

NETIM - GENERAL TERMS AND CONDITIONS FOR SHARED HOSTING

CG-HM version 1.3 , 01 november 2009

NETIM SARL
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Registered under number 451 394 720 RCS LILLE
Represented by Bruno Vincent

Hereafter referred to as "NETIM"

Undertakes to fulfil a provision of service under the conditions stipulated below:

CLAUSE 1: DEFINITIONS

The following terms, whether used in singular or plural in these General Terms and Conditions for registration, renewal, transfer and management of Domain Names, hereafter referred to as "CG-HM", shall have the following definition:

-**"Bandwidth"**: data transmission capacity on the Internet, generally expressed in number of bits per second, the level of which is determined by NETIM, allotted in a shared manner to several Clients.

-**"Purchase Order"**: an order form which can be accessed on line on the Interface.

-**"Customer"**: any individual, private corporation or public corporation benefiting from the NETIM company's services for Domain Name registration, transfer and management.

-**"DNS"**: (Domain Name System) a database used to ensure the conformability between a domain name and an IP address.

-**"Identification Elements"**: username ("login") and password ("password") sent by NETIM, enabling access to the Services via the Interface .

-**"Interface"**: the Customer's private secure control panel which can be accessed online on the NETIM company's Website (<https://netim.com/manager/>)

-**"PLESK"**: the Customer's private secure control panel, accessible online on one of the NETIM company's hosting servers. It can be used to administrate the hosting services provided by NETIM.

-**"Shared IP" or "IP Address"**: address in the form of a series of figures which is a unique identifier for each Server that is connected to the internet, which is assigned by NETIM to the Customer in shared mode with other Clients in the framework of the Service.

-**"Software"**: Software, packages, databases, scripts, operating systems made available to the Customer by NETIM and/or by their respective publishers in the framework of the Service.

-**"Domain Name"**: Internet address, whatever its generic extension (gTLD – generic Top Level Domain: ".com", ".net", ".biz" etc.) or national extension (ccTLD - country code Top Level Domain: ".fr", ".be" etc.), generally registered by NETIM with different Registrars and Registries or the Customer's Domain Name managed by NETIM.

-**"System Resources"**: storage capacity of the Server's RAM memory and of its processor; all Software associated to it, as well as the shared Bandwidth capacity made available to Clients by NETIM in the framework of the Service.

-**"Technical Restrictions"**: the Service's technical usage and operating restrictions established by NETIM, particularly concerning the characteristics of the Server, NETIM's business policy, NETIM's technological choices, technological evolutions etc.

-"Server": computer server(s), excluding Software, shared by several Clients and enabling NETIM to provide the Service.

-"Service(s)": Shared hosting service and/or Electronic mail service.

-"Shared Hosting Service(s)": Shared hosting service whereby NETIM provides the Customer with a storage space, as defined in the Purchase order, on the NETIM company's Server, to which System Resources are associated, the use of which is shared with several of the latter's Clients, for the purpose of storing the Customer's Website and distributing it on the Internet.

-"Electronic mail services": The electronic mail services provided by NETIM, excluding the Redirection service, the quantity and characteristics of which are specified in the Purchase order.

-"Website": The Customer's Website(s), computer applications, packages, software, databases etc., as well as associated data and contents, which are the subject of the Shared hosting service.

-"Traffic": quantity of computer data sent or received by the Customer on or from the Server and/or the Website. Monthly traffic is measured in terms of the quantity of data transferred from and to the Website or the Customer's Server and is expressed in Mega Bytes (Mb).

CLAUSE 2: PURPOSE

2.1 These CG-HM define the terms and conditions under which NETIM allows the Customer to subscribe to and use the Shared hosting service(s).

2.2 These CG-HM can, where applicable, be complemented by Special Terms and Conditions CP-HM.

2.3 These CG-HM can also, where applicable, be applicable simultaneously to the General Terms and Conditions for management of Domain Names (CG-ND), each of which will then be associated to the different services in question.

2.4 Acceptance and/or confirmation by the Customer of a Purchase Order produced by NETIM implies full acceptance of these CG-HM.

