

NETIM - GENERAL TERMS AND CONDITIONS FOR SHARED HOSTING

CG-HM version 2.1 – 25th February 2020

NETIM, 264 avenue Arthur Notebart 59160 LILLE FRANCE,

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:

« Applications » : Open-source software, such as Wordpress or Prestashop, which can be installed by the Client or by NETIM in order to publish a website.

« Bandwidth » : data transmission capacity on the Internet, the level of which is determined by NETIM, allotted in a shared manner to several Customers.

« Data » : Data, such as files of a website, e-mails or any file present on the Customer Service, hosted on the Hosting Platform.

« Features » : Features, included or optional, to use and operate the Service.

« 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 as part of the Service. By convention, this definition includes a V4 and a V6 IP address.

« Domain Name » : Internet address used to indicate the physical location of a website or to designate e-mail addresses

« System Resources » : storage, memory and calculation capacity of computers, bandwidth made available to the Customer by NETIM as part 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.

« Hosting Platform » : IT infrastructure shared by several Customers and enabling NETIM to provide the Service.

« Service » : Hosting offer subscribed by the Customer and governed by the present CG-HM.

CLAUSE 1 : PURPOSE

These general conditions are intended to define the conditions under which NETIM agrees to host on its Hosting Platform 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 Hosting Platform, which is associated with System Resources, whose use is Shared with several Customers of the latter, for the storage of the Customer's Data and its diffusion on the Internet.

In addition, NETIM provides Features allowing the Customer to operate the Service independently and benefit, for example, from email service, databases, etc.

NETIM is not involved, as defined herein, in the design, the development, the implementation and the establishment of

the Customer 's website.

NETIM reserves the right to substitute at any time the Hosting Platform's portion allocated to the Customer, especially in case of change, compliance, repair, maintenance,... , of NETIM's IT infrastructure. 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 Data.

CLAUSE 3: USE OF SERVICE

3.1 Domain Name and DNS management

According to the Hosting offer subscribed, the Service authorizes the use of one or more Domain Names for which NETIM ensures the allocation and management on the Hosting Platform.

It is imperative that the Customer has the capacity of administrator on these Domain Names before any subscription of the Service. Indeed, the implementation of the Service may require operations on the configuration of Domain Names to allow the proper installation and use of the Service.

Therefore, it is up to the Customer to ensure that the Domain Names associated with the Service use NETIM DNS servers or point to the Hosting Platform thanks to their DNS configuration. These settings can be changed at any time by the Customer in the Interface provided that the Domain Names are under the technical management of NETIM.

External domain names

In the event that the Customer wishes to use a Domain Name previously registered with another Registrar, NETIM will initiate an ownership verification process. To do this, the Customer will be asked to add a TXT type record in the DNS configuration of the Domain name. Consequently, the Customer accepts that the creation of the Service will only be carried out if this process is successful.

In addition, the Customer acknowledges that he will have to carry out, by his own means, the necessary steps with his Registrar to complete the verification process, change the DNS servers or modify the DNS configuration of his Domain Name so that it is functional with the Service.

3.2 IP Addresses

NETIM ensures, in the framework of the Service, the allocation of a Shared IP address with other Customers.

The Customer must only use the IP address allocated to him by NETIM. The Customer is strictly prohibited from interfering with or paralyzing the exchanges or the functioning of the Internet and the NETIM network, in particular by using an IP address which has not been assigned to him.

NETIM reserves the right, in particular for service continuity requirements, after formal notice, to modify the Shared IP address assigned to the Customer.

3.3 Provided Services

According to the Hosting offer subscribed, NETIM provides the Customer with a certain amount of Features and System Resources whose characteristics are mentioned in the subscribed offer, which may be subject to Technical Restrictions (see Article 7).

NETIM reserves the right to modify the list of Features or characteristics of System Resources of a hosting offer without prejudice to Customers with an active Service. In other words, the Customer may automatically benefit from the new Features and new System Resources.

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 Applications

NETIM makes available to the Customer Applications which can be pre-installed or installed automatically on request.

In this context, NETIM strives to offer these Applications in their latest version and will install them according to the automatic procedure of their editor. NETIM will not assume any responsibility for the installation or use of these Applications, as defined in article 6.3, and will not provide any support for the use of these.

NETIM reserves the right to modify the Applications available without notice.

3.6 Backups and restores

In providing the Service, in accordance with the state of the art of the profession, NETIM performs and stores a backup of the Customer's Data over a period of 7 rolling days. These archives are intended to restore the Service, by NETIM, to the maximum possible, in the event of a hardware failure.

