

GENERAL TERMS AND CONDITIONS OF USE OF THE ARKEMA CAREERS SERVICE

Welcome to the ARKEMA Group Recruitment Service. ARKEMA Group offers you the opportunity of consulting a wide range of job vacancies, to reply to these job offers or to submit an unsolicited application online.

These General Terms and Conditions of Use define the terms of use of the Recruitment Service by Users.

Using or accessing the Service implies unconditional and unrestricted acceptance of these General Terms and Conditions of Use.

If you disagree with the terms of these General Terms and Conditions of Use, please do not use the Service.

1. DEFINITIONS

"General Terms and Conditions of Use" will mean the general terms and conditions governing the use of the ARKEMA Group Recruitment Service.

"Service Provider" or "Provider" means the company Rflex Progiel.

"ARKEMA Group", "Group" will mean the company ARKEMA and its subsidiaries all of the companies, in which ARKEMA SA, its subsidiaries to post information online or to access data submitted online by Users of the Service. An affiliate is a company that controls the Party concerned, is controlled by it or is controlled by the same entity that controls the Party concerned. Control is the direct or indirect power to: exercise more than half the voting rights of the company concerned, appoint more than half of the members of the Supervisory Board, Board of Directors or the organizations that legally represent the company, or manage the company's business.

"Recruiter(s)" will mean any person(s) working for the ARKEMA Group or acting as agent to a company part of the ARKEMA Group, duly authorised by the Service Provider to use the Service to place job vacancies online and/or to use job applications submitted by Users for the ARKEMA Group recruitment process.

"Service" will mean the Service allowing Users to consult job vacancies offered by the ARKEMA Group, to reply to such job offers or submit unsolicited applications online.

"Site(s)" will refer to the web sites through which Users may access the Service, which include: www.arkema.com or <http://arkema-us.profiles.org/>. Other sites may allow access to the Service in the future.

"User" will mean any person using the Service.

2. DESCRIPTION OF THE SERVICE

The Service allows Users to consult the job vacancies offered by the Recruiters of ARKEMA Group, to reply to such job offers or to submit an unsolicited application.

An acknowledgement of receipt of the application and a description of the application processing procedure will be dispatched within 72 hours to the email address specified by the User. If a User has not received a reply to his application for a job vacancy or his unsolicited application within three weeks, he should consider that his profile does not fit the current recruitment requirements of the ARKEMA Group. However, the ARKEMA Group reserves the right to contact the User subsequently if, at a later date, his profile fits a request issued by Group Recruiters, but only within the application standby periods set out in Article 5.2 and provided the User concerned has not requested ARKEMA to delete his personal data.

The Service can also send email and/or SMS new job vacancies to Users who wish to receive them according to criteria predefined by the User.

3. PURPOSE OF THE SERVICE

The purpose of the Service is to establish contact between Users and potential ARKEMA Group Recruiters. Separate terms and conditions to these General Terms and Conditions of Use will apply to the recruitment process following any contact established by the Service. Recruitment will be conducted exclusively by a ARKEMA Group Recruiter or Recruiters.

4. USING THE SERVICE

Users agree to supply accurate and up-to-date information when requested to do so.

Users agree not to copy, modify or alter, or attempt to copy, modify or alter in any way whatsoever, the content or programming of the Site pages from which Users can access and use the Service.

Users agree to comply with any relevant legislation applicable in the country in which they use the Service. They agree not to submit any documents, data or information that are defamatory, insulting, infringing, unlawful, erroneous or forged or that are contrary to rules of public policy or morality or that may disrupt or interfere with the operation of the Site or the Service.

The Service Provider reserves the right to delete any application that is clearly contrary to public policy or morality and to sue any User violating these provisions or the applicable legislation.

5. USER DATA

Purpose for collecting data from Users

The only reason for collecting personal data from Users is for the ARKEMA Group Recruiters to assess whether a User's profile fits job vacancy requirements.

