

NETIM - GENERAL TERMS AND CONDITIONS FOR MAIL SERVICE

CG-HM version 1.0 – 30st August 2012

NETIM SARL
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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:

- "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.

- "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.

- "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).

- "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.

CLAUSE 1 : PURPOSE

These general conditions are intended to define the conditions under which NETIM agrees to host on its server the Customer's mail 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 Terms NETIM other services which would then be traceable to each separate benefits involved.

CLAUSE 2 : DESIGNATION OF SERVICE

The Service is defined as a messaging solution, developed by NETIM from OpenSource solutions, to send and receive emails.

This service include the following :

- personalized email addresses associated with the Domain Name chosen by the Customer in his order which can be set as email accounts, catch-all, aliases, fowardings*
- a webmail access allowing the Customer to send and receive emails via an online interface whatever the place
- an access to POP / IMAP / SMTP protocols allowing to read, receive and send emails via an email software or via any mobile device with such functionalities
- Spam & virus filtering on incoming messages
- a storage on NETIM's server allowing to save emails on the Internet

As defined in the selected package, NETIM provides the Customer with a defined disk space and a set of email addresses.

CLAUSE 3 : USE OF SERVICE

3.1 Conditions of subscription

Each solution designates a Domain Name, for which NETIM ensures the allocation and management on its hosting platform. The Customer does not have the right to replace the DNS assignment with a different Domain Name.

Therefore, in order to subscribe to the Service, the Customer must have a Domain Name for which he is a qualified administrator.

It is imperative that the Customer is administrator of the Domain Name Service prior to the subscription. Indeed, the service's setup may involve operations on the Domain Name's configuration to enable the correct installation of the service.

3.2 Domain Name's configuration

Customer is responsible for ensuring that the Domain Name associated with the service use the DNS configuration necessary to direct mail Traffic to NETIM's hosting platform. These settings can be changed at any time by the Customer in the Interface if the Domain Name is under the technical management of NETIM and uses its DNS servers.

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

CLAUSE 4 : Customer'S OBLIGATIONS AND RESPONSABILITIES

4.1 The Customer warrants NETIM that he will use the service only to lawful ends, that correspondences will not infringe rights of third-parties, and won't contain comments : defamatory, derogatory, racist, anti-semitic, advocating the commission of crimes or offenses, etc...

The Customer undertakes to use the Service 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.

The Customer is solely responsible for the transmitted content, distributed or collected, their operation and their update, and all files, including mailing lists. The Customer agrees to respect the rights of others, including the rights of personality, the intellectual property rights of third parties, such as copyrights, patent rights or trademarks.

4.2 The Customer is solely responsible for the creation, management, administration, removal of email accounts. He ensures the proper management of user access to email accounts and generates passwords secure enough for each.

4.3 He is committed to ensure data security and the management of access for each email account. The Customer must ensure that he does have a backup of his data before deleting an email account. In this case, all data will be removed by NETIM without possibility of restoration.

4.4 Netim reminds the Customer that the violation of the secrecy of correspondence is criminally punishable under the provisions of Articles 226-15 and 432-9 of the Code Pénal Français and L33-1 of the Code des Postes et des Communications électronique Français.

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 provides management and hardware's maintenance for the hosting platform and its software. NETIM strives to maintain in working order this platform and its physical connection to telecommunications networks.

NETIM provides software's installation and configuration on the hosting platform, and, where applicable, maintenance or updates.

NETIM undertakes not to violate the secrecy of correspondence under the provisions of Articles 226-15 and 432-9 of the Code Pénal Français and L33-1 of the Code des Postes et des Communications électronique Français. Without the express agreement of the Customer, in any circumstances, NETIM will not access to Customer's data, including email accounts.

CLAUSE 6 : NETIM'S RESPONSABILITIES

NETIM reserves the right to discontinue the Service, particularly if the service is a danger for NETIM's Hosting Platform, whether due to hacking of the Service, wether due to an abnormal, malicious or fraudulent use of the Service.

NETIM not be held responsible of:

- transmitted, distributed, collected, content or informations, of their use and updates, of all files, including mailing, in any capacity either;

- a failure due to improper misuse of the Service by the Customer;
- 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;
- in case of intrusion in the Interface or email accounts that would be directly attributable to poor management of access by the Customer.

As part of emails, NETIM can not guarantee the proper delivery of an email sent from the Service by the Customer or any of the users of the Service, when the message size is greater than the standard size used by e-mails services providers which is 10 megabytes (MB).

CLAUSE 7 : SERVICE AVAILABILITY

Given the highly technical nature of the Service, NETIM is not able to guarantee the constant availability of the Service to the Customer and can only be submitted as such to an obligation of means.

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.

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 8 : 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 immediatly 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 9 : 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.

NETIM reserves the right to suspend the service without notice if a judicial authority or a notification from a third-pary pursuant to Article 6 of LCEN request a temporary or permanent suspension.