CLAUSE 3: DURATION

3.1 These CG-HM are entered into for a fixed duration of one (1) year minimum starting from the date when NETIM sends Identification Elements or from the date when the Service is made available, and this without renewal. At the end of this period, the Customer may subscribe a new Service order, provided that it has paid the price applicable at the time of this new subscription beforehand.

3.2 The Customer can re-subscribe to the Service at the rate applicable at the time of its subscription for an identical period or, where applicable, for a longer period, without the subscription to this new Service constituting an extension of the initial Agreement. So that the Service can continue without pause, the Customer undertakes to sending, minimum seven (7) days before the term of this Agreement, a Purchase Order that has been duly completed and correct payment must have been received by NETIM.

3.3 The effective date on which the Service starts corresponds to the date on which NETIM sends Identification elements to the Customer under the conditions determined in clause 6.2 herein.

CLAUSE 4: PRICE

4.1 Unless special clauses apply, all prices are expressed in euros and exclude VAT. The Customer undertakes to pay costs due to NETIM for creation, renewal or management, in compliance with the currently applicable rate at the time of its request, and to do so upon reception of the invoice from NETIM.

4.2 Signing an agreement under these CG-HM does not imply the maintenance by NETIM of a rate under the current conditions to the profit of the Customer. The rates can be changed at any point in time without former notice for future services.

4.3 Unless special clauses apply, payments cannot be refunded, even in the event of suspension, cancellation of Service prior to the end of the contractual period.

CLAUSE 5: DESIGNATION OF THE SERVER

5.1 The Service includes the assignment of an hosting on the Server, the characteristics of which are specified in the Purchase Order. This hosting on the Server is assigned for the full duration of the subscription to the Service. Under all circumstances, the Server remains the property of NETIM. The Customer acknowledges that it may not, at any point in time, gain physical access to the Server.

5.2 NETIM reserves the right to substitute the part of the Server assigned to the Customer, at any point in time, particularly in the event of changeover of NETIM's computer server equipment, re-conformity, repairs, maintenance etc. of the Server. NETIM undertakes to do its very best to inform the Customer beforehand and will coordinate, together with the Customer, the transfer of the Customer's Website to another Server.

CLAUSE 6: ACCESS TO SERVICES & INTERFACE

6.1 Any order placed by the Customer with NETIM is formalised by the production of a Purchase Order summarising the characteristics of the service to be provided by NETIM and any additional options chosen by the Customer. This Purchase Order is available at all times in the Interface. The acceptance / validation of the Purchase Order by the Customer represents full acceptance by the Customer without reservation or restriction of these CG-HM.

6.2 NETIM shall send the Customer an acknowledgement of receipt for the Customer's order and shall process it as quickly as possible as soon as the Purchase Order has been validated and the sum corresponding to the price due by the Customer has been cleared. NETIM shall then send the Customer the Identification Elements to enable it to access the Interface.

6.3 When ordering the service, the Customer must provide different information such as its full contact details, for which it guarantees the correctness, sincerity and reliability at all times.

6.4 To do so, the Customer provides an email address. The Customer is informed that these electronic mail addresses represent **the sole means of communication** between NETIM and the Customer, particularly for informing the Customer of a request for payment for the renewal of its Service.

6.5 It is therefore the Customer's responsibility to notify NETIM, at any point in time and as quickly as possible, as to any changes in its contact details, particularly for the email address, and to do so **exclusively** by means of the Interface. NETIM cannot therefore be held responsible for a lack of conscientiousness on the part of the Customer with regards the change of its contact details.

6.6 Access to the Interface and to the service is only possible and authorised with the Identification Elements provided by NETIM. The Customer undertakes to keep the Identification Elements strictly confidential and undertakes not to disclose them to third-parties in any form whatsoever and not to use them other than for strictly personal use. The Interface is accessed under the sole responsibility of the Customer. Access to the Interface with the Identification Elements entrusted to the Customer is henceforth considered to have been carried out within the rights of the Customer and under its sole responsibility.

6.7 In the event of loss, theft or any fraudulent act with regards the Identification Elements, it is the Customer's responsibility to inform NETIM as quickly as possible and to justify its identity using all appropriate means. Upon reception of this duly justified notification, NETIM shall proceed with the modification of Identification Elements. NETIM shall process the Customer's request as quickly as possible and shall send the Customer the new Identification Elements in return by electronic mail. The Customer remains responsible for the use of the service by third-parties until NETIM has modified Identification Elements.

