

NETIM - GENERAL TERMS AND CONDITIONS

CG-NETIM version 2.3 - 25th may 2018

This contract is between

- NETIM, limited liability company under french law, with head office located 165 avenue de bretagne 59000 LILLE FRANCE, registered under number 451394720 RCS LILLE, VAT number FR5545139472, website <http://www.netim.com>, hereafter referred to as "NETIM"
- any individual, private corporation or public corporation wishing to subscribe in one or more of the services provided by NETIM, hereafter referred to as the "Customer"

CLAUSE 1 : PURPOSE

This contract is intended to define the conditions under which NETIM engages with the Customer in connection with any service offered by NETIM.

These general terms and conditions are completed by the contractual conditions applicable to each service and, if necessary, by special conditions and / or appendices.

All these elements form a contractual framework, hereinafter referred to as "CG-NETIM" applicable to any order of service by the Customer with NETIM, to the exclusion of all other conditions, including those of the Customer.

The services offered by NETIM for free are also governed by these CG-NETIM.

The use of any NETIM's service assumes unconditional acceptance and continued compliance with these CG-NETIM.

CLAUSE 2 : DURATION

These CG-NETIM are concluded for the duration of the ordered service which starts from the provision of the service or the receipt of any account credentials by the Customer.

In case of extension, NETIM's service is renewed for the same period, on condition of prior payment of the transaction by the Customer within the time prescribed, but with the CG-NETIM in force at the time of the transaction.

CLAUSE 3 : CUSTOMER'S OBLIGATIONS

The Customer undertakes to comply at all times and regardless of the service subscribed to the following obligations in addition to detailed contractual obligations for each service:

- have the power, authority and capacity necessary for the conclusion and implementation of the obligations hereunder;
- have read these before ordering any NETIM's service;
- accept, commit to, to accept and enforce, at all times herein by any person who decides to delegate any right of access, management, administration or use, of any kind to be under his full responsibility;
- checking, prior to the order, the service will match their needs and those of any persons to whom it decides to grant a right of use, of any nature whatsoever, in his full responsibility;
- declare that neither the choice nor the use of any NETIM's services, directly or indirectly, does not violate or affect the rights of others and the laws;
- declare to NETIM accurate personal data, complete and make continuous updating, spontaneously as well as upon request and be able to provide documentation in a timely manner by any means;
- inform NETIM for loss, theft or any fraudulent act with respect to his credentials as soon as possible and prove his identity by any means;
- bear alone the consequences of malfunction of the service resulting from any use by his staff or any person whom the Customer has provided his credentials. Similarly, the Customer alone bears the consequences of the loss of identifiers;

- take all necessary insurance with a reputable insurance agency to cover all damages which may be attributable as part of this contract or its performance;
- fully accept all legal obligations arising from the ownership of his services, NETIM can not be searched or molested in this respect for any reason whatsoever, including for violation of laws or regulations applicable to the Customer's services
- work actively with NETIM, particularly to provide NETIM, on time, all documents, data, information held by him and necessary to carry out the services described herein. As part of his obligation to cooperate, the Customer agrees to regularly consult his interface or more generally the information given to him by email and to frequently review information about his services;

CLAUSE 4 : NETIM'S OBLIGATIONS

NETIM is an technical intermediary which offers a wide range of services, under conditions detailed in each contract for services offered, in addition to these Terms of Services.

NETIM assumes hereunder an obligation of means. Whatever the proposed service, NETIM will:

- make available to the Customer an automated, reliable and quick procedure to subscribe to any service offered by NETIM autonomously and securely via its website;
- make available to the Customer a Web interface accessible with personal and dedicated credentials to enable him to independently manage and secure his account and the services or options associated therewith;
- make available to the Customer at no extra charge a prepaid account so that he can easily pay his services;
- provide all details on its services and options, their characteristics and technical limitations and procedures for their use;
- allow termination of any service at any time during the contract, except in special cases specified in the contract applicable to the service;

Moreover, for all services subject to these, NETIM is committed to provide assistance to the Customer via online tickets from the interface and by email. NETIM provides technical and commercial information about the service by responding promptly to questions and comments of the Customer, without obligation for NETIM to find a solution to the Customer, and without obligation of response time.

