

Nfrance Conseil hosting terms and conditions

ARTICLE 1 - DEFINITIONS

Contract: the set of contractual documents drafted in descending order of importance, the present terms and conditions, any particular conditions, and the purchase order.

Client: physical person, or corporation, who is a signatory of the purchase order and party to the contract.

website: the set of data necessary for the publication and exchange of information on the Internet associated with one or more domain names

Domain name: the unique name, designating the location of websites on the Internet. Hosting: the technical means and resources made available to the client and enabling the client to publish and operate one or several websites

Shared hosting: hosting on a joint server of several sets of pages and elements constituting websites owned by different clients, who collectively share the resources and the space available on the server

Dedicated hosting: hosting for a client of a set of pages and elements constituting one or more websites on a server reserved exclusively for the client

Internet: network of several interconnected servers situated in various geographic places throughout the world

Server: set of equipment intended for the implementation of the functions necessary for the publication, maintenance, and online activation of the client's websites.

ARTICLE 2 - APPLICATION AND OPPOSABILITY OF NFRANCE CONSEIL HOSTING TERMS AND CONDITIONS

2.1 - the present terms and conditions are applicable to any hosting services provided by **NFRANCE CONSEIL**. The contract takes precedence over any leaflet, commercial brochure, advertising or website content of **NFRANCE CONSEIL**, subject to the application of article 22.

2.2 – placing an order implies the client's full and unequivocal acceptance of the present terms and conditions, which are applicable whatever the options selected, the type of postings subscribed, and the modalities for activating the hosting. No separate request or specific modification of the purchase order made by the client may, without the express written consent of **NFRANCE CONSEIL**, take precedence over the present terms and conditions. Any counter clause entered by the client, in the absence of express consent, will be ineffective against **NFRANCE CONSEIL**, no matter when it is brought to the awareness of **NFRANCE CONSEIL**.

2.3 - The fact that **NFRANCE CONSEIL** at a given moment does not exercise any one of the present terms and conditions, and/or any other party fails to uphold any of the obligations set forth in these present terms and conditions cannot be interpreted as the equivalent of **NFRANCE CONSEIL**'s renunciation of the afore mentioned conditions at a later time.

ARTICLE 3 - PURPOSE

3.1 – The purpose of the present terms and conditions is to define the conditions under which **NFRANCE CONSEIL** will host one or more of the client's websites on a server.

3.2 - However, other services or options may be provided by **NFRANCE CONSEIL** in the context of another contract or in the context of specific conditions attached to these present terms and conditions.

3.3 - The hosting plans are described online on the **NFRANCE CONSEIL** website, accessible at the following URL, <http://www.nfrance.com>, or on any other URL which **NFRANCE CONSEIL** may substitute for it.

3.4 - The client expressly recognizes that **NFRANCE CONSEIL**, within the scope of these present terms, does not in any way participate in the design, development, creation and maintenance of the client's website or of the client's software tools for management and administration, and that the purpose of the present contract is in no case for Internet access. However, **NFRANCE CONSEIL** may provide these services within the scope of another contract.

ARTICLE 4 - OBLIGATIONS OF NFRANCE CONSEIL

4.1 - The purchase order itemizes the different characteristics of the subscription chosen by the client to enable **NFRANCE CONSEIL** to prepare the space and resources reserved for the client on server. **NFRANCE CONSEIL** makes this space and these resources available, according to the information supplied by the client on the purchase order.

Service activation takes place no later than 48 working hours after reception of an online order and payment, and as soon as possible in the case of an order sent by other means, in particular e-mail, fax or postal mail.

4.2 – **NFRANCE CONSEIL** agrees, within a framework of professional standards, to apply all the diligence and due care necessary for the implementation of a service conforming to the usual level of quality within the profession and the state-of-the-art.

NFRANCE CONSEIL agrees to:

- provide server uptime of 99.7% per year, except in case of force majeure or any other event beyond **NFRANCE CONSEIL**'s control.