CLAUSE 7: Customer INFORMATION AND SERVICE CONFORMITY

7.1 The Customer hereby declares that it has verified the suitability of the Server, System Resources, Software and, more generally, the Service prior to subscribing to the Service, and that it considers it to be appropriate for its needs. The Customer also hereby declares that it has received from NETIM all information

and advice required for subscribing to this Agreement and therefore relinquishes to make any claims on these grounds.

7.2 If the Customer feels that the Service does not correspond to its expectations, it is entitled to benefit from the "satisfied or money back" guarantee under the conditions stipulated in clause 20 of these CG-HM.

CLAUSE 8: DECLARATIONS

8.1 The Customer agrees to cooperate actively with NETIM. The Customer undertakes in particular to provide to NETIM, in time, all documents and information held by him that are necessary to achieve the creation of the Service. Under its obligation to cooperate, in particular, the Customer agrees to regularly view his Interface, as well as technical limitations.

CLAUSE 9: DECLARATIONS & Customer RESPONSIBILITIES

9.1 The Customer declares that it knows the characteristics and functioning of the Internet, as well as of the Service, particularly in terms of the restrictions of computer resources made available in shared mode and shared by several users.

9.2 The Customer declares that it disposes of all the necessary hardware, software, skills and, where applicable, staff for putting on line, editing, updating and maintaining its Website, as well as for using the Service. The Customer guarantees that it will use the Service in compliance with its specifications and with the Technical Restrictions, without this use causing damage to the Server, System Resources or Software.

9.3 The Customer installs, creates and publishes the Website under its name and under its sole responsibility. Unless an agreement has been signed between the parties, the Customer guarantees to use the Service for personal purposes only and subsequently agrees not to transfer all or part of the rights and obligations herein to third parties.

9.4 The Customer guarantees NETIM that it has proceeded with all formalities in terms of administrative authorisations and declarations necessary for running the Website. It particularly guarantees

- i) to have proceeded with declarations concerning the processing of personal data on its Website with the CNIL (French National Commission for Data protection and Liberties): www.cnil.fr
- ii) to have included on its Website all compulsory legal references, particularly the name of the publication director for its Website or the full names and contact details of the Customer, as well as the names and contact details for NETIM as hosting provider.

9.5 The Customer undertakes to ensure that its Website complies with all legal, regulatory and administrative conditions applicable to the Internet, particularly conditions relative to e-business, information, protection of minors, human rights, intellectual property and, more generally, third-party rights. It specifically guarantees that it disposes, for the distribution and running of its Website of all:

- i) relevant intellectual property rights
- ii) authorisations required by third-parties, particularly in terms of the use of their image, goods etc., as well as the implementation of hypertext links.

9.6 The Customer guarantees NETIM that it will use the Service for strictly lawful purposes only. It guarantees that its Website will never breach the rights of third-parties, particularly by offensive, disparaging content, seeking to justify the committing of crimes or offences etc.

9.7 The Customer undertakes to use the Service and/or the Electronic mail service and/or Redirection of electronic mail for the sole purpose of exchanging private correspondence and subsequently agrees not to use said Services for practising acts of unsolicited prospecting (spamming), including in bulk, acts of intrusion into computer systems, data transmission or unlawful documents and more generally, committing illicit acts by means of said Services.

9.8 The Customer guarantees that it will take all technical precautions for the use of the Service, as well as for

the compatibility of its Website with the Service, the Server, the System Resources, the Software and the Technical Restrictions.

9.9 The Customer is informed that NETIM does not store data concerning connections to the Server, particularly those containing the IP addresses for the systems that have connected to the Server. It therefore falls under the responsibility of the Customer to keep, where necessary, said files, particularly in view of producing them in Court.

9.10 The Customer undertakes to inform NETIM by registered post with acknowledgement of receipt, of any request, complaint, legal action, directly or indirectly linked to the provision of Service and/or the Website.

9.11 The Customer undertakes to take out an insurance policy covering all risks associated to the running of its Website and the use of the Service, in particular for any potential ensuing indirect damages.