CLAUSE 5 : NETIM'S RESPONSABILITIES

In case of service failures resulting from a fault attributed to the latter, NETIM can only be held liable under this contract for direct and personal damages suffered by the Customer. NETIM can not be held liable for compensation for any indirect or consequential loss sustained by the Customer directly or indirectly as a result of the execution or faulty execution of this contract, such as including loss of revenue, of customers, profits, computer data, the hurt feelings, etc..

As an essential and determining condition of these CG-NETIM, if responsibility for NETIM retained, the Customer could claim in respect of compensation and damages or any regulation, any cause, that amount of regulations performed by him for the part of the service for which the responsibility of NETIM was retained in the year of the harmful event.

Customer acknowledges that no provision of these prevent from the obligation to pay all amounts due under NETIM to the services provided.

5.1 Force majeure

Responsibility for NETIM will not be committed if the contract or any obligation to NETIM hereunder is prevented, restricted or disturbed as a result of a Force Majeure including fire, explosion, network failures transmission facilities collapse, epidemic, earthquake, flood, power failure, war, embargo, law, order, request or requirement of any government, strike, boycott withdrawal of authorization of the telecommunication operator, or other circumstance beyond the reasonable control of NETIM.

If the effects of a Force Majeure Event must have a duration longer than thirty (30) calendar days from the notification of a force majeure to the other party, the contract may be terminated automatically at the request of a either party, without entitlement to compensation on both sides.

5.2 Case because of the customer

Responsibility for NETIM will not be committed following a bad use from the Customer, including the following cases:

- deterioration of the application;
- misuse of terminals by the Customer or his Customers, fault, negligence, omission or failure on his part, non-compliance with advice given;
- unauthorized disclosure or use of identifiers given in confidence to the Customer; fault, negligence or omission of a third party over which NETIM has no control or supervision;
- request for temporary or permanent interruption of service from a competent administrative or judicial authority, or notification of a third party pursuant to Article 6 of the french law LCEN (“Loi pour la confiance dans l’économie numérique”)
- partial or total destruction of information transmitted or stored as a result of errors attributable directly or indirectly to the Customer;

CLAUSE 6 : PROCESSING, PRICES, PAYMENT

6.1A Customer's account

When ordering a service with NETIM, the Customer must create an account including full contact details, which he ensures at all times the accuracy, reliability and sincerity.

The Customer provides in particular an email address. It is informed that email addresses remain the only means of communication between the Customer and NETIM, including informing a payment request for renewal of his services.

It is therefore to the Customer indicate at any time and as soon as possible to NETIM any change of details, including email address. NETIM can not be held responsible for the lack of care of the Customer in changing his details.

6.1A Customer's account with “VERIFIED” status

A customer account gets the status "VERIFIED" when the customer data has been verified and authenticated by NETIM.

This verification may be initiated automatically when ordering certain services, thus becoming a prerequisite for the processing of the order.

This verification may be initiated at the sole discretion of NETIM in the event of litigation, suspicion of fraud, obviously incorrect customer data or any legal request for disclosure of customer data such as police request, etc.

In order to get the status "VERIFIED", the Customer is contacted by email in order to provide identification documents such as a copy of an identity card or passport, a certificate of registration of a legal entity, etc. Due to this sensitive data, NETIM guarantees the Customer that the information is collected according to article 9 and will be stored in a secure manner without being disclosed to third parties.

When the requested documents come from authorities and countries with non-Latin alphabet (such as Cyrillic, Chinese, etc.), the Customer is asked to provide the original and an English translation.

Failure to provide legible, legible, and valid documents, the verification procedure will be considered unsuccessful and will not entitle the Customer to the services ordered or the impossibility of ordering new services or the cancellation of existing services.

