

NETIM - GENERAL TERMS AND CONDITIONS OF DOMAIN NAMES

CG-ND version 2.3 - 25th may 2018

CLAUSE 1 : DEFINITIONS

The following terms, whether used in singular or plural in these General Terms and Conditions, hereafter referred to as "CG-ND", shall have the following definition:

- "Extension": Extension of the Domain Name of generic type (gTLD - generic Top Level Domain: ".com", ".net", ".biz" etc.) or of national type (ccTLD - country code Top Level Domain: ".fr", ".be" etc.)

- "Domain Name": Internet address registered by the NETIM with different Registrars and Registries or the Customer's Domain Name managed by NETIM.

- "Registry": registration unit for Domain Names with national Extensions (ccTLD), such as the AFNIC (French association for cooperative internet naming) in France for the ".fr" Extension.

- « Trustee Authority »: Entity that defines and regulates the conditions of assignment and use of Domain Names, applying to each particular Extension.

- "Registrar": Domain Name registration unit certified to register Domain Names by a duly authorised entity, such as the ICANN for example.

- "Whois Database": a search engine provided to NETIM by one or more Registries which can be accessed by the Customer on the NETIM company's website and which is used to determine, by means of a search request, different information concerning a Domain Name, particularly its availability. This can be used to produce a Whois Extract.

- "Naming Charter": any administrative regulation made by a Registry and applicable to Domain Name registration.

CLAUSE 2 : PURPOSE

These CG-ND define the terms and conditions under which NETIM allows the Customer, physical or legal person, individual or professional, to register, renew, transfer and manage one or several Domain Names. All registrations, transfers and renewals of Domain Names and more generally all operations relative to the Domain Name(s) imply the Customer's full acceptance without reservation of these CG-ND.

These conditions supplement the general terms and conditions "CG-NETIM", available at <https://www.netim.com/general-terms.html>, 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.

The rules for Domain Names, which differ according to the Extension, are exhibited in special conditions corresponding to the Extension of the Domain Name. These special conditions supplement the present and will prevail over these conditions should any conflict arise.

CLAUSE 3 : DURATION

These CG-ND are concluded for the period of validity of a Domain Name registered with or transferred to NETIM by the Customer. This period starts from the Customer's payment of the price for the service in question until the effective deletion or the transfer to another registrar of the Domain Name.

In case of Extension the validity of the Domain Name, NETIM's service is renewed for the new period, subject to prior payment of the transaction by the Customer within the time prescribed, but In accordance with the CG-ND in force at the time of the transaction.

In case of transfer of the Domain Name to a third party under Clause 11 below, this contract is assigned to the new owner who have to accept these conditions for the remaining duration to cover.

CLAUSE 4 : PRICE

NETIM establishes a degressive price table depending to the purchased amount of the Customer over the last 12 months before the order in progress. This turnover is calculated daily in order to determine the Customer's current level in the degressive price table. The Customer will therefore receive the pricing corresponding to its level at the time of order.

NETIM publishes its pricing in force on its website at <http://www.netim.com/domain/prices.php> and the pricing applicable to the Customer according to his current level into the Interface, section "Domains" >> "My rates".

Signing an agreement under these CG-ND does not imply the maintenance by NETIM of a pricing under the current conditions to the profit of the Customer. The pricing and levels into the degressive rates table can be changed at any point in time without formal notice for future services.

In the event of failure of the Domain Name's registration or transfer due to a fault on the part of the Customer (particularly in the case of failure to comply with required procedures or time-limits, failure to provide documents, etc.), NETIM may retain management fees equivalent to any expenses incurred.

CLAUSE 5 : DECLARATIONS AND CUSTOMER'S RESPONSABILITIES

5.1 The Customer takes full responsibility for his chosen Domain Name. He declares that he shall register and use the Domain Name in compliance with currently applicable legislation and for strictly lawful purposes only.

5.2 By requesting the registration of a Domain Name, the maintaining of a Domain Name, the renewal or transfer of a Domain Name, the Customer hereby confirms and guarantees that:

- All information provided for the registration of Domain Names is complete, true and updated, at any time ;
- To the Customer's knowledge, the registration of the Domain Name shall not in any way breach the rights of any third-party;
- The Customer is not registering the Domain Name for unlawful purposes;
- The Customer shall not knowingly use the Domain Name in breach of currently applicable regulations;

Similarly, the Customer agrees to:

- assume full responsibility for the data reported and ensures NETIM that the person in whose name the Domain Name is registered has expressly or impliedly authorized to do so.
- follow the procedure for settling disputes out of court applicable to the disputed domain.
- to bear the full consequences of any kind, including monetary sanctions, in case he would not have received a mandate of the people he passes the name and contact for registration of a Domain Name.