CLAUSE 10: SHARED HOSTING & REDIRECTION SERVICE

10.1 The Server remains the property of NETIM who ensures its material management and maintenance, with the exception of Software and the Website which is controlled by the Customer. NETIM does its very best to maintain the Server, System Resources and physical connection of the Server to the NETIM telecommunications network in working order.

NETIM undertakes, where applicable, to replacing faulty elements within the best possible time-frames without invoicing said services to the Customer, unless the dysfunction on the Server and/or System Resources has been caused by the Customer.

10.2 NETIM provides the Customer with a storage space, as determined in the Purchase Order, on the Server, to ensure the shared hosting of the Website and the Service. The Customer must ensure that the storage space with which it has been assigned responds to its requirements. Where applicable, the Customer is responsible for asking NETIM, in a timely manner, to provide it, at the applicable rate and subject to the solutions that NETIM provides at the time of the request, with an increase in the storage space with which it has been assigned on the Server.

10.3 NETIM provides, where applicable depending on solutions, diverse System Resources as described in the Purchase Order, which can be subject to Technical Restrictions. The Customer declares that it is aware of the restrictions of the System Resources for a shared hosting service and of the Technical Restrictions, which it hereby declares to have acknowledged.

CLAUSE 11: ELECTRONIC MAIL & REDIRECTION SERVICE

11.1 Depending on solutions, NETIM provides the Customer with an Electronic mail service by providing electronic mail boxes, the quantity and characteristics of which are specified in the Purchase Order. The Customer is responsible for picking up its electronic mail on a regular basis. NETIM cannot be held responsible for the loss and/or alteration of data due to the breach of this Customer obligation.

11.2 NETIM also provides, where appropriate, various different accessory services such as the provision of aliases, collector aliases, spam filter, etc. and/or Redirection services for electronic mail. The Customer undertakes to provide and configure in its Customer Space all information, data, parameters etc. required for the provision of these services. NETIM cannot be held responsible for information provided by the Customer that is incomplete, erroneous, inconsistent, not updated etc.

CLAUSE 12: MANAGEMENT OF DNS & IP

12.1 NETIM assigns and manages the Domain Name's DNS, as well as a shared IP address. This service is, where applicable, independent from that of the registration and renewal of the Domain Name. Nevertheless, each solution designates, where applicable, a Domain name, for which NETIM will assign and manage DNS. The Customer does not have the right to replace the DNS assignment with a different Domain Name.

12.2 By default, primary and secondary nameservers, as well as their respective IP, are allocated on NETIM servers.

12.3 This information can be changed at any time by the Customer in its Interface with the proviso that the Domain Name is under the technical management of NETIM as Registrar. Otherwise, the Customer must perform the necessary arrangements with its Registrar.

12.4 If the Customer subscribes a hosting solution when its Domain Name has already been registered with a different Domain Name registration service provider and/or a different Registrar, the duration of the subscription to the solution is autonomous from that of the registration and therefore from the renewal of said Domain Name. Except in the event of transferral of the Domain Name to the benefit of NETIM of said Domain Name, the Customer is responsible for carrying out itself, at its own expense and by its own means, the renewal and payment for the Domain Name independently of the renewal of the solution which consists, in this case, in the management of DNS only.

12.5 The Customer must use the shared IP address that it has been assigned by NETIM exclusively. It is formally forbidden for the Customer, under penalty of termination under the conditions stipulated in clause 19.5 herein, to disturb or paralyse the exchanges or operation of the Internet and of the NETIM telecommunications network, particularly by using an IP address that has not been assigned to it. The Customer may be penalised by suspension of the Service and invoiced for the cost of intervention by NETIM staff.

12.6 NETIM reserves the right, particularly for the requirements in terms of continuity of Service, to modify, after notice has been given, the shared IP address assigned to the Customer.

CLAUSE 13: SUPPLY OF SOFTWARE & MAINTENANCE

13.1 Software that can be made available to the Customer in the context of the Service remains the property of NETIM or of its respective publisher. The Customer hereby agrees not to use said Software outside the context of the Service. The Customer hereby agrees not to copy, reproduce, represent, adapt, modify, decompile in anyway whatsoever the Software and/or its documentation.

13.2 NETIM installs and sets the parameters for Software on the Server and, where applicable, ensures their maintenance or update.