6.2 Interface

Each customer's account gives access to an online interface, hereinafter the "Interface" at <https://netim.com/direct/>, to manage his data and services associated with it.

Access to the interface is possible and permitted with the credentials provided by NETIM. The Customer shall keep his credentials strictly confidential, not to disclose to third parties in any form whatsoever and to use it only strictly personal. Access to the interface is done under the sole responsibility of Customer. Access to Interface with the credentials assigned to the Customer is therefore deemed to be made automatically by the Customer and under his responsibility.

It is the Customer in case of loss, theft or any fraudulent act against credentials to inform promptly NETIM and prove his identity by any means. Upon receipt of this notification, duly justified, NETIM intends to amend credentials. NETIM process the Customer's request as soon as possible and give it back by email the new credentials. The Customer remains responsible for the use of the service by others until the amendment by NETIM of credentials.

6.3 Order Processing

Any order placed by Customer to NETIM is formalized by the production of an order summarizing the service by NETIM, duration and possibly the options chosen by the Customer. This purchase order is available at all times in the Interface.

Promptly following the validation of the purchase order and receipt of the price payable by the Customer, NETIM send the Customer an acknowledgement by email and will process it. NETIM then forward credentials to the Customer in order to allow him access to the services.

The order processing can intervene:

- upon receipt of the price due by the Customer for the order in case of pre-payment.
- upon validation of the order by NETIM in case of post-payment

6.4 Prices

NETIM publishes its pricing on its website at <http://www.netim.com> and in the Interface.

The Customer agrees to pay service charges due to NETIM, at the pricing in force at the time of his order, and upon issuance of an invoice by NETIM.

The conclusion of a contract under these GC-NETIM does not imply the maintenance by NETIM of a pricing at current conditions to the Customer. Prices can be changed at any time without notice for future services.

Unless otherwise specified, prices are tax free. According to Article 196 of the European value added tax regulation (directive 2006/112/EC), if the Customer is based inside European Union, the Customer could be charged the VAT at the rate of his country of residence.

NETIM reserves the right to pass, without delay, any new tax or any increase in rates of existing taxes, as well as any significant changes in exchange rates.

6.5.A Payment

The Customer choose the payment method adapted to the ordered service and its required processing time.

The services provided by NETIM are payable on order. The Customer is solely responsible for payment of all amounts due under the contract for services. Unless expressly agreed and asked to report time and agreed by NETIM and written in a special way, the total or partial default of payment when due of any amount due under the contract will lead automatically and without prior notice to:

- the immediate payment of all sums due from the Customer under the contract, regardless of the payment method provided;
- the suspension of all current benefits, whatever their nature, without prejudice to NETIM to use the option of terminating the contract;
- inability to subscribe to new services or to renew them;

According to Article L.441-6 of the french code of commerce, in case of late payment, NETIM may give notice to the Customer and will be entitled to charge interest on a daily basis (compounded annually) on that part of the invoiced amount(s) remaining unpaid at the rate of 12% per year until payment in full is received. In addition, a lump sum in the amount of EUR 40 is due. An additional compensation can be claimed on evidence when the recovery costs exceed the amount of the lump sum.

If the notice of the customer has no effect, NETIM may at any time transfer its receivables to a factoring company in which case payment must intervene for the benefit of the account mentioned on the invoice issued by the latter. In this case, NETIM invoices the customer for administrative costs incurred at the end of recovery.

Any non-payment or irregular payment, ie, in particular, the wrong amount, or incomplete, or not having the required references, or effected by a means or procedure not accepted by NETIM, will simply be ignored and will cause its rejection by NETIM.

As part of the fight against fraud, NETIM reserves the right to manually verify all payments received, in its sole discretion, at its own criteria and whatever the means of payment. On checking, the Customer will be notified by email of queuing of its payment, and therefore of the queuing process of the order. As part of this audit, NETIM may have to ask the customer for proof of payment or proof that payment has been personally initiated by the Customer.

