

NETIM - GENERAL TERMS AND CONDITIONS FOR SHARED HOSTING

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NETIM SARL
165 avenue de bretagne
59000 LILLE, FRANCE
Registered under number 451 394 720 RCS LILLE

Hereafter referred to as "NETIM"

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

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 customers.

-**"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 customers 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 customers 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"**: Hosting platforms, excluding Software, Shared by several customers and enabling NETIM to provide the 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 1 : PURPOSE

These general conditions are intended to define the conditions under which NETIM agrees to host on its Server the Customer's Internet service.

These conditions supplement the "CG-NETIM" and prevail over these conditions should any conflict arise between these two documents. They may also, where appropriate, be applicable in conjunction with the NETIM's other services Terms and Conditions which would then be traceable to each separate benefits involved.

CLAUSE 2 : DESIGNATION OF SERVICE

The service includes the provision to the Customer of a storage on NETIM's Server, which is associated with System Resources, whose use is Shared with several Customers of the latter, for the storage of the Customer's website and its dissemination on the Internet.

NETIM is not involved, as defined herein, in : the design, the development, the implementation and the establishment of the Customer's website and its tools for management and administration.

NETIM reserves the right to substitute at any time the Server's portion allocated to the Customer, especially in case of : change of NETIM's Server farm, Server's compliance/repairing/maintenance etc.. . NETIM undertakes to use its best efforts to first inform the Customer and will, with the assistance of the latter, take care of the transfer of the Customer's Web site on another Server.

CLAUSE 3: USE OF SERVICE

3.1 Domain Name and DNS management

Each Package designates 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.

Customer is responsible for ensuring that the Domain Name associated with the service uses NETIM's name Servers or at least points to those. These settings can be changed at any time by the Customer in the Interface with the proviso that the Domain Name is under the technical management of NETIM.

For every subscription when the Domain Name was previously registered with another Registrar, the Customer shall make, on its own, the necessary steps with the latter. It's the same for any Domain Name or subdomain used in connection with the Service.

3.2 IP Addresses

NETIM assigns a Shared IP address, the latter is Shared with other Customers.

The Customer must use the Shared IP address that it has been assigned by NETIM exclusively. It is formally forbidden for the Customer 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.

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.

3.3 Provided Services

Regarding the selected package, NETIM provides the Customer with a certain amount of services and System Resources whose characteristics are mentioned in the subscribed package, which may be subject to Technical Restrictions (see Article 7)

3.4 Additional Services

As part of providing the Service, NETIM provides various Additional Services. These Additional Services are subject to these terms and, where appropriate, to the Special Conditions. The order and / or use of these Additional Services by the customers implies acceptance without limitation or qualification of these terms, if any, special conditions.

3.5 Unprovided Services

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

- of backup for data and/or the Website
- 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 his choice. Subsequently, NETIM cannot be held responsible for the loss of data and/or the Customer's Website.

CLAUSE 4 : CUSTOMER'S OBLIGATIONS AND RESPONSABILITIES

4.1 Towards the service

Customer installs, edits and publishes the Web site under his name and his sole responsibility.

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 System Resources made available in Shared mode and Shared by several users.

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 his 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.

The Customer guarantees that it will take all technical precautions for the use of the Service, as well as for the compatibility of his Website with the Service, the Server, the System Resources, the Software and the Technical Restrictions.

The Customer must ensure that the System Resources with which it has been assigned responds to his requirements. Where applicable, the Customer is responsible for asking NETIM, in a timely manner, to provide him, at the applicable rate and subject to the solutions that NETIM provides at the time of the request, with an increase in the System Resources with which it has been assigned on the Server.

4.2 Towards the legal provisions and third-parties

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 :

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

The Customer undertakes to ensure that his 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 he disposes, for the distribution and running of his Website of all:

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

4.3 Towards the use of the service

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

The Customer agrees not to host websites with racist, pornographic or illegal content, and those with links to such sites.

Similarly, he undertakes not to host websites related to proselytism of sects such as criticized in the parliamentary report "Les sectes en France", or considered as representing a sectarian risk for state services or recognized as such by a court which has the force of res judicata. He also undertakes not to redirect to such sites.

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.

CLAUSE 5 : NETIM'S OBLIGATIONS

NETIM undertakes to exercise due care and diligence in providing quality service in accordance with industry practice. NETIM responds only to an obligation of means 24h/24 every day of the year.

NETIM manages the Server's hardware maintenance, except for the Software and the Website which are under the Customer's control. NETIM strives to maintain the Server, the System Resources and the physical connection to the telecommunications networks.

NETIM agrees, if necessary, to replace the defective elements in the shortest possible time without charging for those services the Customer, unless the malfunction of the Server and / or System Resources has been caused by the Customer.

NETIM ensures the Server's installation and configuration, and, where applicable, maintenance or updates.

NETIM provides the Customer with System Resources as determined in the selected Package, to ensure the proper functioning of the website's Shared hosting and the Service.