CLAUSE 14: TECHNICAL RESTRICTIONS

14.1 The Customer declares that it is fully informed as to the restrictions of a shared hosting service. The Customer also declares that it is informed that the unlimited nature of the Traffic assigned to the Customer in the context of the Service is subject to Technical Restrictions. The use of the Service is subject to various Technical Restrictions as specified on the NETIM Website and/or in the Manager Space, which the Customer declares to have acknowledged and undertakes to respect its terms at all times, as well as their updates that it undertakes to consult regularly. It therefore falls under the Customer's responsibility to take all necessary measures to comply with the Technical Restrictions.

14.2 The Technical Restrictions particularly include:

14.2.1 NETIM supplies solutions which enable, where applicable, the use of programs and scripts such as CGI, PhpNuke, PhpBB, PHP and other executable programs. These programs and scripts are likely to consume significant System Resources which can subsequently cause total or partial unavailability of System Resources for the other Clients. The Customer must therefore ensure that the programs and scripts installed on the Server do not generate over [2% consumption of System Resources for a period of time of over 5 seconds or 3,600 connection hits maximum per hour.] Furthermore, the Customer must ensure that said scripts and programs do not interact on the configuration of the Server and/or Software and/or System Resources.

14.2.2 In the same manner, the Customer is informed that the misuse (or misuse due to incorrect programming) of scripts and programs such as MySQL and PHP (loop scripts, persistent connection etc.) can render the operation of the Website and/or the Server and/or Software and/or System Resources incompatible. It therefore falls under the Customer's responsibility to ensure that all programs, scripts, data etc. are compatible with the Server and/or Software and/or System Resources.

14.3 NETIM does its very best to notify the Customer if the Customer has not complied with the Technical Restrictions, particularly those stipulated in the terms of clause 14.2 herein. Nevertheless, in the event of non-

compliance by the Customer of said Technical Restrictions, which result in preventing NETIM from providing the other Clients using the server and/or System Resources with an acceptable quality of service, NETIM reserves the right, at any point in time, for whatever reason and without justifying its action, to suspend the Service immediately and without former notice until the Customer complies fully with Technical Restrictions.

14.4 In the event of repeated non-compliance with Technical Restrictions on the part of the Customer, NETIM reserves the right to terminate the provision of the Service without formal proceedings and at the exclusive fault of the Customer, without the Customer being able to claim a refund for all or part of sums it has paid and/or compensation of any kind and/or damages and interests.

14.5 In the event of the intrusion into the Server by hackers via a security loophole caused by the misuse or incorrect programming of scripts in programs installed by the Customer, NETIM reserves the right to suspend the Service immediately at any point in time and without former notice, to prevent propagation of the intrusion or the disturbance of the Server by acts of spamming, fishing, etc.

CLAUSE 15: SERVICE AVAILABILITY

15.1 Due to the shared nature of System Resources and of the Server assigned to the availability of the Service, NETIM is not in a position to guarantee constant availability of the Service for the Customer. NETIM does its very best to provide the Service, subject to maintenance periods.

15.2 NETIM reserves the right to interrupt the Service for maintenance work and/or improvement of the Service and/or the server. Whenever it is possible for NETIM to do so, it will notify the Customer prior to any interruption of Service. In the event of an emergency, NETIM nevertheless reserves the right to suspend partially or totally, for a reasonable period of time, the Service in order to conduct required technical operations. Such interruptions of Service do not entitle the Customer to compensation.

15.3 In the event of inaccessibility of Service due to technical dysfunctions falling under NETIM responsibility, NETIM will do its utmost to resolve the dysfunction(s) within 48 working hours starting from the written notification addressed, exclusively through the Manager Space, to NETIM provided that

- i) the Customer describes the dysfunctions as precisely as possible
- ii) the Customer collaborates fully with NETIM
- iii) said dysfunctions are not due to the misuse of the Service by the Customer.

CLAUSE 16: ADDITIONAL SERVICES – SERVICES NOT PROVIDED

16.1 In the framework of the provision of the Service, NETIM provides various Additional Services. These Additional Services are subject to the General Terms and Conditions for Shared Hosting herein and, where applicable, to the Special Terms and conditions. The order and/or use of these optional and/or additional services by the Customer imply the Customer's acceptance without reservation or restriction of the General Terms and Conditions for Shared Hosting herein and, where applicable, the Special Terms and Conditions.