The Customer is warned that in the event of a payment by credit card in a currency other than EURO, charges may be invoiced by his own bank without the possibility of the Customer to obtain their refund from NETIM.

6.5.B Automatic payment

NETIM offers the Customer the option to register his payment methods to facilitate the ordering process and to benefit from automatic payment services.

From the Interface, the Customer can register up to 5 different payment methods with priority orders. Therefore, the execution of an automatic payment is made by using the means of payment having the highest priority and so on until the success of the full payment of the amount due.

The Customer acknowledges that:

- He is free at any time to cancel or suspend a registered payment method.
- The registration of means of payment for which he is not the holder is formally forbidden.

In addition, the Customer acknowledges and agrees that NETIM may, in its sole discretion, cancel or suspend any of the Customer's registered means of payment in particular but not limited in the event of suspected fraud or proven fraud.

As part of credit card payments, NETIM guarantees that the data is not recorded in its system but on the payment gateway platform. As a security measure, NETIM does not therefore know any of the Client's bank details.

As part of Paypal payments, NETIM uses the "pre-approved payments" feature. In this context, the Customer may alternatively and at any time cancel the authorization of payment directly in his account on Paypal.

In the event of failure of an automatic payment, NETIM will send a failure notification by e-mail to the Customer to inform him of the problem and allow him to take the necessary actions for the smooth payment.

6.6 Right of withdrawal and Refund policy

The Customer expressly agrees to accept that the execution of the services provided by NETIM begins at the validation of its full payment, before the end of the period for the right of withdrawal stipulated in the French consumer code. The customer also recognizes that services are clearly personalized by NETIM, selected by the Customer, and without the possibility for NETIM to make a cancellation.

Therefore, in these circumstances and in accordance with Article L.121-21-8 of the french consumer code, the right of withdrawal will not apply, and this, nor at the first order of a service nor for any order of renewal.

Refund policy has been specified by NETIM in the document « Cancellation and refund Policy » which is available on the website at the following address <https://www.netim.com/general-terms.html>

6.7 Deposit on the customer account

The Customer has the option to deposit money in his Customer account, as a pre-payment, in order to proceed with the full or partial payment of his future orders.

The amount available is indicated in the header of the Interface and all financial transactions relating to the account in the "Finances"> "Invoices / Credit notes"

The Customer is informed that:

- funds are not entitled to any interest;
- any pre-payment does not entitle to an invoice. The fact of making a deposit of money is not the order of a benefit or service;
- funds may be reimbursed for a fee of EUR 30 due to administrative costs incurred by NETIM;

The Customer has the option to use the automatic deposit feature at no extra charge. In the Interface, the Customer can set a threshold on his balance below which an automatic payment of the chosen amount will be made. The Client is informed that:

- The threshold and amount can be changed at any time
- The trigger for an automatic payment is defined by a change in the customer's balance if its amount is below the specified threshold.
- The automatic payment is made as defined in 6.5.B

In case of payment failure, no new payment attempt is automatically made. It is then necessary to wait for the next trigger.

6.8 Renewal of service

NETIM undertakes to prevent, exclusively by electronic mail, the Customer at least thirty (30) calendar days before the expiration of service to the email address provided by Customer. This notification will be re-launched fifteen (15) calendar days, then seven (7) calendar days before the effective date of expiration of service and the morning of the day of expiration.

NETIM performs the renewal of the service after collecting in his hands full price of the renewal of the service. When the payment is deferred such as a payment by check or bank transfer, it is the Customer responsibility to proceed with the renewal in sufficient time so that the payment is received by NETIM before the expiration of service.

Lack of renewal and / or payment by the Customer on time, NETIM can not be held responsible for failure to renew the service.