The information considered essential for the proper assessment of job vacancy replies or unsolicited applications is marked with an asterisk. Any User application failing to reply to these voluntary questions will not be considered. The other personal data requested is optional. A User's application will be accessible to all the companies in the ARKEMA Group, whether located inside or outside the European Union. If required, an application may also be passed on to Recruiters outside the Group for applicants selection purposes, to which Users consent by replying to a job offer or submitting an unsolicited application. In any event, the data supplied by the User will be used to assess his application. It will never be passed on or divulged for any other purposes.

Guaranteed protection of User data confidentiality

Pursuant to the French Computer Data and Civil Liberties Act No. 78-17 of 6 January 1978 and, at European level, Directive 95/46/EC on personal data and privacy protection, any User is entitled to apply for access to the data concerning him, saved by ARKEMA for the purposes of the Service, and request that it be changed, rectified or deleted, by sending a letter to ARKEMA enclosing a copy of a document proving his identity and specifying his postal address, to the following address:

ARKEMA, Direction du recrutement – 420 rue d'Estienne d'Orves, 92705 Colombes Cedex. OR
ARKEMA, Human Resources, 2000 Market Street, Philadelphia, PA 19103-3222.

The personal data collected via the Service will only be stored by the Service Provider for a limited time : 2 years.

Users are reminded that they may request the deletion of their personal data from the Group's records at any time according to the procedure set out above.

The Service Provider does not guarantee that no copy of applicants data will be stored by ARKEMA Group companies for a longer period, under their exclusive control and at their sole liability.

The Service Provider agrees to implement "state of the art" methods to avoid the violation of the integrity and confidentiality of the data by non-authorized third parties. However, due to the technical characteristics of the network, the Service Provider cannot guarantee the security, confidentiality and integrity of data transmitted via the Internet.

6. COOKIES

Cookies are small computer files saved in a predefined directory of the User's computer. The Site Provider uses cookies to collect anonymous statistics concerning visits to the Service. Under no circumstances does the Provider use cookies to identify Users.

In any event, a User may configure his computer so that cookies are systematically refused by his navigator or require his express authorisation. To obtain practical information on available navigator options, Users are invited to consult the "Your traces" section of the CNIL web site (the French personal data protection authority) at the following address <http://www.cnil.fr>.

7. INTELLECTUAL PROPERTY

The Site pages allowing access to the Service, and all the elements comprising and/or used for the operation of the Service, including photographs, images, animations, software, interfaces, trade marks, logos, written text, designs, icons and illustrations (hereafter together referred to as the "Data") are protected world-wide by intellectual and industrial property law.

In general, the User does not acquire any right or interest in the intellectual property rights in the Data by accessing the Service. Such rights remain the exclusive property of the ARKEMA Group or third party rights owners, if appropriate.

The User is authorised to copy the job vacancies accessed via the Service solely for personal information and strictly private use. Otherwise, Users are not authorised to copy, reproduce, exhibit, modify, alter, translate, create derivatives or distribute all or any part of the Data or to exploit or use it in any manner whatsoever outside the Service.

Any non-authorised or unlawful use of the Data may incur the civil or criminal liability of the User according to the applicable legislation.

8. DATA BASE

The Service include a data base incorporating information on the job applications submitted by Users and the job vacancies offered by ARKEMA (hereafter referred to as the "Data Base").

This Data Base is the exclusive property of ARKEMA.

In accordance with French law, Users agree not to violate the intellectual property rights in the Data Base, to refrain from any systematic or substantial extraction of data and not to use such data for any purpose that is not strictly personal and non-commercial.

Users agree not to access the contents of the Data Base other than via the Service and according to the terms and conditions defined for its use.

9. LIMITATION OF LIABILITY

The Service Provider does not control the job vacancies placed in the Service by Recruiters. Such vacancies are posted at the sole liability of Recruiters.

9.1 The Service Provider provides the Recruiters with User applications. This does not guarantee that the Recruiters will retain User applications or that Users will be contacted by a Recruiter for recruitment purposes.