5.3 The Customer acknowledges that wilful provision of false or unreliable informations, as well as failure to update the informations provided, or the lack of response to requests from NETIM concerning the accuracy of the contact informations associated to a Domain name, constitutes a violation of these conditions and may be grounds for suspension and/or cancelling of Domain name's registration.

5.4 The Customer declares that it has carried out, prior to the request for registration, renewal or transfer of his Domain Name, search operations for antecedences, notably in terms of brand-names, company names, business names, logos, intellectual work, publicity right etc. and has made sure that his Domain Name does not breach the rights of third-parties.

5.5 Subsequently, the Customer guarantees NETIM against any amicable, legal or arbitral claims directly or indirectly related to the registration of Domain Names and shall compensate NETIM for any damages and interests incurred to NETIM due to this, as well as any expenses incurred for defending NETIM in court, including any lawyer fees and expertise fees. These warranty and obligation of compensate survive to the termination or the expiry of registration's agreement.

5.6 The Client shall indemnify and defend the Registry, as well as these subcontractors and employees against any claim, damages, State liability, costs and expenses including reasonable fees and expenses incurred, arising out of or in connection with the Domain name's registration by the Client. These warranty and obligation of compensate survive to the termination or the expiry of registration's agreement.

5.7 The Client acknowledges having read, understood and agrees the Domain name's Registry's policies as well as any policy or procedure imposed by ICANN. Domain name's registration presupposes the acceptance of these rules.

CLAUSE 6 : NETIM'S RESPONSABILITES

NETIM is subject to an obligation of means.

NETIM can not be held liable in the case where the registration, renewal 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, the incomplete or erroneous nature of said documents, failure to respect a procedure edicted by NETIM, etc.). In such case, the price paid by the Customer shall be irrevocably forfeited and definitively acquired by NETIM.

NETIM can not be held liable in the case where the registration, renewal or transfer of a Domain Name were to fail due a technical issue. In such case, a credit note will be provided and the price paid by the Customer shall be refunded.

Similarly, NETIM will not be responsible for all acts and events relating to the registered Domain Name, if a license would be granted to a third party, which will not then be opposable to NETIM. It is therefore the responsibility of the Customer to operate himself any useful check on the use of the Domain Name in accordance with the rules of ICANN, the Trustee Authority, and contract rules enacted by NETIM.

CLAUSE 7 : OWNERSHIP OF DOMAIN NAME

7.1 The Domain Name registered by the Customer belongs to the individual or corporate entity for whom the ownership is declared with NETIM.

7.2 If the Customer intends to provide a third-party with an operating license for the registered Domain Name, he still remains its owner and is responsible in this quality With respect to third parties and with respect to NETIM. In the same manner, the Customer remains under all circumstances responsible for the provision and update of correct information concerning the Domain Name's contacts, in order to facilitate the quick resolution of any problem arising with relation to the Domain Name in question. Any Domain Name owner providing a license of use for a Domain Name must take responsibility for damages incurred to NETIM and/or third-parties due to the unlawful use of said Domain Name.

7.3 In the context of the use of trustee service under the conditions CG-ND-TRUST, the Customer acknowledges that ownership of the Domain Name will be officially acquired to NETIM or to any third party used by NETIM.

CLAUSE 8 : REGISTRATION OF DOMAIN NAME

8.1 The Customer is responsible for carrying out all checks concerning the availability of the Domain Name that he wishes to register, as well as ensuring, under the conditions stipulated in clause 8 herein, that said Domain Name does not breach the rights of third-parties. The Customer is fully informed that NETIM does not carry out any of these checks.

8.2 Information concerning the availability of a Domain Name is provided strictly for the purpose of reference only and does not represent a registration offer until confirmation of the effective registration is issued by NETIM.

8.3 Domain Name registration shall not be carried out until payment of the price in full has been cleared and received by NETIM. The Customer therefore assumes full responsibility for the registration by third-parties of his chosen Domain Name between the order being placed for said Domain Name and the clearance and reception of the corresponding payment by NETIM whose liability can not be incurred in this case.

8.4 NETIM undertakes to proceed with, strictly subject to the availability of the ordered Domain Name, and as quickly as possible, the registration of the Domain Name with Registrars or Registries provided that:

- correct payment of the full price has been received by NETIM
- the Customer has complied with the applicable Naming Charter and, where applicable, has provided, within the given time-limit, all documents duly completed and/or all information required for the registration or transfer of the Domain Name.