However, if necessary, **NFRANCE CONSEIL** reserves the possibility of interrupting access to the server to proceed with technical maintenance and/or improvements in order to ensure proper functioning of its services. **NFRANCE CONSEIL** will strive to carry out maintenance operations during the hours when the server is least called upon by Internet users, except in the context of urgent corrective maintenance.

- will do its best, within realistic limits, to provide daily statistics online concerning the number of hits on the server corresponding to the client's domain name covering the preceding thirty days.

4.3 - The client will administer his or her website via an administrator interface accessible via password and identifier. The passwords and identifiers will be provided by **NFRANCE CONSEIL** to the client in the context of service activation.

4.4 – The **NFRANCE CONSEIL** server is accessible to the general public via the Internet using appropriate terminals connected to this network.

4.5 – **NFRANCE CONSEIL** will take reasonable precautions for the material protection of hosted data and applications. Depending on the characteristics of the hosting plan chosen by the client, incremental daily backups can be performed. However, for technical reasons, these backups may not take place or may be incomplete. Moreover, **NFRANCE CONSEIL** cannot guarantee that such backups can be used to restore data. Consequently, the client must perform his or her own backups in order to avoid the loss or corruption of his or her files, databases, or e-mail. In the case of the loss or destruction of the client's data, due to a proven error on the part of **NFRANCE CONSEIL**, the latest backup can be dispatched to the client within a reasonable period.

In general, any request originating with the client is subject to billing. A quotation will be sent, and after the client's acceptance, will be invoiced at the price in effect on the day of the request.

As for losses and/or restoration of data in programs entrusted by the client, the obligations and responsibilities of **NFRANCE CONSEIL** are limited to the previous stipulations.

ARTICLE 5 - PRICES & INVOICING

5.1 – The prices of the hosting plans supplied by **NFRANCE CONSEIL** in the context of a hosting contract are based on several rates established according to the type of services.

The applicable rates are available online at "<http://www.nfrance.com>" and on request from **NFRANCE CONSEIL**.

The prices of hosting plans are indicated in the purchase order and are given before taxes. All present or future duties and taxes applicable to these prices will be invoiced, in addition to the basic price, at the date of their legal applicability.

5.2 -invoices are payable in advance in euros, and on reception of the invoice, for the annual term. The client has the choice of means of payment: via bankcard, check or any other means of payment offered by **NFRANCE CONSEIL**. No discounts are accorded for payment in advance.

5.3 – **NFRANCE CONSEIL** reserves the right to modify its prices at any time in conformity with the conditions set out in article 19 - MODIFICATION.

5.4 - The client is and remains entirely responsible for payment of the totality of the sums invoiced within the framework of the contract for hosting with **NFRANCE CONSEIL**, including in the case of a third party payer who intervenes on behalf of the client, and who should in any case, obtain express prior agreement from **NFRANCE CONSEIL**.

5.5 - Total or partial default on the payment 30 days after the deadline for all sums due within the framework of the contract will result in the exercise of **NFRANCE CONSEIL**'s full rights without additional notice, specifically:

- the immediate demand for payment full payment of all sums owed by the client within the framework of the contract, whatever the means of payment which were originally foreseen,
- invoicing of late penalties to the client equal to one and a half times the legal interest rate, based on the latest rate published at the date of invoicing. Interest is calculated pro rata until the date of complete payment.
- suspension of all services in progress, under the terms of the contract, without affecting **NFRANCE CONSEIL**'s right to exercise the cancellation clause of the contract stipulated in article 15 -CANCELLATION.

ARTICLE 6 - OVER INITIAL MONTHLY DATA TRANSFER VOLUME OR OVER INITIAL DISK QUOTA

6.1 – Certain hosting plans offered by **NFRANCE CONSEIL** include a certain volume of traffic, corresponding to data transfer and a certain disk storage quota expressed in megabytes (Mb) or gigabytes (Gb).

6.2 - The client is responsible for respecting the traffic volume and the disk storage quota authorized by the hosting plans and options which the client has subscribed.