6.9 Automatic renewal of service

The Customer may use the auto-renewal at no extra cost. Automatic renewal will be performed by NETIM seven (7) calendar days before the expiration date of the actual service provided that:

- The service is in a renewable state
- The payment of renewal fees is successfully completed with an automatic payment as defined in 6.5.B

In case of failure of an automatic renewal, NETIM send a failure notification email to the Customer to serve him the problem and allow him to take the actions necessary for the proper renewal of the service. Also, the automatic renewal will be re-executed every day until the expiration date of actual service.

6.10 Pre-orders

In certain circumstances, NETIM allows the Customer to make a pre-order for a Service before its availability. NETIM reserves the right to no honor such kind of orders in case of change in wholesale pricing between the date of pre-order and the availability of the Service, especially if a domain name becomes premium or if a Registry increases its wholesale pricing.

Once the Service is available for registration, NETIM will proceed with the pre-order without any warranty. In case of failure, NETIM will produce a credit note and will make available the amount paid as credit to the Customer according to article 6.7.

6.11 Invoicing

For each order validated and paid, an invoice will be generated with the information of the Customer account and in the currency of the order. The invoice will be made available exclusively by electronic means in PDF format and will be downloadable in the Customer area.

NETIM offers the Customer to manage different billing contacts that can be used on the order form. Therefore, it is up to the Customer to manage and define the billing contact at the time of order and prior to the payment. The Customer acknowledges that it will no longer be possible to modify the billing information once an invoice is generated.

In the event of the use of a billing contact, the Customer undertakes to provide full contact details, which he ensures the accuracy, reliability and sincerity. The Customer acknowledges that the use of false information in order to circumvent the rules of VAT is forbidden.

CLAUSE 7 : SUSPENSION - TERMINATION

7.1 Termination

This contract is automatically terminated when due fault prior renewal by the Client.

Either party may terminate automatically and without compensation the contract if a force majeure event remain more than thirty (30) calendar days as stipulated in clause 5.1

The Customer is free to terminate the contract before its end by contacting NETIM. Cancellation policy has been specified by NETIM in the document « Cancellation and refund Policy » which is available on the website at the following address <https://www.netim.com/general-terms.html>

In case of default by a party hereto to perform his obligations and to remedy it within fifteen (15) calendar days, the other party may legally terminate this agreement , by registered mail with return receipt, without prejudice to any possible damages that might be claimed to the defaulting party.

7.2 Suspension

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;

Any suspension, termination or discontinuance of service under the conditions specified in this section leads to no compensation for the benefit of the Customer.

If necessary, NETIM reserves the right to interrupt service to perform a technical intervention to improve its operation or any maintenance.

No matter what service were subscribed, the Customer acknowledges that the following elements are considered as constituting serious breaches of his contractual obligations leading to a suspension of service without notice:

- if the Customer deliberately provides fake, incomplete, inaccurate, or outdated contact information, or if the Customer does not update his contact information by his own, or upon request, or if the Customer does not provide NETIM with the requested proofs of ID corresponding to his declared identity, within 15 calendar days.
- if NETIM is made aware of, or discover that the Customer provides, or is engaged in, in any way, directly or indirectly, through our services:
 - any provocation, eulogy, or encouragement to commit crimes or offenses, and particularly crimes against humanity;
 - eulogy or encouragement of racial hatred;
 - activity or content of racist, xenophobic, or negationist character;
 - activity or content of pedophile character, or that is liable to constitute or be associated with, either directly or indirectly to it;
 - child pornography, or the apology or trivialization of such acts, the eulogy or encouragement of violence, suicide, or the use, production, or distribution of illegal substances, or acts of terrorism;
- if NETIM is made aware of, or discover that the Customer participates in, directly or indirectly, in any way whatsoever, via our services:
 - any attack or hacking of a third party's computer system;
 - the illegal collection, processing, or transmission of data, or the illegal collection, processing, or transmission of data;
 - any computer attack or nuisance, of any kind whatsoever, whether or not this nuisance concerns NETIM's systems or services, or any other service connected to the Internet,
 - to any spamming activity

7.3 Account closure at the initiative of the Customer

On request by the Customer, the customer account can be closed at any time if previously:

- all services related to the account have been terminated;
- debt clearance or reimbursement of receivables have been completed;

The Customer acknowledges that his customer account can only be closed if the above conditions are met and in accordance with the personal data protection stipulated in article 9.