8.5 If the Domain Name chosen by the Customer is registered by a third-party before effective payment of the price has been cleared by NETIM, a credit note will be provided and the price paid by the Customer shall be refunded.

8.6 The rules for registering a Domain Name, which differ according to the Extensions involved, are outlined in the

Special Conditions as set out in Clause 1.

CLAUSE 9: RENEWAL OF DOMAIN NAME

9.1 For all Domain Names registered with NETIM, the Customer is informed that the billing contact for the Domain Name shall be NETIM, without the Customer being able to change this quality, unless he transfers the Domain Name to another service provider. NETIM assumes, in the quality of billing contact, the mandate for renewing the Customer's Domain Name in the name of and on behalf of the Customer, provided that the Customer has already paid the price corresponding to the cost of renewal in force within the required time.

9.2 Under all circumstances, NETIM undertakes to notify the Client, exclusively by electronic mail provided and regularly updated by the client and in the Interface, the Customer at least thirty (30) days prior to the expiry of the Domain Name at the electronic mail address provided by the Customer. This notification shall be followed up fifteen (15) days, seven (7) days then three (3) days before the effective date of expiry of the Domain Name. This commitment isn't required when automatic renewal functionality is activated on the Domain name.

9.3 NETIM shall proceed with the renewal of the Domain Name after the price of the renewal of the Domain Name has been cleared and credited to its account.

9.4 If renewal and/or payment by the Customer has not been carried out within the required time-limits, NETIM cannot be held responsible for the non-renewal of the Domain Name, nor for its registration by a third-party if applicable.

9.5 The rules for renewing a Domain Name, which differ according to the Extensions involved, are outlined in the Special Conditions as set out in Clause 1.

9.6 The Client is informed that NETIM may refuse the renewal of a Domain Name, in its sole discretion, provided that the Client is informed by e-mail at least 7 days before the expiry date of the said Domain Name. It will then be up to the Customer to take all necessary actions to transfer the Domain Name to another Registrar in a timely manner.

CLAUSE 10: RESTORE OF DOMAIN NAME

10.1 The Customer is informed that in the case of its failure to renew or pay for a Domain Name prior to its expiry date, said Domain Name is subject to cancellation / deletion by NETIM.

10.2 Nevertheless, the Customer may carry out, with NETIM, a procedure for restoring the Domain Name in compliance with the regulations specific to each Extension, stipulated in the special terms and conditions annexed to these CG-ND. This procedure is carried out at the Customer's risk, provided that:

- said Domain Name is registered with NETIM or NETIM's registrar
- the restore period granted by the Registry for the Domain Name has not expired.
- the Customer pays the price for the restore service beforehand, including any expenses incurred, at least two (2) days before the end of the period granted by the Registry for the Domain Name

10.3 NETIM shall do everything in its power to restore the expired Domain Name. The restore procedure is carried out with no guarantee of result, nor lead-time for carrying out said retrieval. NETIM cannot be held responsible for the non-restoration of the Domain Name, nor for its registration by a third-party if applicable.

10.4 In the event of failure to restore the Domain Name, a credit note will be provided and the price paid by the Customer shall be refunded.

CLAUSE 11: TRANSFER OF DOMAIN NAME

11.1 General provisions

The transfer of ownership or the transfer of registrar are carried out following the specific regulations for the Extension of the Domain Name, laid out in the corresponding Special Terms and Condition, and more generally under the following conditions:

- The transfer of a Domain Name is subject to the acceptance of said transfer by the current owner / current contacts of said Domain Name. NETIM cannot be held responsible for the impossibility of transferring the

Domain Name or any ensuing delays.

- Despite the intervention of NETIM for carrying out the operations, NETIM is not responsible for obtaining approval from the current owner or the current contacts on behalf the Customer.

11.2 Ingoing transfer of Registrar

The transfer of Registrar do not alter the ownership of Domain Name. In order to avoid a temporary Domain Name downtime, the Client shall specify the same DNS servers or proceed to the same technical configuration on the DNS server of NETIM prior to the transfer request. The Client shall obtain the consent of outgoing Registrar if necessary.

11.3 Outgoing transfer of Registrar

The transfer of the Domain Name from NETIM to the benefit of a different service provider or Registrar is carried out freely and without incurring fees for the Customer provided that the Customer has paid all sums due to NETIM in full.

For all transfer requests, the procedures to be followed by the Customer must be fulfilled before the Domain Name's expiry date.

When the transfer is processed and confirmed by the Registry, all services provided by NETIM and the free services associated with the Domain Name automatically cease.