6.3 - The client may use the log files and exploit them according to the stipulations of article 8 – STATISTICS and therefore collect information relative to the bandwidth of the client's website. In order to avoid any overuse of transfer volume bandwidth, the client may request by e-mail or fax (available on the website at <http://www.nfrance.com>, or any other address which **NFRANCE CONSEIL** may substitute for it) that **NFRANCE CONSEIL** temporarily suspend access to the client's site.

In the absence of a request for suspension, the client is assumed to have accepted the over bandwidth charge and subsequent invoicing.

6.4 - In case of dispute, the parties agree that the measurements presented in the technical database will be used as the only reference to determine over-bandwidth and over-disk quota assigned to the client on the hosting platform. The client expressly accepts that any authorized monthly over-bandwidth and/or over-disk quota will be subject to supplementary invoicing, established at the current labor rate on the date of overuse, based on the number of extra megabytes (Mb) transferred or stored.

6.5 – In the event that the hosting plan chosen by the client should become insufficient, namely due to a number of connections exceeding the client's initial forecasts, the client agrees to consider technical and financial modifications in the client's hosting plan. In the interim, the client acknowledges and accepts that restrictions may be placed on the service. **NFRANCE CONSEIL** reserves the right to immediately apply such restrictions as necessary.

ARTICLE 7 - E-MAIL SOLUTIONS

7.1 – **NFRANCE CONSEIL** offers e-mail solutions to the client. These services are shared and located on one or more specific servers, separate from the hosting servers. The client is advised that the transmission protocol used for electronic messages

applies exclusively to the transfer of chains of text. Consequently, the client acknowledges that the transfer of files by this means involves technical uncertainties. NFRANCE CONSEIL makes no guarantees concerning the time required for these transfers, nor for the integrality or integrity of the messages placed in the client's inboxes or sent to other addresses, including those located on the same server as the e-mail service.

In particular, it is the client's responsibility to install sufficient security systems to eradicate any type of virus which may circulate on the Internet and which may be susceptible of infecting the client's computer system through the e-mail service. It is also the client's responsibility to take the necessary precautions to back up his or her e-mail messages

7.2 - The client agrees not to use the e-mail functions to send large volumes of unsolicited advertising to people with whom the client has no existing business relationship. Spamming is strictly prohibited. Consequently, NFRANCE CONSEIL reserves the right to implement tools on its servers to impede such practices. The client acknowledges having taken cognizance of the NFRANCE CONSEIL policy concerning spam, accessible at <http://spam.nfrance.com>, or at any other URL which NFRANCE CONSEIL may substitute for it.

7.3 - The E-Mail services offered by NFRANCE CONSEIL can be configured using the administrator interface. These services can be used to create e-mail inboxes, to return e-mail addresses and to configure automatic out of office responses. The number of e-mail addresses is specified in the purchase order. The maximum capacity of an inbox (pop accounts) is limited to 20 Mb. The capacity of an e-mail message is limited to 5 MB. The client acknowledges and accepts that any overflow of maximum capacities and/or an incorrect configuration on the part of the client may result in the loss or the rejection of incoming messages, or even generate dysfunctions in the e-mail system, even in the case of messages sent to an account outside of NFRANCE CONSEIL.

The client has the option of attributing the identifiers and passwords for each of the accounts. The client has the sole responsibility for saving and communicating these identifiers and passwords. Any creation or deletion of e-mail accounts, or their related parameters, will only go into effect after a period which may vary from 2 to 24 working hours.

ARTICLE 8 - STATISTICS

8.1 - The client can access the statistical tools offered by NFRANCE CONSEIL through the interface made available to the client. These tools automatically organize the file logs generated by the server in tables and/or graphic form. Depending on the characteristics of the hosting plan chosen by the client (particularly in the professional hosting plans), the client may, either use these tools as provided or request that raw log files be made available which the client will process with his or her own tools or those of a third party of his or her choice, which will have to be configured and/or developed, these two options being mutually exclusive.

The client understands and recognizes that the software tools are the product of a third party and therefore it is not possible for NFRANCE CONSEIL to guarantee the exactitude of the statistical results obtained, and that the exploitation of log files in raw form is the client's exclusive responsibility, including periodic data collection (weekly maximum).