CLAUSE 6 : NETIM'S RESPONSABILITIES

NETIM reserves the right to discontinue the Service, particularly if the service is a danger for NETIM's Server, whether due to hacking of the Service, or following a non-facility update application which results in the detection of a flaw in the system security. NETIM agrees to reconnect the service on the Customer's request, once the correction procedures have been completed by the Customer.

NETIM not be held responsible:

- the content, sound, text, images, form elements, data available on the websites hosted on the Customer Service, transmitted or uploaded by the Customer and in any capacity whatsoever;
- non-compliance or partial of a bond and / or failure of the operators of transmission networks to the Internet world and in particular his or her access providers;
- a failure due to improper misuse of the Service by the Customer;

CLAUSE 7 : TECHNICAL RESTRICTIONS

The Customer declares that he is fully informed as to the restrictions of a Shared hosting service. The Customer also declares that he is informed that the Service is subject to Technical Restrictions, which he declares to have acknowledged and undertakes to respect its terms at all times, as well as their updates that he undertakes to consult regularly. It therefore falls under the Customer's responsibility to take all necessary measures to comply with the Technical Restrictions.

The Technical Restrictions particularly include:

NETIM supplies solutions which enable, where applicable, the use of programs and scripts such as PHP, Joomla, Wordpress, SPIP 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 Customers. The Customer must therefore ensure that the programs and scripts installed on the Server do not generate over [10% consumption of Server total Resources for a period of time of over 30 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.

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.

The Customer knows that the sending of email, e.g issue of a newsletter, is limited to one sending per second. The sending of unsolicited emails such as spam is forbidden.

NETIM does its very best to notify the Customer if the Customer has not complied with the Technical Restrictions, . Nevertheless, in the event of non-compliance by the Customer of said Technical Restrictions, which result in preventing NETIM from providing the other Customers 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.

CLAUSE 8 : SERVICE AVAILABILITY

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.

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.

As part of maintenance and/or improvement of the Service and/or the Server that may impact the compatibility of customer's website. NETIM agrees to notify the customer 30 days in advance and state the details of evolution and new requirements (eg a new version, new PHP settings, a new release of the interface, or any Server's system elements). Then, the Customer must ensure that his website and other scripts will be compatible with the requirements before the due date. After this date, NETIM won't ensure the proper functioning of any website which is not up-to-date or which is not compatible with the new specifications and/or requirements.

In the event of inaccessibility of Service due to technical dysfunctions falling under NETIM's responsibility, NETIM will do its utmost to resolve the dysfunction(s) within 48 working hours starting from the written notification by the Customer to NETIM provided that :

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

CLAUSE 9 : RENEWAL / EXPIRATION OF THE SERVICE

When the Service's expiry date has passed, and failing prior renewal by the customers, the Service shall be frozen and suspended for a period of sixty (60) calendar days during which all NETIM's associated services shall not be available.

Any expired Service can be renewed at the rate and conditions applicable at the time of its subscription . Once payment of the price in full has been received by NETIM, the Service and its associated services shall be immediately re-activated for the new chosen duration starting from the previous expiry date.

When the suspension period of sixty (60) calendar days has passed, the Service will be removed by NETIM. Therefore, data from the Service can not be recovered including files, statistics of visits and more generally all the data associated with the Service.

Customer acknowledges that it is not possible to restore or recover data when the service is removed from NETIM's Server.

For every subscription when the Domain Name was previously registered with another registrar, the Customer must ensure at his own

expense and under his own power, the renewal and payment of the Domain Name, irrespective of the renewal of the Service.

CLAUSE 10 : SUSPENSION – TERMINATION

When using the service in contravention of the terms hereof, the Customer shall be deemed in breach of his contractual obligations permitting NETIM, at its option, to:

- suspend the service until full compliance by the Customer of his obligations;
- give notice to the Customer to meet his obligations following notice;
- automatically terminate this Agreement, without prejudice to any damages for any direct and / or indirect that the Customer may claim;

When using the Service in violation of the terms of Article 7 hereof, NETIM reserves the right to suspend the service, until full compliance with his obligations.

In case of intrusion on the Server by hackers via a security hole caused by incorrect programming or script known in the programs installed by the customer, NETIM reserves the right at any time, to suspend immediately and without notice the Service, in order to avoid spread of the intrusion or disturbance Server acts of spamming, fishing...

The Customer will be notified by email when he reaches 75% exceeded Systems Resources allocated monthly as part of the Service. Similarly, the Customer will be notified of the suspension of the Service as soon as one of the following Systems Resources (Traffic or disk space) will exceed the monthly allocated quota. The Customer should then proceed to a hosting upgrade or he should take necessary actions to consume fewer resources systems.

NETIM reserves the right to suspend the service without notice if a judicial authority or a notification from a third-party, pursuant to Article 6 of LCEN ("Loi pour la Confiance en l'Economie Numérique) in force in France, request a temporary or permanent suspension.