16.2 The Customer is informed that the Service does not include any services

- i) of backup for data and/or the Website
- ii) of provision of a firewall preventing the intrusion of third-parties. It is therefore the Customer's responsibility to subscribe to such a service, if necessary, with NETIM or a different service provider of its choice. Subsequently, NETIM cannot be held responsible for the loss of data and/or the Customer's Website.

CLAUSE 17: NETIM ASSISTANCE

17.1 For all services subject to this agreement, the Customer disposes of a ticket-based online help service via its Interface and via electronic mail.

17.2 NETIM provides technical support concerning the service by replying as quickly as possible to the Customer's questions and comments, without commitment on the part of NETIM to provide a solution or a response time to the Customer.

CLAUSE 18: LIABILITY

18.1 NETIM hereby assumes an obligation to exercise due care. NETIM cannot be held responsible for the payment of indirect and consequential damages to which the Customer is subject due to, directly or indirectly, the execution or the improper execution of this Agreement, particularly such as loss of turnover, Customer's profits, computer data, moral prejudice etc.

18.2 As an essential and determining condition of these CG-HM, if NETIM was to be found responsible, the Customer may not claim, as compensation and damages and interests or payment of any kind, whatever the grounds, more than the sum of payments made by the Customer in the context of Services in the year of the intervening or damaging event.

18.3 In the case where the registration or transfer of a Domain Name were to fail due to the Customer's fault (particularly due to its failure to respect time-limits for payments, failure to respect time-limits for provision of documents necessary for the registration of a Domain Name subject to a Naming Charter, the incomplete or erroneous nature of said documents, etc.), the price paid by the Customer shall be irrevocably forfeited and definitively acquired by NETIM.

CLAUSE 19: NON PAYMENT – SUSPENSION - TERMINATION

19.1 In the event of failure on the part of the Customer to respect any of its obligations, NETIM reserves the right to suspend, after giving a reasonable notice period, the Domain Name, and to do so until the Customer respects its obligations perfectly.

19.2 In the event of non payment, including by cancellation or renunciation of an online payment, by the Customer for a creation, a renewal or a transfer of a Domain Name, NETIM reserves the right to suspend the Domain Name until the price has been paid in full, and this for a period of thirty (30) days, then at the end of this period, to delete the Domain Name in question without further notice.

19.3 In the event of late payment, NETIM shall be entitled to request the payment of interests at the legal rate or, as it sees fit, to apply a surcharge for late payment equal to 1.5 times the legal rate of interest per month of lateness starting from the scheduled due date for payment of sums on the basis of this clause.

19.4 If the formal notice sent to the Customer has no effect, NETIM may transfer at any point in time its debt to a factoring company in which case the payment is due to the benefit of the account mentioned on the invoice produced by the factoring company in question. In this case, NETIM shall invoice the Customer for the flat fee of 15 EUR corresponding to the administrative expenses incurred by the collection procedure.

19.5 Declaration by the Customer of false or dubious information, failure on the part of the Customer to update information provided to NETIM, or failure on the part of the Customer to reply for over fifteen (15) calendar days to requests from NETIM concerning the correctness of information that it has provided, including information concerning the different contacts associated to the registration of the Customer's Domain Name, may lead to the suspension of the Domain Name without formal proceedings.

19.6 Unless special clauses apply, in the event of failure by one of the parties to this Agreement to execute its obligations and if this party fails to rectify them, the other party has the right to terminate this Agreement, by registered post with acknowledgement of receipt, one (1) month after formal notice has been given without reply.

19.7 In the event of use of the service in breach of the terms of clauses 17.2 and 17.3 herein, the Customer shall be considered to be in serious non-fulfillment of its contractual obligations which authorises NETIM, at its convenience, to:

- i) suspend the service until the Customer respects its obligations in full
- ii) order the Customer to comply with its obligations following a formal warning

- iii) terminate this Agreement without formal proceedings, and to do so without prejudicing any direct and/or indirect damages and interests to which NETIM is eligible.

19.8 Suspension, termination or deletion of the service under the conditions determined in this clause shall not entail compensation of any kind to the benefit of the Customer.