8.2 – NFRANCE CONSEIL reserves the right to conserve access files to the client site for a period of only two months. Consequently, it is the client's responsibility to regularly perform detailed backups of the access files as deemed necessary.

ARTICLE 9 – TECHNICAL SUPPORT

Depending on the type of hosting plan indicated on the purchase order, the client can access technical support by telephone during the hours indicated at <http://www.nfrance.com> (normal phone rates apply) or by email, from Monday to Friday except holidays, for all hosting plans, through the dedicated technical support site at <http://www.nfrance.info>, or at any other URL that NFRANCE CONSEIL substitutes for it. NFRANCE CONSEIL cannot guarantee to resolve all submitted incidents, or to provide the time necessary to deliver a response or an alternate solution.

This technical support cannot cover assistance for development or debugging of hardware supplied by the client, who is assumed to have the necessary knowledge. This type of support may be covered by a separate contract.

However, NFRANCE CONSEIL agrees to do its best to take into account any reported incidents, and as far as possible to provide a suitable response.

ARTICLE 10 – RESPONSABILITIES OF NFRANCE CONSEIL

10.1 – NFRANCE CONSEIL agrees to implement all of its resources to provide hosting services to the client under optimal conditions. The responsibility of NFRANCE CONSEIL towards the client can only be invoked for established facts which are exclusively attributable to NFRANCE CONSEIL.

10.2 - The client acknowledges that software (published by third parties) used on the server involves particularly complex information technology, and that it is not materially possible in the context of shared use, to carry out tests or experiments covering all the functional possibilities, although NFRANCE CONSEIL's technological choice of so-called "free" software tends to significantly improve the functional level. The client therefore accepts, within the limits described in article 4.2, the residual risks of imperfection or server downtime.

10.3 – Due to the inherent characteristics of the Internet, which the client declares to perfectly be aware of, NFRANCE CONSEIL cannot be held responsible for, in particular:

- the content of data transmitted, broadcast or collected, their exploitation and updating, as well as any files, particularly address files, sound, text, images and formatting elements, any data accessible on the site whatsoever and, namely the content of sites accessible via hypertext links implemented by the client on the client's own site, the content of messages broadcast by web

users to mailing lists of the client's site.

- difficulties of access to the hosted site resulting from total or partial non-respect of a client's obligations, a periodic breakdown and/or saturation of operators of network transmissions to the Internet and in particular access providers.
- data contamination due to a virus and/or client software, against which protection is the client's responsibility.
- malicious intrusions by a third party of the client's site and/or e-mail boxes, despite reasonable security measures taken by NFRANCE CONSEIL.
- faulty programming or faulty configuration of the hosting application (client's website) for which NFRANCE CONSEIL does not intervene in any case.
- any damage that may occur to equipment connected to the hosting platform (client's terminals) or their improper use, this being under the client's full responsibility.
- any diversion of passwords, confidential codes, or more generally any of the client's sensitive data.
- the overuse of monthly bandwidth or disk quota as authorized by the hosting plan chosen by the client.
- consequential injury, i.e. any damage which does not result directly and exclusively from a partial or total breakdown of the service supplied by NFRANCE CONSEIL, such as market injury, deterioration of brand image, any market difficulties, loss of profits or clients. Any action directed against the client by a third party constitutes a consequential injury, and therefore cannot open any rights to compensation. Any compensation due by NFRANCE CONSEIL in the case of a breakdown of the hosting service resulting from a proven error on the part of NFRANCE CONSEIL will correspond to the direct, personal and certain injury linked to the breakdown in question, and expressly excluding consequential injuries.

In any case, the amount of damages which may be imputed to NFRANCE CONSEIL if its responsibility is proven, will be limited to the amount of sums effectively paid by the client to NFRANCE CONSEIL during the six previous months for which the responsibility of NFRANCE CONSEIL has been retained within the framework and execution of the present contract.

10.4 - NFRANCE CONSEIL's penal and/or civil responsibility to third parties in the context of the present contract as well as the modalities for holding, storing and communicating data enabling the identification of the client and/or the service provider having created the hosted website, or third parties, are governed by law.