7.3 Account closure at the initiative of NETIM

At the initiative of NETIM, the account can be closed:

- if all services related to the account are terminated;
- in the absence of invoicing for more than 3 years;

The latter may also intervene in case of default by the Customer to perform his obligations under this Contract.

The Customer acknowledges that the customer account will be closed without notice or notification. Any receivables from the account will be definitively acquired by NETIM, as will any debts borne by NETIM.

CLAUSE 8 : CORRESPONDENCE – PROOF

Unless specifically provided herein, the correspondence between the parties are insured by email or via a ticketing system.

Under article L.1316 of the french civil code and, where appropriate, under article L.110-3 of the french code of commerce, the parties declare that the information delivered by the Interface and NETIM's website evidence between the parties until a written signed and authenticated contradictorily, from questioning these computerized information is produced.

Items such as the time of receipt or issuance, as well as the quality of data received by priority shall prevail as contained in NETIM's information systems, or such that authenticated NETIM's computerized procedures, except by written proof and otherwise by the Customer.

The scope of the evidence of the information delivered by Netim's computer systems is that accorded to an original within the meaning of a written paper, signed by hand.

CLAUSE 9 : 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.

CLAUSE 10 : TOLERANCE

The fact that NETIM does not prevail at any given moment from any of these CG-NETIM and/or tolerate a breach by the other party to any of his obligations under these CG-NETIM shall not be construed as a waiver by NETIM to take advantage later of any of those conditions.

CLAUSE 11 : CONTRACTUAL AMENDMENTS

If one or more provisions of this agreement are held to be invalid or declared as such under any law, regulation or after a decision becomes final of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Any exchange of correspondence, writings, e-mail, etc., can not call into question the terms of these CG-NETIM except amendment duly signed by representatives of both parties.

In the event that the law should change and new obligations would be imposed by it, they would be directly integrated into these CG-NETIM without it being necessary to prevent the advance of either parties, each responsible for his actions before the law. As such, the responsibility of either party shall not be sought.

In the event that the CG-NETIM online on the website would be changed, only those that were accepted by the customer are applicable. However, any contract renewal will be made to the updated terms and conditions in force, unless otherwise agreed between the parties duly specified.

CLAUSE 12 : INTERPRETATION OF THE AGREEMENT

The provisions herein constitute the entire agreement between the parties. They supersede any proposal, offer commercial exchange of letters before and after the conclusion hereof, and any other provision contained in documents exchanged between the parties relating to the subject matter hereof.

CLAUSE 13 : RELATIONSHIP WITH THIRD-PARTIES

The Customer expressly authorizes NETIM to outsource all or part of services subject to these.

The Customer expressly authorizes NETIM to quote the Customer and / or his services, including his website associated with it, as a business reference and / or advertising.

CLAUSE 14: APPLICABLE LAW – JURISDICTION

These CG-NETIM are subject to **French law**.

In case of difficulties in the implementation of these CG-NETIM, the parties agree to submit prior to a mutual agreement before any legal action.

FOR ALL EVENT OF A DISPUTE IN CONNECTION WITH THESE CG-NETIM, THEIR INTERPRETATION AND THEIR CONSEQUENCES OR ACTS WITH THE SUPPLEMENT OR AMENDMENT, ASSIGNMENT AND EXPRESS EXCLUSIVE JURISDICTION IS MADE TO THE JURISDICTION OF THE SPRING OF LILLE, FRANCE, NOTWITHSTANDING PLURALITY OF DEFENDANTS, CALL WARRANTY, AND REFERRED EXPERTISE.