must not be considered as recommendations for the Use of information, products, procedures, equipment or formulations that would conflict with a patent, copyright or registered trademark. NUTRIBIOTEK disclaims all liability, express or implied, should the Use of this Information infringe a patent, copyright or registered trademark. NUTRIBIOTEK categorically rejects any interpretation that would equate the content of the Website with offers to purchase or inducements to acquire shares or other securities, listed or unlisted, of NUTRIBIOTEK, its schools and its direct or indirect departments.

No warranty, express or implied, is given as to the merchantability of the Information provided, its fitness for a particular purpose, or the products or services referred to in this Information. Under no circumstances does NUTRIBIOTEK undertake to update or correct the Information published on the Website.

With regard to simulations that may be carried out on the Website, NUTRIBIOTEK reminds Users that they have no legal value. These simulations are based on the information entered by Users in the relevant modules and are provided for information purposes only.

NUTRIBIOTEK does not guarantee that the Website will operate without interruption or that the servers giving access to it and/or the third-party sites to which hyperlinks appear are free of viruses. Furthermore, NUTRIBIOTEK cannot under any circumstances be held liable for any loss or deterioration of the User’s data.

Cookies

Users are informed that, when they visit the Website, a browsing tracking mechanism may be implemented. They have a right of access to, withdrawal and modification of the personal data communicated through tracking techniques. Their visit to the NUTRIBIOTEK Website results in the creation of a session cookie (hereinafter the “Cookie(s)”) which records information relating to their computer’s browsing on the Website (pages viewed, date and time of the visit, etc.), which NUTRIBIOTEK may read during the users’ subsequent visits.

During any visit to the Website, the pages viewed by the User result in the creation of a session Cookie which is downloaded by the User's computer. Cookies are small files containing text, which allow a server to recognise a computer and therefore to know whether the computer (and probably the User) has already visited the Website. If the computer reconnects to the Website, the Website will look for and use these Cookies, or "tracers", left on the hard drive during the previous visit.

Cookies themselves do not make it possible to identify a User, but only the computer they are using. Cookies are limited to recording the parts of the Website that the computer in question has visited and the time spent there. The User is free to refuse the recording of Cookies by configuring their browser as described below. However, by refusing Cookies, it will be impossible to provide the User with certain personalised services, and this may slow down or prevent access to certain parts of the Website.

The User is informed that, during their visits to the Website, a Cookie may be automatically installed on their browser software and temporarily stored in the memory of their hard drive. This information is used to provide an optimal service. Cookies are thus used to:

- record information about the user's browsing on the Website in order to direct them to the most suitable content;
- measure the number of visits to the Website.

Under no circumstances are Cookies intended to exploit personally identifiable information concerning the persons connected to the Website.

The User acknowledges having been informed of this practice and authorises NUTRIBIOTEK to use it. The User may deactivate the Cookie through the settings of their browser software, in particular by modifying the options of the browser software on their computer ("Edit/Preferences" section in Netscape Navigator 6.2, "Tools/Internet Options" section in Internet Explorer, "Tools/Options" section in Mozilla Firefox and "Safari/Security" section in Apple Safari).

Intellectual property

NUTRIBIOTEK owns all the domain names relating to "NUTRIBIOTEK" and those of its departments. The Website as a whole, as well as the elements that make it up, are works of the mind protected by the laws in force, in particular with regard to intellectual property. All data, including texts, site structure, software, animations, photographs, illustrations, diagrams, graphic representations, logos, sounds, images, information and databases where applicable, appearing on the pages of the Website are the exclusive property of NUTRIBIOTEK. Any reproduction, representation or distribution, in whole or in part, of the content, as well as any extraction, even partial, of the databases of the Website, on any medium or by any process whatsoever, is prohibited. Failure to comply with this prohibition constitutes an infringement that may engage the civil and criminal liability of the infringer or of the User.

Unless otherwise stated, the company names, logos, products and brands

mentioned on the Website (® and ™ products) are trademarks registered by NUTRIBIOTEK. Any total or partial reproduction of these trademarks and logos for any purpose whatsoever, and in particular for advertising or commercial purposes, made from elements of the Website without the prior written consent of the trademark owner is prohibited, in accordance with the provisions of articles 154 and 155 of Law No. 17-97 of 15 February 2000 on the Protection of Industrial Property (as amended and supplemented by Law No. 31-05).