ARTICLE 11 - CLIENT'S OBLIGATIONS AND RESPONSIBILITIES

11.1 - The client acknowledges having verified the suitability of the service to the clients needs, particularly concerning the characteristics of the selected hosting plan, and having received all necessary information and advice from NFRANCE CONSEIL enabling the client to subscribe to the present agreement with full understanding. Therefore, the client retains full responsibility for his or her choices made at the time of the order, and thereafter.

11.2 – For example, and without this list being restrictive, the client will have previously acquired the necessary subscriptions and services to have access to the Internet through service providers of the client's choice; the client freely uses a computer configured with the proper parameters in order to connect to the server; the client has acquired the necessary software licenses; and the client has sufficient technical knowledge to enable him or her to use the hosting service which is the object of this contract.

11.3 - The client uses the administrator interface under his or her complete responsibility. The client has sole responsibility for storing and communicating the identifiers and passwords needed to use the administrator interface.

11.4 - In application of legal stipulations, the client has civil and penal responsibility for the content of his or her site, the data transmitted, broadcast and/or collected, use of the data, comments exchanged on the forums and discussion groups, and/or published on the mailing lists, hypertext links, complaints from third parties and civil and or penal lawsuits resulting from them, particularly in regards to intellectual property, personality rights, privacy rights, and protection of minors. The client agrees to respect the applicable laws and regulations, in particular, the rules dealing with online services, electronic commerce, intellectual property rights, acceptable morality and public order, as well as the universally applied principles of Internet usage, commonly referred to as "netiquette."

(<http://www.faqs.org/rfcs/rfc1855.php>).

In particular, the client will refrain from making available on the client site any content of an illicit at or prohibited nature. Particularly prohibited content includes that of an erotic, pornographic, violence, racist or sectarian nature, and making such content available through the exchange or sharing of files (namely peer-to-peer), audio and/or video broadcasting (namely web radio). The client also agrees to not offer hypertext links leading to websites or pages of this type, and to not redirect traffic from his or her domain towards such sites or pages (except web radio).

The client guarantees NFRANCE CONSEIL against any action, or complaint from a third party related to the content of the hosted data, and consequently, the client will compensate NFRANCE CONSEIL for all expenses, charges, indemnities and fees which NFRANCE CONSEIL may incur, including in the case of a non-definitive legal judgment.

11.5 - Consequently, the client accepts the suppression or limitation of access to content hosted by NFRANCE CONSEIL and placed online by the client. In this context, NFRANCE CONSEIL's responsibility cannot be engaged for any cause whatsoever. Notwithstanding the previous clause, the client remains liable for the totality of sums due within the framework of the ongoing contract without the possibility of premature cancellation and NFRANCE CONSEIL reserves the right, without prior notice, to cancel the present contract ipso jure, with no further formalities and without jeopardizing any damages to which NFRANCE CONSEIL may be entitled.

11.6 - The client agrees to respect the stipulations concerning compulsory legal notification to be posted on the client's website, according to the laws relative to information technology, data files, and individual liberty, particularly those dealing with the processing of personal data and prerequisite statements filed with the Commission Nationale de l'Informatique et des Libertés (C.N.I.L.).

11.7 - In any event, the client is formally prohibited from analyzing, visualizing, or modifying the configuration of the NFRANCE CONSEIL server or its structure and constituent files, or attempting to do so. The only interventions which the client is

authorized to perform on the server are the implementation, updating or deletion of elements (files and directories) constituting the client's website and found in the client's private hosting space. Any interventions on the websites of third parties present on the server and/or any intrusion or attempt at intrusion of the NFRANCE CONSEIL computer system will immediately involve the application of the client's penal and civil responsibility to NFRANCE CONSEIL.

11.8 - The client also agrees to take out the necessary insurance policy through a demonstrably solvable organization in order to cover any damages for which the client may be liable in the framework of the present contract or its execution.