When the Domain Name is administered by NETIM as a contact, the Client or the holder can request the direct Domain Name management of the Registry. In this case, the Registry will be defined as a contact instead of NETIM and this modification will be deemed like a outgoing transfer of the Domain Name.

11.4 Internal transfer between customer accounts

The transfer of the Domain Name to the benefit of another Customer is carried out freely and without incurring fees under the following conditions:

- the order of the transfer is carried out by the gaining Customer who is receiving the Domain Name directly on Website;
- The authorization of the internal transfer shall be given by one of the following methods:
 - With the authorization code corresponding to the Domain Name provided by the loosing Client to the gaining one ;
 - Following the approval given within 7 days by the loosing and the gaining Client after the reception of an e-mail sent by NETIM (If the gaining Client does not have the authorization code, or if the Domain Name does not have an authorization code)

As soon as the transfer request is authenticated, NETIM transfers the Domain Name to the gaining Customer account by assigning DNS servers and contacts requested when ordering on the Website. The Customer is informed that an internal transfer does not include a change of ownership on the Domain Name.

CLAUSE 12: CANCELLATION OF Domain Name

12.1 Forced Cancellation

Any court judgement enforceable served to NETIM and any arbitration award duly notified to NETIM taking transfer or cancellation of the Domain Name registered by the Customer will be executed in the state and right away by NETIM without prior notice to Customer.

Similarly, the Customer acknowledges that the Registry of a Domain Name can proceed with the suspension, or with the cancellation of that Domain Name if it does not meet the attribution rules. In this case, the Domain Name can be cancelled by the Registry in the manner of its own.

12.2 Voluntary Cancellation

The Customer may request removal of a Domain Name under his management by making a written request with the following form http://support.NETIM.com/docs/forms/EN_form_destruction.pdf

NETIM will carry out the removal of the Domain Name concerned with the Registry as soon as possible after validation

and verification of the application.

12.3 Financial Conditions

Any cancellation of a Domain Name, whatever the cause, does not result in any refund of amounts collected by NETIM, except to demonstrate effective responsibility.

12.4 Liquidation

If the Customer is subject to liquidation, termination of business, bankruptcy reorganization or other similar procedure, during the period of validity of the Domain Name, the designated representative may request transfer to the purchaser of the Domain Name's holder's assets, along with submission of appropriate documentation.

CLAUSE 13 : SERVICES

13.1 DNS name servers management

NETIM ensures the assignment and management of the DNS for Domain Names. This service is, where applicable, independent from that of the registration and renewal of the Domain Name.

By default, the names of primary and secondary servers, as well as their respective IPs, are assigned on NETIM's servers.

This information can be changed at any point in time by the Customer in the Interface provided that the Domain Name is registered with NETIM or with NETIM's registrar.

NETIM reserves the right, particularly for requirements in terms of continuity of service, to modify, after notice has been given, the DNS assigned to the Customer's Domain Names.

13.2 Mail Forwarding

NETIM provides various different electronic mail services such as a Redirection service for email addresses. For this, the Customer undertakes to provide NETIM, using the Interface, with the original email address and the redirection address. NETIM cannot be held responsible for information provided by the Customer that is incomplete, erroneous, inconsistent, not updated etc.

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.

13.3 Web Forwarding

NETIM provides various traffic web forwarding services. The Client shall provide to NETIM by the Interface the redirection URL as well as some technical parameters. NETIM cannot be held responsible for information provided by the Customer that is incomplete, erroneous, inconsistent, not updated etc.

The Client shall only use the redirection Service for lawful purposes and therefore refrain from using these Services in order to redirect traffic to illegal contents.

13.3 Masked whois

NETIM proposes this functionality when the Extension of a Domain name authorizes the non-disclosure of the personal information in the Whois. In other words, some Registries, which manage and publish Whois information, make it possible not to disclose the information of the owner and contacts of Domain Names in the Whois according to their current law.

The applicable rules for this feature therefore differ depending on the Extensions.

13.5 WHOIS privacy

13.5.1 Description of the service

NETIM proposes to replace personal information related to the Domain Name, which are published in the Whois according to article 14, by those of the service.

When the service is activated, the Client agrees that NETIM modifies the Domain Name so that the owner and contact information are replaced by « *Whois Privacy Service, NETIM, 165 avenue de bretagne, 59000 Lille France, +33.97230747X, contact@whoisprivacy.domains* »

Upon disabling the service for any reason, NETIM will promptly update the Domain Name to redefine the original personal information at its disposal.

13.5.2 Rights on the Domain Name

Although the Client is not defined anymore as owner and contacts when the service is activated, the Client retains full control and rights and remains the **legally responsible owner** of the Domain Name including the right to sell, transfer, renew, cancel or assign the Domain Name.

