



**SOLUTIONS ACIER
VALEURS ENVIRONNEMENTALES**

Terms of Service (ToS)

SAVE-CONSTRUCTION

Steel Solutions & Environmental Values

**Website developed by CTICM, ConstruirAcier,
and L'Enveloppe Métallique du Bâtiment**

These terms of service are intended for all users of the **save-construction** website.

INTRODUCTION

These Terms of Service (ToS) are intended to define the terms of provision of services on the "**save-construction** website", hereinafter referred to as "**save-construction**", and the conditions applicable to the User's use of these services. The User is defined as any person who uses **save-construction**, or one of the services provided by **save-construction**.

All access to and use of the <http://www.save-construction.com> website implies acceptance of and compliance with all terms of these ToS and their unconditional acceptance. They therefore constitute a contract between the **save-construction** website and the User. If the User does not wish to accept any part of these ToS, he or she is requested to refrain from any use of the **save-construction** website.

BRIEF DESCRIPTION OF THE SERVICES OF THE SAVE-CONSTRUCTION WEBSITE

1 – **Save-construction** is a service provided by the *Centre Technique Industriel de la Construction Métallique* [technical industrial centre for steel construction] (CTICM), the *ConstruireAcier* association (french association for promoting use of steel in construction) and the *L'Enveloppe Métallique du Bâtiment* trade body. These three bodies are hereinafter referred to as the "Owners".

Save-construction enables the calculation and provision of customised environmental profiles for steel construction products and systems. **Save-construction** is a website consisting of multiple interfaces, each dedicated to a range of products or systems. An environmental profile is generated from a given joint FDES (Fiche de Déclaration Environnementale et Sanitaire [environmental and health declaration sheet]). The latter is based on a specific product within an identified range, and the corresponding interface makes it possible to derive environmental profiles for the other products in this range. **Save-construction** interfaces are dedicated to individual components or to parts of products intended solely for construction.

The deliverables provided by an interface are a Life Cycle Inventory (LCI) and an environmental impact table in accordance with NF P01-010. These deliverables can be viewed online and downloaded by the User.

Save-construction is designed to deliver environmental profiles in NF P01-010 format ("FDES format"). When the European standard and its national non-contradictory complementary information are in force, **save-construction** will evolve to also deliver environmental profiles in NF EN 15804 format ("EPD format"). Following a period of coexistence of the two texts, only the "EPD" format will remain available in the long term.

Save-construction is an open system that can be expanded with additional interfaces to enable compilation of environmental profiles for new products and systems.

2 – The **save-construction** website is freely accessible, subject to compliance with these ToS, following prior registration to create a User account on the <http://www.save-construction.com> website.

OBLIGATIONS and RESPONSIBILITIES

3 – The **save-construction** User acknowledges having read this document and undertakes to comply with the ToS. The User declares in particular that he or she accepts the possibility that the Owners may use for statistical purposes the personal information collected.

The **save-construction** User also affirms that he or she has the necessary skills and resources to access and use the services provided, and has checked that his or her computer equipment does not contain any virus and that it is in perfect working condition.

4 – The Owners accept no responsibility for the information available on the **save-construction** website and decline all liability arising from negligence or otherwise regarding this information. Similarly, the Owners shall not be held liable in any way whatsoever for the actions of the User, in particular in the event of legal proceedings against the latter, arising from the use of **save-construction**.

The Owners do not guarantee uninterrupted or error-free operation of the **save-construction** website, or that any defects encountered will be corrected.

The Owners do not provide any custom support or "hotline".

The Owners do not guarantee that the website, the servers that provide access, and/or third-party websites linked to from **save-construction** are free of viruses or other components that may cause harm to property or persons.

The Owners reserve the right to deny access to **save-construction**, unilaterally and without prior notice, to any User who fails to comply with these ToS.

The role of the Owners is limited to the provision of **save-construction**, via the Internet. However, they undertake to deploy all necessary efforts for the correct operation of **save-construction**.

The Website Administrator is responsible for routine management of **save-construction**. He or she is also the primary contact for any external communication regarding **save-construction**. This Website Administrator, appointed by all the Owners, can be contacted from the **save-construction** website.

5 – Therefore, the User acknowledges not only that he or she uses this information under his or her sole responsibility but also that the Owners shall not be liable for any direct or indirect loss or harm that may arise from access to or use of **save-construction**. The interfaces provided on the **save-construction** website have been verified by the Owners to the best of their abilities. Like any software, they must be used with a critical mind and verification of the results. The Owners decline all responsibility for any damage or loss that may arise from the use of **save-construction**.

PROTECTION OF PERSONAL DATA

6 – The information requested during registration is required for approval of the User account. The Owners undertake not to disclose personal or other information provided by Users, nor to share, assign or sell it, in whole or in part, to third parties.

No personal information is collected without the knowledge of visitors to the website. If the User voluntarily submits personal data, it is for the sole purpose of better understanding the Users of the tools that are provided on **save-construction**. The log of logins to User accounts and the log of tool use and tool settings are stored, in particular in order to provide each User with an archiving facility for the calculations performed. The Owners undertake not to assign or communicate any of this data to third parties. The collected data is computer-processed by the Owners solely for statistical purposes and in order to continuously improve their response to the needs of Users.