The general structure of the Website, the templates and frameworks used on the Website, as well as the information, pictograms, photographs, images, texts, video sequences, animated with or without sound, and other documents making up the Website or accessible on this Website are subject to the laws protecting intellectual property and are the property of NUTRIBIOTEK or of third parties who have authorised NUTRIBIOTEK to use them, as well as of its possible suppliers, subcontractors, partners and/or affiliated companies involved in the operation of the Website.

Accordingly, any reproduction, representation, adaptation, translation and/or transformation, partial or complete, of the Website or of one or more of its components, by any process whatsoever (including by transfer to another website), without the prior written authorisation of NUTRIBIOTEK, is prohibited and would constitute an infringement punishable in particular under Law No. 17-97 on the protection of industrial property (as amended and supplemented by Law No. 31-05), which may engage the civil and/or criminal liability of its author. No licence, nor any right other than that of consulting the Website, is granted to anyone with regard to intellectual property rights.

Protection of personal data

By personal data, NUTRIBIOTEK means all information disclosed by Users as natural persons, whatever its nature, such as their surnames, first names, e-mail addresses and passwords, allowing them to be identified directly or indirectly, whether provided voluntarily by them or collected while browsing the Website.

The personal data that NUTRIBIOTEK may collect is intended exclusively for the Communications Department of NUTRIBIOTEK, in order to allow the User to benefit from the services offered by the Website.

Any personal data that the User transmits to NUTRIBIOTEK is subject to the provisions of Law No. 09-08 of 18 February 2009 on the protection of individuals with regard to the processing of personal data.

No personal information concerning the User is transferred to third parties or used for unintended purposes.

Users of the Website are required to comply with the provisions of Law No. 09-08. To this end, they must in particular refrain from any collection, capture, distortion or use of the information to which they have access and, in general, from any act likely to infringe the privacy of individuals.

In accordance with Law No. 09-08, the User has a right of access, modification, rectification and deletion of the personal data concerning them that NUTRIBIOTEK

may collect, by contacting NUTRIBIOTEK at any time online in the “Contact” section of the Website, or by sending a letter to the attention of the Communications Department of NUTRIBIOTEK at the following addresses:

By post to: Zénith Anfa, corner of Avenue du Golfe Arabique and Boulevard de la Grande Ceinture, 1st floor, No. 12 Bis, CASABLANCA, MOROCCO

contact@nutribiotek.ma

Hyperlinks

NUTRIBIOTEK formally disclaims all liability for the content of all the websites to which it provides links. These links are offered to Users of the Website, or of the websites of its schools and affiliated entities, as an additional service. The decision to activate these links rests exclusively with the Users of the Website.

As NUTRIBIOTEK is not the publisher of these websites, it cannot fully control their content. Consequently, NUTRIBIOTEK cannot under any circumstances be held liable for the content of the websites thus accessible, and in particular for their accuracy, topicality, quality, completeness, relevance, unlawfulness, advertisements, information, products, services or any other material available on or from these websites or external sources.

Likewise, NUTRIBIOTEK cannot be held liable for any collection and transmission of personal data, installation of cookies or any other process for the same purposes, carried out on and by these websites.

The confidentiality and integrity of Information are not guaranteed on the internet. Consequently, the messages that the User sends electronically may be intercepted and/or modified. NUTRIBIOTEK disclaims all liability in this respect.

Furthermore, Users of the Website may under no circumstances create a hyperlink or framing (an example of HTML programming) to the Website without the prior written authorisation of NUTRIBIOTEK. Consequently, no element appearing on a page of the Website may be partially or totally distributed, transferred or inserted on another website, nor be used to create derivative products, without the prior express authorisation of NUTRIBIOTEK. To this end, Users may send their request to the Website Administrator at the following address: contact@nutribiotek.ma

Applicable law and jurisdiction

The Website “www.nutribiotek.ma”, the legal notices and these Terms of Use are all governed by Moroccan law. In the event of a dispute relating to the interpretation or performance of the Website, the legal notices and the Terms of Use, the Moroccan courts shall have sole jurisdiction, unless otherwise required by mandatory legal provisions.