11.9 - The client authorizes NFRANCE CONSEIL to communicate the modalities for accessing the server to the website designer, referenced as a partner of NFRANCE CONSEIL, if the client has indicated the designer's contact information in the purchase order. The client is completely and exclusively responsible for the consequences of communicating the identifiers and passwords through NFRANCE CONSEIL to the designated service provider, and in case of loss or theft of identifiers and passwords.

11.10 - The client must take the necessary precautions to ensure that the contents (data, applications, e-mail) posted on the NFRANCE CONSEIL server are backed up in order to enable the client to restore them, in case of loss or destruction, particularly when these contents are modified by the client.

11.11 – In the case of shared hosting, the client must respect the technical programming standards available at <http://www.nfrance.com>, or any other URL which NFRANCE CONSEIL may substitute for it. In addition, the client agrees that the developed scripts will use no more than 5% of the CPU resources themselves, and less than 10 MB of RAM. Any repetitive use of resources in excess of these limits may lead to a restriction of service by NFRANCE CONSEIL, ipso jure and without notification, in order to prevent any deterioration in the quality of service for other clients hosted on the shared server. If this case arises, NFRANCE CONSEIL will inform the client ex post facto within a reasonable period of time. In general, the client agrees to ensure that the hosted scripts will not negatively affect the configuration of the NFRANCE CONSEIL server. Therefore, the use of MySQL, PHP, Perl, Java programs or any other software tool, in an inappropriate or abusive manner (looped scripts, persistent connections, etc.) and not in conformity with the previously stated programming standards, is strictly prohibited.

The client is informed that abusive use (or use based on incorrect programming) may result in incompatible functioning of the website on a shared server, and therefore subject the website concerned to suspension without prior notice in order to guarantee an acceptable level of service quality to all of the clients using the server. The same holds true in case of intrusion or piracy.

11.12 – In its relations with NFRANCE CONSEIL and with third parties, the client agrees to respect the rules of courtesy, and correct behavior.

ARTICLE 12 - FORCE MAJEURE

12.1 - In cases of force majeure, as defined in French jurisprudence, which prevent the execution of the obligations by one of the parties, the obligations of NFRANCE CONSEIL will be temporarily suspended.

12.2 – If the suspension exceeds two months, the contract may be canceled ipso jure through the initiative of one or the other of the parties, in which case, NFRANCE CONSEIL will be released from its commitments, without liability for any indemnity resulting from this fact.

ARTICLE 13 – DURATION OF THE CONTRACT

13.1 – Depending on the specifications of the hosting plan chosen by the client, the hosting contract takes effect on the date of the client's online order, subject to the stipulations of article 13.2, or the reception by NFRANCE CONSEIL of the purchase order and the client's payment, for the duration indicated on the purchase order, starting from the date when NFRANCE CONSEIL communicates the identifiers and passwords needed to access the NFRANCE CONSEIL server.

13.2 – If payment is made other than by bankcard, and if NFRANCE CONSEIL does not receive payment from the client at the latest one month after NFRANCE CONSEIL has registered the order online, NFRANCE CONSEIL may declare the present contract null and void. Beyond this period, NFRANCE CONSEIL and the client will be released from all of their obligations relating to the present contract, without the payment of any indemnities due from NFRANCE CONSEIL, however, the client remains liable to NFRANCE CONSEIL for compensation equal to the sum of the costs of the subscribed hosting plan for the elapsed period.

13.3 - The contract may be renewed according to the hosting terms and conditions applicable at the time of renewal by tacit agreement on an annual basis, unless the client renounces the contract via registered mail, one month before the end of the contract.

ARTICLE 14 – RESTRICTIONS

NFRANCE CONSEIL reserves the right to restrict, limit, or suspend all ongoing services at any time and without prior notice, particularly in case of non-execution by the client of one of the client's obligations as set forth in the present contract, or following the express demand of a competent administrative or jurisdictional authority, or in the case of real or alleged infringements of any specific rights, and that without it being considered to be a failure on the part of the NFRANCE CONSEIL to uphold its obligations.