The Customer is informed that he will not be able to access these backups in order to restore all or part of his Data by his own means.

Nevertheless, the Customer can make a request in this sense so that NETIM studies the feasibility of recovery and / or reinstallation. This service will be subject to the acceptance of a lump sum payment or, for more complex requests, a free detailed quote.

NETIM warns that files with following extensions are excluded from archiving:

.tar.gz, .tar, .iso, .img, .zip, .jpa, .7z, .rar, .mkv, .wav, .mp3, .flac, .avi, .mpeg, .mp4, .mpg, .tmp, .ogg, .wmv, .vdi or more generally any extension having the same destination as those previously mentioned, as well as the files encrypted, illegible, corrupted, and not respecting the technical restriction of article 7.3.2.

CLAUSE 4 : CUSTOMER'S OBLIGATIONS AND RESPONSIBILITIES

4.1 With respect to the Service

The Customer declares that he 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 he disposes of all the necessary hardware, software, skills and, where applicable, staff for publishing, editing, updating and maintaining his website, as well as for using the Service. The Customer guarantees that he will use the Service in compliance with the Technical Restrictions, without this use causing damage to the Hosting Platform.

The Customer must ensure that the System Resources allocated to him meet his needs. It is up to him, if necessary, to request NETIM in good time to grant him, at the applicable price and amongst available hosting offers at the time of the request, an increase in the System Resources allocated to him.

4.1.1 In the context of the use of web functionalities

The Client installs, edits and publishes its website under his name and under his sole responsibility.

The Customer guarantees that he will take all the technical precautions for the use of the Service, as well as in particular the compatibility of its website with the Service, the Hosting Platform, System Resources and Technical Restrictions.

The Customer is solely responsible for the creation, management, administration, deletion of sites as part of the Service. As such, he is responsible for ensuring the proper management of user access to the sites and generating sufficiently secure passwords for each of them.

The Customer guarantees NETIM that he will use the Service only for strictly lawful purposes.

The Customer undertakes to not host:

- racist, pornographic or illegal websites and those which have hypertext links towards this type of websites;
- URL shortening or redirection tools;
- file sharing tools (photos, videos, images, documents, mp3, etc.) whether public or private (such as Owncloud,...) or of the "mirroring download" type;
- data not intended to be published on the Internet (such as backups, archiving of private or professional data,...);
- forums and chat rooms, P2P links, programs or services relating to the IRC protocol, hijacking sites (Phishing), tools or programs for relaying Internet requests, performing IP address scan or cryptanalysis or any other content allowing malicious or illicit acts to be carried out.

4.1.2 In the context of the use of electronic mail

The Client guarantees NETIM that he will only use the Service for the purpose of exchanging private or professional correspondence and accordingly refrains from using said Services to carry out unsolicited commercial canvassing acts, including large number, transmission of illegal information or documents and, more generally, committing illegal acts.

The Customer is solely responsible for the content of the information transmitted, disseminated or collected, for its exploitation and updating, as well as for all files, in particular address files.

The Customer is solely responsible for the creation, management, administration, deletion of e-mail accounts as part of the Service. As such, he is responsible for ensuring the proper management of user access to email accounts and generating passwords that are secure enough for each of them.

NETIM reminds the Customer that the violation of the secrecy of correspondence is criminally reprehensible in accordance with the provisions of articles 226-15 and 432-9 of the penal code and L33-1 of the French postal and electronic communications code.

4.1.3 In the context of the use of Applications

The Customer is responsible for the content of the website and in particular for maintaining the security of the Applications installed by himself or automatically by NETIM.

The Customer undertakes to:

- apply security updates to Applications, modules and any other element relating to installed Applications;
- observe the license conditions of the publishers concerning the installed Applications;

4.2 Towards the legal provisions and third-parties

The Customer guarantees NETIM that he will use the Service only for strictly lawful purposes and that the information published on the website or the exchange of electronic correspondence will not infringe the rights of third parties, in particular by defamatory, disparaging, racist and anti-Semites comments, praising the commission of crimes or offences, etc.

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.

He 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;

CLAUSE 5 : NETIM'S OBLIGATIONS

5.1 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.

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

5.3 NETIM provides the Customer with System Resources as well as Features, as determined in the offer of the chosen Service, on the Hosting Platform in order to provide a shared hosting and the Service.

5.4 NETIM undertakes not to violate the secrecy of correspondence in accordance with the provisions of articles 226-15 and 432-9 of the French penal code and L33-1 of the French postal and electronic communications code. Unless expressly agreed by the Customer, NETIM will in no case access the Customer's data, in particular the Service's e-mail accounts.

