

GENERAL TERMS AND CONDITIONS OF NETIM'S AFFILIATE PROGRAM

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DEFINITIONS

The following terms, whether used in singular or plural in these « CG-PAR », will have the following definitions:

- « Affiliate »: any individual or business who has signed up to NETIM's affiliate program.
- « Referral » : internet user who has bought any Service as part of this affiliate program
- « Services »: any product or service provided by NETIM
- « Website »: websites from which NETIM provides his Services
- « Interface »: the Affiliate's private secure control panel which can be accessed online on the NETIM Websites
- « Tracking Code »: Handle of the Affiliate's account

CLAUSE 1 : OBJET

This contract is to define the technical and financial arrangements between the Affiliate and NETIM under a commercial affiliate relationship in which the Affiliate is commissioned on sales performed at NETIM via its intermediary.

These conditions supplement the "CG-NETIM" and prevail over these conditions should any conflict arise between these two documents.

CLAUSE 2: PURPOSE

The affiliate program allows the Affiliate to get compensation on sales of Services performed on NETIM's Website by visitors from the Affiliate's website or its elements of communication (newsletters, social networks, print , ...)

Any Internet user, private individual or business, wherever he comes from, accessing the NETIM Services through the Affiliate's Tracking Code and satisfying criteria laid out in Article 5, shall be considered as a Referral for the purpose of this agreement. As part of the Program, NETIM will pay the Affiliate a commission based on the value of services sold to Referral.

CLAUSE 3: OBLIGATIONS OF NETIM

3.1 Upon accepting a new Affiliate's application, NETIM will set-up the necessary Interface and communicate credentials and dedicated Tracking code to the Affiliate.

3.2 NETIM will make its best efforts to ensure the Tracking code is always operational to allow applications for new orders coming from Referrals through the Affiliate.

3.3 NETIM will pay any commissions due to the Affiliate per the criteria set out in this Article 6.

3.4 NETIM reserves the right to accept or reject any application under its own discretion in the Program. In particular, are not eligible, and without limitation, sites that are defamatory, violent, pornographic and generally which may affect the image and brand of NETIM.

CLAUSE 4: OBLIGATIONS OF THE AFFILIATE

4.1 By submitting a Affiliate application, the candidate is solely responsible for the accuracy of the informations provided in his application, and for verifying that the information is correctly recorded by NETIM.

4.2 It is the Affiliate's responsibility to notify NETIM, at any point in time and as quickly as possible, as to any changes in

its contact details, particularly for the email address, and to do so **exclusively** by means of the Interface. NETIM cannot therefore be held responsible for a lack of conscientiousness from the Affiliate with regards the change of his contact details.

4.3 The Affiliate is responsible for monitoring the commissions due to him under this Agreement via the Interface, as well as to bring to NETIM's attention any discrepancies the Affiliate believes may exist in this data.

4.4 The Affiliate agrees to make his best efforts to promote NETIM's Services by any means at his disposal, providing it fulfills the criteria set out in article 4.5, and to encourage his clients or associates to make use of Services offered by NETIM.

4.5 The Affiliate commits not to promote the use of the Tracking Code and/or NETIM Services for unlawful purposes included, but not limited, to massive unsolicited messages,, forced visits or violation of intellectual property principles.

4.6 The Affiliate agrees not to use its program membership for its own use, including the creation of various customer accounts in order to receive a better price through any commissions earned.

4.7 The Affiliate agrees not to transmit to a third party its Tracking code or any element of communication provided by NETIM under this Agreement.

4.8 The Affiliate is solely responsible for the content of its website and is committed to complying with laws and regulations.

ARTICLE 5 : COMMISSIONS

6.1 Commissions are defined for each Service, by an amount in euro excluded of taxes and per unit of time. Usually the latter is yearly for a Domain Name and monthly for a web hosting.

At any time, the Affiliate can view the amount of commissions in the interface section "Affiliates" / "Table of commission"

6.2 The amount of commissions is editable without notice to reflect the change in NETIM's gross margin or the establishment of a temporary promotional pricing on one or more Services.

6.3 Any Referral making an order onto NETIM's Websites through the Tracking code will be recorded into the NETIM Management System as having been introduced by the Affiliate.

Similarly, a cookie valid for 30 days will be placed on the user's computer. Any order made on a computer with the cookie will be recorded into the NETIM Management System as having been introduced by the Affiliate. In the case of visits from different Affiliates during the period of validity of the cookie, only the most recent will be taken into account by the system NETIM according to the "last cookie wins" method,

At any time, the Affiliate can view the amount of commissions in the interface section "Affiliates" / "Pending Commissions"

6.4 When the payment of an order is accepted and confirmed by NETIM, Affiliate acquires the commissions of the Services multiplied by the number of units of time.