The client recognizes and accepts that NFRANCE CONSEIL may stipulate that reestablishment of the suspended services is conditional to effective implementation by the client of appropriate measures to guarantee against any risk of the perpetuation or

repetition of the acts which originally led to the measure.

ARTICLE 15 – CANCELLATION

If the client does not respect one or more of his or her obligations, the present contract may be canceled ipso jure if the situation has not been corrected one month after the other party has sent notification specifying the non-compliance of contractual obligations via registered letter with an acknowledgment of receipt or other equivalent means.

ARTICLE 16 - INTELLECTUAL PROPERTY RIGHTS

16.1 – NFRANCE CONSEIL concedes to the client, the non-exclusive right to use the software supplied within the framework of the hosting services, for the duration of the contract, and for the entire world. The client agrees not to copy, translate, modify, correct, improve, adapt, decompile through reverse engineering, create derived works of this software, and more generally, the client agrees to refrain from any infringement of the intellectual property rights of the publishers or of NFRANCE CONSEIL for these applications.

The client acquires no intellectual property rights to the databases of NFRANCE CONSEIL, or its brands, concepts, screens, graphics, or its look and feel.

16.2 – When the contract ends, for whatever reason, the client must immediately cease to use the software provided by NFRANCE CONSEIL, as well as the related documentation.

16.3 - The client agrees to respect the terms and conditions for the use of the third-party applications made available by NFRANCE CONSEIL for the duration of the contract. The terms and conditions of use of these third-party applications are available from the publishers or from NFRANCE CONSEIL on request.

ARTICLE 17 – CONFIDENTIALITY

17.1 – For the duration of the contract and following its expiration, each of the parties should consider as confidential the information, documents, systems, know-how, forms or any other data coming from the other party of which either party could have been aware of at the time of execution of the contract, and should not divulge it to any other third party, or use it outside of the requirements of the contract.

17.2 - However, the client has the option of communicating certain data to a third party service provider assigned to develop the client's website on the condition that a prior written agreement has been established with NFRANCE CONSEIL and that the same confidentiality commitment has been received from the third party service provider.

ARTICLE 18 – PERSONAL DATA

18.1 – Personal data provided to NFRANCE CONSEIL is necessary in order to process the order, and to provide the service. It may be used to inform the client of new commercial offers from NFRANCE CONSEIL, which NFRANCE CONSEIL acknowledges and expressly accepts in this document. This personal data will neither be sold, nor transferred to a third party. All personal data collected by NFRANCE CONSEIL will be treated with the utmost confidentiality.

18.2 – In application of law n°78-17 of 6 January 1978 and modified relative to information technology, files and liberty, the client has the right to oppose (art.26 of the law), to access (art.34 to 38 of the law) and to rectify (art.36 of the law) data concerning him or her. Thus, the client can use the administrator interface to rectify, complete, clarify, update, or delete any information concerning him or her which is incorrect, incomplete, or ambiguous.

18.3 – The client agrees to transmit correct, reliable, up-to-date and complete information to NFRANCE CONSEIL and agrees to update this information in order to maintain it as correct, reliable and complete. In this spirit, the client agrees to not attempt to mislead NFRANCE CONSEIL or any other persons concerned, by assuming the name or any information of a personal nature belonging to anyone else. The client agrees to immediately inform NFRANCE CONSEIL in writing, of any modification concerning the client's situation, particularly in case of a change of address, telephone number, e-mail, or banking information.

18.4 – NFRANCE CONSEIL reserves the right to verify the accuracy, reliability, and completeness of information supplied by the client, and reserves the right, in conformity with the law, to proceed with any rectification of inaccurate or outdated information and to use and exploit such information according to the terms stipulated in this contract.

18.5 – In general, if the client communicates or transmits information which, although directly or indirectly concerning the client, targets or mentions either directly or indirectly, a third-party (physical person), the client in that case is solely responsible for requesting any necessary authorization from the person or persons concerned, as well as for communicating and transmitting such information to NFRANCE CONSEIL according to the conditions set forth in this contract.