CLAUSE 6 : NETIM'S RESPONSIBILITIES

6.1 NETIM reserves the right to suspend the Service, in particular if this Service constitutes a danger for the security of the Hosting Platform, whether following a hacking of said Service, or following a non-installation of an Application update resulting in the detection of a flaw in the security of the system. NETIM undertakes to re-establish the Service, at the request of the Customer, as soon as the corrective actions have been carried out by him.

6.2 NETIM cannot be held responsible for:

- the content of the information, sound, text, images, form elements, data accessible on the websites hosted by the Customer, transmitted or put online by the Customer for any reason whatsoever;
- the content of the information transmitted, disseminated or collected, its use and its updating, as well as all files, in particular address files, for whatever reason;
- in the event of an intrusion into the Interface or into e-mail accounts which is directly attributable to poor access management by the Customer;
- total or partial non-compliance with an obligation and / or failure by operators of transport networks to the Internet world and in particular by its access providers;
- a failure caused by improper use of the Service by the Customer;

6.3 NETIM assumes no responsibility whatsoever for the Applications used by the Customer. Installation and use of the Applications made available by NETIM are carried out at the Customer's own risk. In particular, NETIM does not provide any assurance and guarantee concerning the stability, reliability, quality, suitability for a specific use or specific results of these Applications and accepts no responsibility in this regard.

CLAUSE 7 : TECHNICAL RESTRICTIONS

7.1 Compliance with technical restrictions

The Customer declares to be fully informed of the limits of a shared hosting service. He further declares to be informed that the use of the Service is subject to Technical Restrictions, of which he declares to be aware and undertakes at all times to respect the terms thereof, as well as their updating which he undertakes to consult regularly. It is therefore the responsibility of the Client to take all necessary measures to comply with the Technical Restrictions.

7.2 Failure to comply with technical restrictions

NETIM makes every effort to notify the Client of its non-compliance with Technical Restrictions, in particular those enacted under the terms of this article. In case of occurrence, a notification by e-mail and / or by support ticket will be sent to the Customer who is required to validate the successful receipt and understanding of the request made by NETIM.

If the customer does not respond within 24 hours, and if the problem persists, NETIM reserves the right to suspend all or part of the Service.

However, in the event of non-compliance by the Customer with said Technical Restrictions, which has the consequence of preventing NETIM from providing other Customers using the hosting Platform with an acceptable quality of service, NETIM reserves the right, at any time, whatever the reason, to suspend immediately and without notice, all or part of the Service, until complete compliance by the Customer with the Technical Restrictions.

7.3 Description of technical restrictions

7.3.1 Using scripts

NETIM provides hosting offers that allow the use of scripts, with programming languages such as PHP, and which are likely to consume significant System Resources.

In order to provide a good quality of service to all its Customers, NETIM reserves the right to stop the execution of scripts if they use too many resources and jeopardize the proper functioning of the Hosting Platform.

To assess the reasonableness of script usage with regard to the Hosting Platform, the following criteria will be used:

- Daily traffic;
- Number of web requests per day;
- Use of the processors of physical servers ("CPU");
- Use of the memory of physical servers ("RAM");
- Any other reason not defined herein but which, in the opinion of NETIM, could risk jeopardizing the Hosting Platform.

In any case, the Customer will be required to make known the precise reason for which he uses these scripts.

The Customer must also ensure that said scripts do not interact with the configuration of the Hosting Platform and / or System Resources.

In the same way, the Customer is informed that the improper use (or based on incorrect programming) of scripts (loops, persistent connections, etc.) may be such as to make the operation of the website incompatible with the Hosting Platform. It is therefore the responsibility of the Customer to ensure the compatibility of all of his scripts with the latter.

7.3.2 Use of storage space

The Customer is responsible for respecting the volume of storage authorized in his Service offer.

Since the storage of a large number of files can considerably affect the performance of the Hosting Platform, the storage made available to the Customer is limited to 50,000 files per site and 20,000 per directory.

In addition, the storage of files larger than 500 MB is prohibited.

7.3.3 Use of Bandwidth

The bandwidth of the Hosting Platform is technically limited due to its infrastructure and connectivity to the Internet. However, the Service offers offered by NETIM provide unlimited bandwidth assuming that the Customer does not have a commercial limitation of its Bandwidth.

The Customer undertakes to ensure that the traffic generated on its websites is not excessive and likely to jeopardize the Hosting Platform. The Client acknowledges that the excessive traffic criterion is at the sole discretion of NETIM.