During visits to **save-construction**, statistical tools collect data including the date, the pages viewed, the duration of the visit, how the visitor accessed the website (search engine, link), etc. These statistics enable continuous improvement of the website. **Save-construction** uses cookies to ensure persistence between pages of the data provided as well as for statistical purposes. No identification is performed while the Users is not logged in to his or her account. If a User objects to the use of cookies, he or she can turn them off in his or her browser in the knowledge that he or she will no longer have access to certain functionalities of the website (My account...).

In accordance with the provisions of the French Act of 6 January 1978 relating to information technology, data files and civil liberties, the automated processing of personal data carried out from the website has been declared to CNIL (french data protection authority), which has issued receipt number 1678876 v 0.

Pursuant to French Law 78-17 of 6 January 1978 as amended relating to information technology, data files and civil liberties, each User can exercise his or her right of objection, of account deletion, of access to and correction of his or her personal information by contacting the Website Administrator at the following address: contact@save-construction.com or at:

Centre Technique Industriel de la Construction Métallique (CTICM)
Chef du service informatique
Espace Technologique
Immeuble Apollo
91193 Saint Aubin
France

INTELLECTUAL PROPERTY - COPYRIGHT - RELATED RIGHTS

7 – The Owners are the sole holders of intellectual property rights in respect of **save-construction**.

In particular, the Owners hold the rights to the registered trademark: SAVE. It may not be reproduced or used without their written permission. Accordingly, the User undertakes:

- not to infringe, directly or indirectly, upon the intellectual property rights and legitimate interests of the Owners,
- to respect the trademarks, names, acronyms, logos, colours, graphics or any other distinctive sign belonging to the Owners and not to engender any association in the minds of the public, for any purpose whatsoever or by any means whatsoever,
- to respect the trademarks, names, acronyms, logos, colours, graphics or any other distinctive sign present in manufacturers' catalogues available on **save-construction**, and not to engender any association in the minds of the public, for any purpose whatsoever or by any means whatsoever.

The Intellectual Property French Code, by the terms of article L. 122-5 (§ 2 and 3), permits firstly only “copies or reproductions reserved strictly for the private use of the copier and not intended for collective use” and secondly only analyses and short quotations for the purpose of example and illustration, so “any complete or partial performance or reproduction made without the consent of the author or of his successors in title or assigns shall be unlawful” (article L. 122-4). Any such performance or reproduction, by any means whatsoever, would therefore constitute an infringement punishable under article L. 335-2 and subsequent articles of the Intellectual Property Code.

All property rights and copyrights relating to **save-construction** relate to but are not limited to, any image, photograph, animation, music, video or audio clip, any mini-application and any text incorporated therein.

Any violator will be subject to legal proceedings in accordance with international intellectual property rights.

Any interested party who finds a discrepancy in the texts on the website or who, as the copyright owner of an image, desires its removal from this website, should contact the Website Administrator.

ACCESS AND MODIFICATIONS TO THE TOOL - COOKIES

8 – Using Internet communication protocols, access to **save-construction** is possible 24 hours a day, 7 days a week, subject to any malfunctions or maintenance activity required for satisfactory operation.

9 – In case of force majeure, information technology problems, difficulties related to the structure of telecommunications networks or technical difficulties, or for maintenance reasons, this list not being exhaustive, access to all or part of **save-construction** may be suspended, interrupted or terminated by the sole decision of the Owners without the Users being entitled to any claim or compensation for any reason whatsoever or of any nature whatsoever.

10 – The site does not employ "cookies" containing personal data for later use, but only information relating to the current session.

11 – The Owners reserve the right to change, delete, discontinue or improve **save-construction**'s content, features and services as well as the legal notice without prior notification. **Save-construction** Users should refer on each use to the latest version of the legal notice, which is enforceable immediately it is placed online.

Risk of intrusion

The Owners undertake to limit as much as possible any risk relating to intrusions, software attacks or insertions of virus or "Trojan horse" files on their server and to secure the Website content in accordance with current practices and technical standards in the field of electronic commerce, particularly in terms of confidentiality and integrity.

However, it is understood that the Owners cannot commit to an absolute guarantee, insofar as the Internet is an open network, prone - by its very nature - to such risks, and Users are deemed to be aware of and to accept these risks. The Owners shall therefore not be held liable for any damage arising from intrusion into a computer system, data interception or file transmission likely to cause any harm to the integrity or confidentiality of a computer system.

APPLICABLE LAW AND DISPUTES

12 – The relationship between the User and the Owners is governed by French law.

13 – In the event of any dispute relating to the interpretation of these ToS, express jurisdiction is assigned to the competent court of EVRY.

DOMICILE AND NOTIFICATION

All requests, omissions, errors or corrections can be notified to the Website's webmaster at the following address:
contact@save-construction.com,

or by mail to the address of the Website Administrator:

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