Consequently, the client agrees to inform any physical person from whom the divulged information was collected of the fact that it was divulged and transmitted to NFRANCE CONSEIL according to the modalities described in the present terms and conditions, as well as the purpose of the processing, and the existence of a right to access the data concerning the person, if these data are nominative.

18.6 – NFRANCE CONSEIL cannot be held responsible, particularly as concerns a third party or parties, for whether or not the party collecting, divulging and transmitting the information to NFRANCE CONSEIL is authorized to do so, particularly as concerns information of a personal nature, whatever the context and whatever the basis, likewise for the use or nonuse,

exploitation or non-exploitation of the transmitted information, which may be made by NFRANCE CONSEIL or by a third party.

ARTICLE 19 – COOPERATION WITH PUBLIC AUTHORITIES

19.1 - NFRANCE CONSEIL reserves the right to cooperate in conformity to the law, with the authorities who may carry out verifications related to content or services accessible via the Internet or related to illegal activities engaged in by a user.

19.2 – In point of fact, NFRANCE CONSEIL is not subject to a general obligation to monitor the information which its stores, nor to seek out facts or circumstances relevant to illicit activities. However, NFRANCE CONSEIL may proceed to inform the competent public authorities of illicit activities or information which it becomes aware of through the normal exercise of its business. NFRANCE CONSEIL is obliged, nevertheless, to retain and conserve data, which may enable the identification of any person having contributed to the creation of content or services for which NFRANCE CONSEIL provides the storage, or having had access to it.

ARTICLE 20 - PROOF

Computerized recordings conserved in the NFRANCE CONSEIL computer system in reasonably secure conditions, are considered to be proof of communications, of the conclusion of the contract, of orders and payments which have taken place between the parties.

ARTICLE 21 – ASSIGNMENT

21.1 - The client is not authorized to assign, transfer, delegate or license the rights or obligations designated in the contract, under any form whatsoever, to another company, except with the prior written permission of NFRANCE CONSEIL.

21.2 – The contract can be transferred by NFRANCE CONSEIL at any moment to another company of its choice. NFRANCE CONSEIL will inform the client of this transfer via online information at <http://www.nfrance.com>, or at any other URL which NFRANCE CONSEIL may substitute for it, or via e-mail.

ARTICLE 22 – MODIFICATION

22.1 – The specific conditions, the terms and conditions, and the purchase order as posted online, take precedence over the printed version of the specific conditions, the terms and conditions, and the purchase order.

22.2 - The parties agree that NFRANCE CONSEIL may, ipso jure, modify its service with no other formality than to inform the client by an online announcement and/or to introduce these modifications in the online version of the terms and conditions.

22.3 - Any modification of terms and conditions or specific conditions, as well as the introduction of new hosting plans or prices will be announced online through the site at <http://www.nfrance.com>, or at any other URL which NFRANCE CONSEIL may substitute for it, or by sending an e-mail to the client. In this case, the client may cancel the present contract ipso jure within 30 days from the date that such modifications go into application by sending a registered letter with an acknowledgment of receipt.

ARTICLE 23 – CLAIMS

Any claims within the framework of this contract must be formulated in writing and transmitted:

- either by fax to: +33 (0)5.34.455.507 Attn: customer service;
- or by postal mail to: Customer Service NFRANCE CONSEIL, 4, rue JF Kennedy 31000 Toulouse, France;
- or by e-mail to: info@nfrance.com (include "claim" in the subject line).

ARTICLE 24 - MISCELLANEOUS

The invalidity of one of the clauses of the hosting contract, particularly due to application of a law or regulation or following a judgment pronounced by a competent jurisdiction, does not imply the invalidity of the other clauses of the hosting contract, which retain their full effect and scope.

ARTICLE 25 - ARBITRATION - GOVERNING LAW

25.1 - The hosting contract is established under French law.

25.2 - Any litigation arising from this hosting contract, whether concerning its interpretation or its execution, and following any eventual attempt to reach a settlement, will be submitted to the exclusive jurisdiction of the Cour d'Appel of Toulouse, not withstanding plurality of defenders or introduction of third parties, even for urgent proceedings, measures of conservation, and measures of execution.