At any time, the Affiliate can view the amount of commissions he has earned in the interface section "Affiliates" / "Commissions"

6.5 Commissions are not paid or cancelled in the following cases:

- The payment of the corresponding order is outstanding or fraudulent
- Commissions are obtained for the account of the Affiliate
- The referral is already a NETIM customer with a specific level into the pricing table
- A coupon is used onto the referral's order

And more generally, commissions acquired fraudulently by evading the operation of the program.

ARTICLE 6 : CONDITIONS OF PAIEMENT

6.1 When the total amount of commissions earned is more than 50 euros, the Affiliate may request the generation of a commission report in the interface under "Affiliates" / "Commission report". If the Affiliate is a legal entity, NETIM perform the payment on receipt of an invoice generated by the Affiliate and based on the report. If the Affiliate is an individual, the amount of the report is paid without any documentation

6.2 France is considered as the place of sales.

6.3 If the Affiliate is subject to French VAT, the VAT should be included on the invoice at the prevailing rate. Are considered to be subject to VAT: French legal entities or legal entities based in an E.U. member countries who do not have a VAT number.

Affiliates as individuals, legal entities with an intracommunity VAT number or those outside the E.U. are not subject to VAT

6.4 The payment of the Affiliate will take place within 30 days of receipt of an invoice for a legal entity or the generation of a report for an individual

6.5 Payment may be made by any means of payment accepted by NETIM or by transferring the amount as credit to a customer account. Similarly, If the Affiliate is a customer himself, his commissions can be transformed as credit for his own use.

6.6 If the payment generates fees to NETIM, they will be charged to the Affiliate. For example any bank transfer out of the SEPA zone.

CLAUSE 7: DURATION - SUSPENSION

7.1 These « CG-PAR » come into effect on the date that the Affiliate account is activated by NETIM for an indefinite period of time. NETIM stores in its database the date and version of these « CG-PAR » which have been accepted by the Affiliate during the application membership.

7.2 Either of the parties can end the contract at any time by sending a recorded letter subject to its compliance with the required notice period of one (1) month, and that it is properly addressed to the contact associated with the Affiliate's account or NETIM's headquarters.

7.3 The closure of the Affiliate's account will be immediate and the remaining commissions due by NETIM to the Affiliate will be paid according to article 6 whatever the amount of commission.

7.4 If the Affiliate's account doesn't generate any revenues during a continuous period of 12 months, NETIM reserves the right to close the account by means of an electronic notice sent to the Affiliate's recorded e-mail address.

7.5 NETIM reserves the right to suspend without notice the Affiliate's account, freeze or cancel any commission due by NETIM, in clear cases of fraud in the process of obtaining commissions.

CLAUSE 8: LIABILITY - INDEMNITY

The Affiliate agrees to release, indemnify, defend and hold NETIM, his contractors, agents, employees, officers, directors, shareholders and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided.

ARTICLE 9 : INTELLECTUAL PROPERTY

NETIM is and remains the sole owner of intellectual property rights on all elements of the website and its brand. Banners, advertising links and any element of communication provided by NETIM to promote its services are and remain the property of NETIM, and can not be modified by the Affiliate without prior authorization.

CLAUSE 10: CONTRACTUAL CHANGES

10.1 If one or more clauses in this Contract are found to be invalid or declared to be invalid in accordance with any law, regulation or following a definitive decision by a competent court, other clauses will still retain their force and bearing.

10.2 The fact that one of the parties has not temporarily or definitively requested the application of a clause in this Contract cannot be considered a waiver of rights by this party. Any type of correspondence such as written, electronic etc. does not call into question the terms of this contract unless an amendment has been duly signed by representatives from both parties.

10.3 In the event that the law is changed and where new obligations will be imposed by this law, the new obligations will be directly incorporated into this contract without it being necessary to pre-warn either party, each party being accountable for their actions before the law. As such, the liability of either party cannot be questioned.

CLAUSE 11: APPLICABLE LAW - JURISDICTION

11.1 This contract is subject to French law.

11.2 In the event of problems applying this contract, the parties agree to first submit to a mutual agreement procedure before undertaking legal action.

11.3 IN THE EVENT OF A DISPUTE IN RELATION TO THIS CONTRACT TO ITS INTERPRETATION AND EXECUTION, EXPLICIT AND EXCLUSIVE JURISDICTION IS ASSIGNED TO THE COURTS OF LILLE, IN FRANCE NOTWITHSTANDING MULTIPLE DEFENDANTS, GUARANTEE CLAIMS, SUMMARY PROCEEDINGS AND EXPERTISE.