9.2 ARKEMA does not control the selection and recruitment procedure used by the various companies in the ARKEMA Group and/or by Recruiters. Accordingly, ARKEMA declines all liability regarding the use made by the various companies in the ARKEMA group or by Recruiters of data submitted by Users via the Service during the recruitment process, particularly

for any use of such data in violation of the legislation in force in the country in which recruitment is taking place.

9.3 ARKEMA offers no warranty regarding the hypertext links whereby Users access third party web sites and does not undertake to verify such links or the content of the websites to which they connect the User. A reference to a third party web site in no way implies ARKEMA 's approval of the third party web site or ARKEMA 's approval of the goods or services that may be on offer there. Accordingly, ARKEMA declines all liability for the content or privacy protection policy of the web sites to which Users may be connected via hypertext links.

9.4 In view of the technical uncertainties intrinsic to the Internet, ARKEMA cannot guarantee uninterrupted running of the Service and cannot be held liable for any disruptions, suspensions or malfunctions, any bugs in the Service, or the alteration, destruction or loss of data supplied by Users. Users also acknowledges that the Service may be interrupted for maintenance purposes.

In addition, ARKEMA cannot be held liable for any difficulty in accessing or using the Service due to any malfunction or insufficient capacity on any Site allowing Users access to the Service.

9.5 ARKEMA reserves the right, at any time, to change, or temporarily or permanently suspend, all or part of the Service, with or without notice. ARKEMA cannot be held liable to Users or to third parties for any Service changes, suspensions or stoppages.

10. FORCE MAJEURE

The Service Provider will not be liable for any loss or damage caused as a result of a case of force majeure recognised under French case law.

11. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS OF USE

ARKEMA reserves the right, at any time, to amend all or part of these General Terms and Conditions of Use, with or without notice.

The amendments will be effective as soon as they are posted online.

It is therefore the responsibility of each User to consult the General Terms and Conditions of Use on a regular basis. Mere continued use of the Service implies acceptance by the User of all amendments made to the General Terms and Conditions of Use.

12. AGREEMENT CONCERNING EVIDENCE

It is expressly agreed that all data, information, files or other digital material exchanged between the User and the Service Provider or stored by the Service Provider on its data bases or its servers will constitute admissible, valid and binding proof with the same evidential weight as a signed written document.

Users agrees not to challenge the admissibility, validity, binding nature or evidential weight of electronic data or data in electronic format based on the fact that it is electronic. Unless there is evidence to the contrary, such data will be valid and binding in the same way, in the same circumstances and with the same evidential weight as any document drawn up, received or kept in writing.

13. LANGUAGE

Where there is any contradiction between the French & English versions of these General Terms and Conditions of Use, only the French wording shall be taken into account when interpreting the terms thereof.

14. WHO ARE WE?

The Service is provided by ARKEMA., a French public limited company (société anonyme) with a share capital of 68 685 704 euros, having its registered office at 420 rue d'Estienne d'Orves, 92705 Colombes Cedex, registered at the Nanterre Trade and Companies' Registry under the number 32 319-632-790. All questions relating to the Service should be sent to the following address ARKEMA, Direction du recrutement – 420 rue d'Estienne d'Orves, 92705 Colombes Cedex.

The publishing manager is Dominique Massoni.

The Service is hosted by Rflex Progiciel, a French limited liability company (SARL under the French law) with a share capital of 55 000 euros, having its registered office at 98 avenue du général Leclerc, 92100 Boulogne Billancourt, France, registered at the Nanterre Trade and Companies' Registry under the number B 438 967 507.

15. INVALIDITY

If one or more of the provisions of these General Terms and Conditions of Use are held to be invalid or rendered as such pursuant to any law, regulation or binding decision of a court of competent jurisdiction, all the other provisions will remain in full force and effect.

16. APPLICABLE LAW

These General Terms and Conditions of Use and the Service are subject to French law. Any dispute arising as regards the interpretation or performance of these General Terms and Conditions of Use or performance of the Service will be referred to the concerned Court of Nanterre, France.