19.9 The amount credited onto Customer's account can be refunded minus a fee of 50 EUR for administrative costs and bank incurred by NETIM for the payment.

CLAUSE 20: SATISFIED OR MONEY BACK

The Customer may submit a refund request by registered post with acknowledgment of receipt within 10 clear days after the date of payment for the Service. The "satisfied or money back" guarantee does not include costs pertaining to domain name registration.

CLAUSE 21 CORRESPONDENCE - PROOF

21.1 Unless special clauses apply in the CG-HM herein, all correspondence exchanged between the parties is made by electronic mail using the Interface .

21.2 In application of clauses 1316 and following the french Civil code and, where applicable, of clause L.110-3 of the french Code of commerce, the parties declare that all information delivered via the Interface and the NETIM Website are valid between the parties, provided that no contradictory certified and signed written documents are produced to counter this computerised information.

Elements such as the time of reception or sending, as well as the quality of data received shall be valid by priority as figuring on the NETIM computer systems, or as authenticated by NETIM's computerised procedures, unless the Customer produces written proof to the contrary.

The scope of application of the proof of information delivered by the NETIM computer systems is that assigned to original documents in the sense of a written paper document, signed by hand.

CLAUSE 22: PERSONAL DATA

22.1 In compliance with the French law n°78-17 "loi informatique et liberté" of 6th January 1978, the Customer has the right to access, modify, correct and oppose their personal data by sending an electronic mail to the following address: "support@netim.com".

22.2 The Customer authorises the use of its personal data in the context of this Agreement.

CLAUSE 23: CONTRACTUAL AMENDMENTS

23.1 If one or several clauses of this Agreement are deemed to be invalid or declared as such in application of a law, a regulation or following a court order from a competent jurisdiction, the other stipulations shall retain their force and their effect.

23.2 The fact that either of the parties has not demanded, temporarily or permanently, the application of a clause herein, does not waiver the rights held by this party. No correspondence, documents, electronic mail etc. can contradict the terms of these CG-HM unless it is subject to an amendment duly signed by the representatives of both parties.

23.3 In the case where the law is changed and as a result new obligations apply, these shall be integrated directly into these CG-HM without requiring prior notice to be given to either party, each party being legally responsible for its own acts. On these grounds, neither one of the parties may be held responsible.

23.4 If the CG-HM on line on the website were to be amended, only those accepted by the Customer will be applicable. Nevertheless, any renewal of the agreement shall be carried out in compliance with the currently applicable updated general terms and conditions, unless a specific agreement has been duly specified between the parties.

CLAUSE 24: INTERPRETATION OF THE AGREEMENT

24.1 The clauses of these CG-HM express the agreement made between the parties in full. They take precedence over any proposal, commercial offer, correspondence exchanged before or after the signing of the present agreement, as well as over any clause figuring in documents exchanged between the parties and relative to the subject of these CG-HM.

CLAUSE 25: RELATIONSHIP WITH THIRD-PARTIES

25.1 The Customer explicitly authorises NETIM to subcontract all or part of the services that are subject to the present agreement. Unless former written agreement from NETIM or special agreement, the Customer is not authorised to transfer rights and obligations of these CG-HM in part or in full, particularly to allow third-parties to benefit from all or part of the service.

25.2 The Customer explicitly authorises NETIM to cite the Customer and/or its Domain Names, including the Website associated to it, as a business or publicity reference.

CLAUSE 26: APPLICABLE LAW – JURISDICTION

26.1 These CG-HM are subject to French law.

26.2 In the event of problems in the application of these CG-HM, the parties agree to submit to a mutual agreement procedure before undertaking legal action.

26.3 IN THE EVENT OF A DISPUTE WITH RELATION TO THESE CG-HM, TO THEIR INTERPRETATION AND TO THEIR CONSEQUENCES OR TO DEEDS COMPLEMENTING OR AMENDING THEM, EXPLICIT AND EXCLUSIVE JURISDICTION IS ASSIGNED TO THE LILLE COURTS OF JUSTICE, IN FRANCE, NOTWITHSTANDING PLURALITY OF DEFENDERS, GUARANTEE CLAIMS, SUMMARY PROCEEDINGS AND EXPERTISE.