The Customer is informed that DDOS type attacks beyond the mitigation capacity of the Hosting Platform fall within this framework.

7.3.4 Use of databases

Databases are not intended to be used from outside of the NETIM Hosting Platform.

However, within the framework of certain Service offers, the Customer can activate remote access for its database users. This should only be used for database administration and maintenance purposes. It is not intended to be used by websites or applications external to the Hosting Platform.

Database servers are by nature limited in number of simultaneous requests, and in order to preserve the quality of service of other users of the Hosting Platform, a limitation of simultaneous connections per user is applied. This limit depends on the Service offer subscribed by the Customer and can be viewed in the corresponding description.

7.3.5 Sending electronic messages

The Customer is informed that:

- the sending of e-mails in the context of a newsletter or unsolicited is prohibited;
- the Service Lite offer does not have PHP mail () functions as well as network functions allowing the sending of e-mails.

The delivery of e-mails being notably based on the reputation of the mail servers, and in order to preserve the quality of service to other users of the Hosting Platform, a sending limitation per hour is applied. This limitation depends on the Service offer subscribed by the Customer and available at the following address [https://support.netim.com/en/wiki/Email_limitations_\(shared_hosting_offers\)](https://support.netim.com/en/wiki/Email_limitations_(shared_hosting_offers)) The Customer therefore acknowledges that sending a large number of e-mails in a short time can cause a delay in their reception by the recipients.

In addition, the Customer is informed that, in order to avoid any abuse, each new site is subject to a 30-day trial period during which the limitation of sending emails is reduced by 50%. The latter can be lifted at the sole discretion of NETIM at the request of the Customer.

7.4 Inadequate technical restrictions

The Customer acknowledges that, with regard to the sustained use of System Resources, he may be advised and encouraged to opt for a superior Service offer or a dedicated hosting offer.

CLAUSE 8 : SERVICE AVAILABILITY

8.1 Given the shared nature of the System Resources made available to the Customer, NETIM is not able to guarantee the Customer a constant availability of the Service. NETIM makes every effort to provide the Service, subject to maintenance periods as described in 8.2.

NETIM makes its best efforts to ensure the continuity of the Service and the stability of the Hosting Platform. However, given the complexity and the specific circumstances to its activity as a technical intermediary and more specifically as a web host within the meaning of the French Law of June 21, 2004 known as the Law for "la confiance dans l'économie numérique", ("LCEN"), NETIM can only be held to an obligation of means under these CG-HM.

Consequently, NETIM cannot be held responsible for delays or problems in the routing of e-mails and computer data, loss of data, difficulties or impossibilities of access, slow connection, or any other technical problem due to circumstances and / or to technical intermediaries external to NETIM.

8.2 NETIM reserves the right to suspend the Service for maintenance and / or improvement of the Service after notification to the Customer. Nevertheless, in an emergency situation, NETIM reserves the right to partially or totally suspend the Service for a reasonable period of time to conduct any required technical operation. These interruptions of Service cannot give any compensation for the Customer.

8.3 In the context of maintenance and / or improvement work on the Service which may affect the compatibility of the Customer's websites, NETIM undertakes to notify the Customer 30 days in advance and state the details of the changes as well as the new prerequisites (for example a new version or new PHP settings). It will then be up to the Customer to ensure that his websites and other scripts will be compatible with the new prerequisites before the scheduled date, after which NETIM cannot guarantee the proper functioning after said work.

8.4 In the event of downtime of the Service due to technical malfunctions within the remit of NETIM, NETIM will do everything in its power to resolve these malfunctions within 48 working hours from the notification of the Customer to NETIM provided that:

- the Customer describes as precisely as possible the malfunctions noted;
- the Customer fully cooperates with NETIM;
- said malfunctions do not originate from improper use of the Service by the Customer;

CLAUSE 9 : RENEWAL / EXPIRATION OF THE SERVICE

9.1 After the expiration date of the Service and without prior renewal by the Customer, the latter will be suspended and deactivated during a period of sixty (60) calendar days during which all of the associated Features will not be available.

9.2 Any expired Service may be renewed at the pricing and under the conditions in force at the time of the request. Upon receipt of the full payment in the hands of NETIM, the Service and associated Features will be immediately reactivated for the new period chosen from the previous expiration date.

9.3 At the end of the suspension period of sixty (60) calendar days, if the Customer has not renewed the Service, the latter will be deleted by NETIM. As a result, Customer Data will no longer be recoverable, in particular files and more generally all data associated with the Service.