13.5.3 Communications

The Customer acknowledges and accepts that any message transmitted to the contact information of the service will not be transmitted to him. It is therefore the Client's responsibility to disable the service when necessary, and especially in order to transfer the Domain Name to another registrar or to validate the creation of an SSL certificate.

NETIM provides a contact form, available at <http://www.whoisprivacy.domains> and <https://dev.netim.com/whois-privacy-contact.html>, to allow anyone to contact the owner and the different contacts of a Domain Name using the service. NETIM will then automatically transmit the message as soon as possible to the email addresses of the owner and each contact, in an anonymous manner, without become acquainted with the contents. In this regard, NETIM is solely bound by an obligation of means and can not be held responsible for failure to transmit the message to the recipients for any reason such as invalid, obsolete or non-functional email addresses.

In the event that NETIM receives legitimate mail or legal notices on behalf of the Customer at the postal address of the service, NETIM will attempt to forward their contents to the Customer as soon as possible by e-mail. If the Customer does not respond in a timely manner to any solicitation that requires immediate action, including disputes, requests from law enforcement, or similar immediate concerns, NETIM may, in its sole discretion, suspend the service according to Section 13.5.5

13.5.5 Suspension, Termination, and Disclosure of Personal Information

NETIM reserves the right to suspend or disable the service, or takes any other measure deemed to be appropriate, at any time and without prior notice, in the event of a complaint by a third party, of non-compliance with the present conditions in particular of the conditions of Article 5.

Specifically, but not limited to, NETIM will suspend or terminate the service in order to:

- Allow the transfer of a Domain Name to another registrar;
- Comply with the law or legal process;
- Comply with ICANN and Registries policy including disputes policy ;
- Avoid its civil or criminal liability;
- Resolve any third party claims;

The Customer recognized that the suspension of the service will result in the disclosure of the original personal information to third parties in the Whois.

The customer agrees that the use of the service can be definitively deactivated for a Domain Name without possibility for the Customer to assert any right to the service.

CLAUSE 14 : DATA PROCESSING

14.1 Collected Data

When registering or editing a Domain Name, the Customer is required to provide identifying and technical data for the owner, and for contacts as well. The exact list of data as well as the voluntary or mandatory nature of their communication to benefit from the service are specified on the entry form.

14.2 Privacy and personal data protection

Processing of personal data has been specified by NETIM in the document « Personal Data Processing Policy » which is available on the website at the following address <https://www.netim.com/general-terms.html> and is deemed to be part of

these terms and conditions.

14.3 Purpose

The information collected through the Service allows the registration and management of the Domain Name, and are subject to automated processing in both NETIM and Registries Databases.

The Customer agrees that this information, fully or partially, **could be made public and available to anyone**, including third parties, by simply querying the Whois Database, which is available on the website providing this public tool . This information will be disclosed worldwide on the Internet, including in countries not offering the same level of protection in the processing of personal data.

The Client acknowledges and agrees that the Registry use this information including handling, copying, publishing, modification to maintain their central registrar. The Client allows also that the subcontractors and the Registry's employees have the same use of data in accordance and comply with data protection law and privacy legislation. Such data are used for the sole purpose to ensuring compliance the registration services with the ICANN's policies.

In addition, all data transmitted to NETIM:

- are treated for the proper functioning of the Service;
- evidenced by the good performance of the Contract;
- are retained in accordance with current regulations and accreditation contracts linking to NETIM to Trustee Authorities, Registries and / or Registrars;
- may be disclosed in response to a legal or regulatory requirements as to satisfy a request of the judicial authority, of a Trustee Authority, a Registry or a registrar;

14.4 Reliability, access, modification, objection

The Customer agrees to report complete, accurate and reliable information, including in case of use license. Under the regulations of the Trustee Authorities, and Registries / Registrars ; the breach of this obligation is such as to justify termination of the Agreement and cancellation of registration of the Domain Name.

The Customer has a right to access, modify, rectify and oppose the data collected to do so by sending an email to the following address: "support@NETIM.com" or independently and securely in the Interface.

The Customer declares that he informed the owner and the contacts of the Domain Name about : these obligations, the automatic processing and publication into the public Whois Database. The Customer declares to have received express prior consent for this purpose.

However, since the naming system requires that owners and contacts of Domain Names are listed in Whois, exercising their right to object can be effected by the removal of corresponding Domain Names ; except in certain restricted scheduled Extensions, where the Customer can activate, for Extensions that allow it, a hidden Whois service offered by NETIM.