

# Conditions d&#039;utilisation

## Preamble

The use of the site entails the user's automatic and irrevocable compliance with the conditions of use, terms and warning references present on the Site (hereinafter the "**Terms of Use**") by the Internet user (hereinafter "**User**" or "**Users** "). The term "Use" indiscriminately implies site consultation, search or download of material. The terms "OCP Group", "Editor", "OCP" or "We" are used to designate OCP S.A., its subsidiaries and affiliates.

## Updates

OCP S.A. reserves the right to modify and update the OCP Site at any time, as well as the Terms of Use.

Modifications to the Terms of Use will be marked by a dated and referenced version. The newest version will be available on the OCP Site. Any changes made will be effective upon publication to the OCP Site. When a user accesses the OCP Site following the posting of any changes, he/she is in acceptance of those changes. Any changes and updates are binding of the user whom must therefore regularly refer to this section of the OCP Site to check for the most current version.

## Submission of Applications

OCP considers recruitment as the first step in an enrollment process. Each position for which OCP recruits leads to establish specific stages of selection with always the same objective: identify the fit between a person and a job. Stages of the recruitment process will be defined and organized in a section / tab dedicated (under construction on the website).

## Cost

Access to the Site is free, excluding the amounts charged by Internet providers and the cost of telephone calls billed directly by phone companies.

## Limitations of responsibility

Information, presentations, documents, information (hereinafter "**Information**") available on the OCP Site are offered to you in good faith, for informational purposes only and without warranty of any kind, as errors and omissions may arise. This Information cannot therefore incur the responsibility of OCP S.A. Information can be changed or updated without notice.

Any use of the OCP Site is the user's sole responsibility. In no case shall OCP S.A. and its subcontractors guarantee the completeness and accuracy of such available information, nor are they liable for any direct, special, incidental, indirect or consequential damages of any kind (such as, but not limited to, damages caused by business interruption, loss of data or any monetary/economic loss) derived from or related to (i) the use or execution of the OCP Web Site and its online services, (ii) the delay or unavailability of the OCP Web Site, (iii) the provision or non-provision of the Services provided, including any information within the charts/graphs contained or published on or through the OCP Web Site, (iv) the timeliness of the content, (v) the alteration or modification of the content

in whole or in part after its inclusion on the OCP Web Site; (vi) including the User's Information System.

Information is provided under the condition that the User or any other person receiving it would be able to determine its interest for a specific objective before using it. In no case shall OCP S.A. be held liable for any damages that may result from the credit attached to Information provided on the OCP Site. The Information cannot be considered as recommendations for the use of any information, products, procedures, equipment or formulations that may be contrary to a patent, a copyright or a registered trademark. OCP S.A. declines any express or implicit liability, if the use of this Information was to infringe a patent, a copyright or a registered trademark. OCP S.A. refuses any interpretation that would try to relate the contents of its site to take-over bids or incentives, to acquire shares or other movables, whether or not quoted, of the site editors, of any of its direct or indirect branch offices or of its subsidiaries. No express or implicit guarantee is given with respect to the market nature of the supplied information nor with respect to the adequacy thereof for a specific purpose, as well as with respect to the products or services that are referred to in this Information.

Regarding simulations that may have been performed, or may be available on the Site, OCP S.A. reminds users that they have no legal value. These simulations are carried out based on information the users have filled in the sections, and are provided for informative purposes only.

OCP S.A. does not warrant the OCP Site to operate continuously nor that the servers which provide access and/or third party sites linked to the OCP Site with a hyperlink do not contain viruses. In addition, OCP S.A. shall not in any way be held liable for the loss or damage of the User's data.

## Cookies

Users are hereby notified that during their visits to the OCP Site, a navigation monitoring mechanism may be implemented. Users have a right to access, delete and modify any personal data collected through these tracing techniques. Browsing on the OCP Site results in the creation of a session cookie (hereafter referred to as "Cookie(s)") that records various information about the navigation within the OCP Site (pages visited, date and time of visit, etc.), which the system may "read" for subsequent visits.

During a visit to the OCP site, the viewing of pages results in the creation of a Session cookie automatically downloaded on the User's computer. Cookies are small files containing text, which allow a server to recognize a computer and to therefore know whether the computer and/or User has previously been on the web site. If the computer reconnects to the Site, it will seek and use these cookies left on the hard disk during the user's previous visit.

Cookies cannot help identify a user, but only the computer used for those purposes. Cookies merely record the parts of the site that the computer has visited and the time spent on it. The User is free to oppose to the registration of cookies by configuring their browser as described below, however, by refusing cookies, it will be impossible to provide specific personalized services and this may slow down or prevent the access to certain areas of the OCP Site.

The User is informed that during their visit to the site, a cookie may be automatically installed on their browser and be temporarily stored on the User's computer hard drive.

OCP S.A. uses this information for purposes of optimizing the Site's security and to provide optimal service.

Thus, cookies are used to :

- Record information about the user's navigation trends on the Site to guide them to the most suitable content;
- Assess the number of visits.

Cookies in no way are used on the OCP Site to collect personally identifiable information about the users browsing the OCP Site.

The User acknowledges having been informed of this practice and provides authorization to OCP S.A.

Users may disable cookies through their browser's settings, by changing the options (Menu "Edit / Preferences" in Netscape Navigator 6.2, Section "Tools / Internet Options" in Internet Explorer, Menu "Tools / Options "in Mozilla Firefox and Menu "Safari / Security" in Apple Safari).

## Intellectual Property

OCP owns all domains names related to "OCP S.A" and "OCP Group".

The Site as a whole, and its elements are creative works protected by applicable law including intellectual property.