9.4 The Customer acknowledges that it is not possible to restore or recover data once the Service is deleted from the Hosting Platform.

9.5 In the event of a subscription by the Customer of the Service when his Domain Name has been previously registered

with another Registrar, it is up to the Customer to carry out himself, at his expense and by his own means, the renewal and payment of the Domain Name, regardless of the renewal of the Service.

ARTICLE 10: CHANGE OF OFFER

10.1 The Customer may request an upgrade to another offer at any time from the Interface with or without re-engagement.

10.2 The change of offer is only possible towards a compatible offer presenting Resources superior to the current offer.

10.3 The Customer will benefit from an order form showing the price of the new offer in proportion to the remaining time and the sums already paid.

10.4 The Client acknowledges that it is not currently possible to request a change to an offer with Resources below the current offer.

ARTICLE 11: SPECIAL CONDITIONS OF THE LITE OFFER

11.1 The "Lite" offer designates a Domain Name without the possibility for the Customer to modify this allocation for the benefit of another Domain Name.

11.2 The Customer acknowledges that the Service is necessarily linked to a Domain Name for which he is the administrator with NETIM and of which NETIM is the Registrar. Therefore, the Service will be terminated, as of right, as defined in article 13.5:

- in the event of transfer of the Domain Name to another Registrar;
- in the event of an internal transfer of the Domain Name to another Customer;
- if the Domain Name is deleted;

11.3 The "Lite" offer is free and can be subscribed at any time for a period of 12 months.

11.4 The terms of renewal for a new period of 12 months are identical to any Service offer provided that the corresponding Domain Name is still active with NETIM.

ARTICLE 12: “SATISFIED OR MONEY BACK” GUARANTEE

12.1 From the date of subscription to a Service Offer (Creation date of the Service), and without prior justification, the Customer has 30 days to request termination and refund.

12.2 In order to exercise this right, it is the Customer's responsibility to explicitly request the termination in writing by contacting the customer service by any means of his choice. Without written request before the expiration of the period, the Customer cannot claim any refund or compensation.

12.3 The "satisfied or money back" guarantee takes the form of a credit note. The amounts initially paid are made available as a credit on the Customer account which can therefore be used for the subscription of any other services or be refunded according to the refund policy in force.

12.4 The Customer acknowledges that any additional services such as Domain Names or SSL certificates ordered jointly or not do not fall under the scope of this guarantee. The Customer must refer to the cancellation conditions of the corresponding services.

12.5 Termination of the service under this guarantee constitutes a breach of this contract as defined in article 13.5

12.6 The Customer acknowledges that the following are excluded from the guarantee:

- terminations by NETIM for any reason whatsoever;
- any abuse by the Customer, in particular excessive requests in order to take advantage of the refund system.

CLAUSE 10 : SUSPENSION – TERMINATION

13.1 In the event of non-compliance by the Customer with any of his obligations, the Customer will be deemed to have

been in serious breach of his contractual obligations authorizing NETIM, at its convenience, to:

- suspend all or part of the Service until the Customer has fully complied with his obligations;
- put on notice the Customer to comply with his obligations;
- automatically terminate this agreement without prejudice to any direct and / or indirect damages to which the Customer may claim;

13.2 In the event of intrusion on the Hosting Platform by hackers via a security breach caused by incorrect programming of scripts or known in Applications installed by the Customer, NETIM reserves the right, at any time, to suspend immediately and without notice the Service, in order to avoid any propagation of the intrusion or disruption of the Hosting Platform by acts of spamming, phishing, etc.

13.3 NETIM reserves the right to suspend the Service without notice, in the context of a request for temporary or final suspension made by a competent administrative or judicial authority, or notification of a third party within the meaning of article 6 of French law "la confiance dans l'économie numérique", ("LCEN");

13.4 The Customer will be notified by e-mail when the usage of 90% of the storage allocated to websites or databases of the Service is reached. In addition, if 150% of this storage is reached, the service will be suspended immediately without notice.

If this storage is exceeded, the Customer will be notified by e-mail and it will then be necessary for the Customer to proceed with the upgrade of the Service towards an offer having more storage or to take the necessary actions to consume less storage within 7 days. At the end of this period, the Service will be automatically suspended if the overusage is still in force.

13.5 The termination of this contract results in the immediate deletion of the Service and Customer's Data hosted on the Hosting Platform without the possibility for the Customer to obtain a copy. It is therefore the Customer's responsibility to make all the necessary backups before the Service is closed.