All data (texts, structure, software, animations, photographs, illustrations, drawings, graphics, logos, sounds, images ), information and databases on the pages of the OCP Site are the exclusive property of OCP S.A. Any reproduction, representation or distribution in whole or part of the content and any extraction even partial of the databases on the OCP Site onto any medium or by any means whatsoever is prohibited. Failure to comply with this injunction constitutes an infringement and may result in civil and criminal penalties for the User(s) involved.

Unless otherwise noted, Company names, logos, products and brands mentioned on the OCP site (® and ™ products) are trademarks of OCP S.A. Any total or partial reproduction of these trademarks or logos in any capacity whatsoever, including for advertisement purposes, without the prior written consent of the trademark holder is prohibited under the provisions Articles 154 and 155 of Law No. 17-97 of February 15, 2000 on the Protection of Industrial Property (as amended and supplemented by Law No. 31-05).

The site's general structure and templates and the information, icons, photographs, images, text, video clips, with sound or silent, and other documents composing the OCP Site or available on this Site are subject to the laws protecting intellectual property and are the property of OCP S.A. or of the third parties that have authorized OCP S.A. and its potential suppliers, subcontractors, partners and/or affiliates involved in the operation of the Site, to use it.

As such, any reproduction, adaptation, translation and/or conversion, total or partial, of the OCP Site or one or more of its components, by any means whatsoever (including by transfer to another site) without prior written permission of OCP S.A., is prohibited and constitutes an infringement punishable by law No. 17-97, which may consequently engage the civil and/or criminal liability of the author. No license or right other than to browse the OCP Site is granted to anyone with regard to intellectual property rights.

## Protection of personal data

OCP S.A. qualifies "Personal data" as any information disclosed by a User to the OCP Site, whatever the nature, such as names, e-mails and passwords, whether they are provided voluntarily or collected while browsing on the Site.

Personal data collected by OCP S.A. is used exclusively by OCP S.A.'s Communications Department to allow the User to enjoy the Site's services. Any personal data the User is required to submit to OCP is subject to the provisions of the Law 09-08 of February 18, 2009 on the protection of individuals with regards to the processing of personal data.

No user information is transferred to third parties or used for unauthorized purposes.

Users of the OCP Site are bound by the provisions of Law No. 09-08. They must refrain from collecting, improperly soliciting, misrepresenting or using the information they access and, in general, any act likely to infringe on the privacy of individuals.

In accordance with Law No. 09-08, a User to the OCP Site has the right to access, modify, rectify and delete any personal data that OCP S.A. may collect, by contacting the Company at any time online through the Site's Contact or by writing to the attention of OCP S.A. to the following **address: 2-4 rue Al Abtal, Hay Erraha, 20200, Casablanca, Morocco or [contact@ocpgroup.ma](mailto:contact@ocpgroup.ma)**

### Hypertext Links

OCP S.A. formally declines any liability with respect to the content of the site to which links are provided. These links are proposed to the users of the OCP site by way of service. It is exclusively up to the users of the site to decide whether or not to activate such links.

OCP S.A. is not the editor of these sites and cannot fully control their content. As a result, OCP S.A. can in no way be held liable for the content provided on such sites, regarding their truthfulness, timeliness, quality, completeness, relevance, illegality, advertising, products, services or other materials available on or from these sites or from external sources.

OCP S.A. can in the same way not be held liable for any collection and transmission of personal data, installation of cookies or any other procedure for the same purpose, made by these sites.

Confidentiality and integrity of information cannot be guaranteed on the Internet. Therefore, messages electronically sent by the User can be intercepted and/or modified. OCP S.A. can in no way be held liable for this.

Users of the OCP Site may under no circumstance set a hypertext link to the OCP Site. If you wish to create a hypertext link for this site, you will need prior authorization in writing from OCP S.A. For this purpose, Users can send their request to the Site Administrator at the following address:

[contact@ocpgroup.ma](mailto:contact@ocpgroup.ma)

### Financial Information - Forward Looking Statements

Information, presentations, documents, reports, etc., available on the OCP Site may contain financial and industrial projections as well as expected results of operations, and the industrial and/or business strategy of OCP S.A.. In particular, the use of terms such as "anticipate," "estimate," "expect," "project," "plan," "believe," "expect that", and any other words and terms of similar meaning in connection with information or a projection of financial performance including, industrial or commercial as well as statements concerning plans, strategies and objectives of OCP Management for future operations, including execution of restructuring and integration plans, statements concerning new products, production, trends, services, developments, anticipated performance of products or services or industry rankings; statements regarding future economic or market conditions; statements of intent and all other underlying statements are purely provisional. Such statements are based on assumptions that could ultimately prove inaccurate and are subject to risk factors such as changes in exchange rates, international economic conditions, commodity prices, ability to make cost reductions without inappropriate disruption of the operations, regulatory considerations, and general economic and financial conditions.

No statement or information can be guaranteed. OCP S.A. assumes no obligation to correct or update forward-looking statements, whether as a result of new information, future events or otherwise.

In any case, OCP has no obligation to carry out its duties to the extent that any exceptional event (as defined in Articles 269 and following of the Code of forming Obligations and Contracts (DOC)) prevents it from processing.

## **Jurisdiction and Applicable Law**

These Terms of Use and the OCP Website “ [www.ocpgroup.ma](http://www.ocpgroup.ma) ” will be governed and interpreted by Moroccan law.

Any dispute concerning the interpretation, validity, enforcement of the Terms of Use should first undergo resolution through arbitration. Any dispute regarding the validity, interpretation or execution of the Terms of Use will be submitted to the exclusive competence of the courts of Casablanca (Morocco).

**Source URL:** <http://ocpafrika.com/pages/terms-of-use>