

GENERAL TERMS AND CONDITIONS FOR THE REGISTRATION AND MANAGEMENT OF A DOMAIN NAME WITH NFRANCE CONSEIL

ARTICLE 1 - DEFINITIONS

Domain Name: a unique name, designating one or more Internet sites or services

IP Address (Internet Protocol): a unique series of numbers, designating a site on the Internet

DNS: an Internet service, ensuring the conversion of domain names into IP addresses

ICANN (Internet Corporation for Assigned Names and Numbers): organization in charge of defining the rules for attribution and management of domain names, and the evolution of these rules

Registrar: ICANN-approved organization constituting a technical intermediary through which requests for registration of domain names may be submitted to the registration organizations

Registry: registration organization operating according to the rules established by ICANN and through which NFRANCE CONSEIL is authorized to register domain names

VeriSign: organization responsible for the registration of top level .com, and .net domain names

Public Interest Registry: organization responsible for the registration of top level .org domain names
Afnic: organization responsible for the registration in France of local .fr, .re, and derivative domain names

Eurid: organization responsible for the registration in the European Union of local .eu. domain names

Udrp: organization responsible for the registration of top level .info and .biz domain names

Contract: the complete set of contractual documents composed of the present document and the general terms and conditions, the purchase order, and all other documents referring to the general terms and conditions and all annexed documents attached to the present document and to the purchase order

Client: physical or moral person designated as a signatory of the purchase order and, holder of the contract

ARTICLE 2 - APPLICATION AND OPPOSABILITY OF GENERAL TERMS AND CONDITIONS FOR THE RESERVATION OF NFRANCE CONSEIL DOMAIN NAMES

- The present general terms and conditions are applicable to all services provided by **NFRANCE CONSEIL** concerning domain names.

– Any request relating to domain names implies the client's total acceptance without reservation of the present general terms and conditions which apply for all services provided. No separate request or specific modification of the purchase order made by the client may, without written formal agreement by **NFRANCE CONSEIL**, override the present general terms and conditions. Any contrary clause inserted by the client, except with explicit agreement, will therefore be ineffective against **NFRANCE CONSEIL**, whatever the moment in which it is brought to the attention of **NFRANCE CONSEIL**.

The fact that **NFRANCE CONSEIL** does not avail itself at a given moment of any one of the present general terms and conditions and/or any default by the other party concerning any of the obligations stipulated in the present general terms and conditions may not be interpreted as a renunciation by **NFRANCE CONSEIL** of the right to avail itself of any of the above-mentioned conditions at a later time.

ARTICLE 3 - PURPOSE OF THE CONTRACT

The purpose of the present contract is to establish the conditions in which **NFRANCE CONSEIL** offers to register and renew generic top level .com, .net, .org, .biz, and .info domain names as well as local .fr, .re and .eu domain names in order to enable any physical or moral person to verify the ownership of the name or names of the domain of their choice.

ARTICLE 4 - SERVICES PROVIDED BY NFRANCE CONSEIL

4.1 – NFRANCE CONSEIL undertakes the registration with the competent authorities, of the domain name selected by the client and submitted to **NFRANCE CONSEIL** via purchase order according to the terms and conditions defined hereafter. The services provided by **NFRANCE CONSEIL** consist of intervening, on the client's behalf, as a technical intermediary with the competent organizations in charge of attributing domain names for the selected extension.

4.2 – As soon as the domain name has been registered by the competent organizations, during the entire duration of the registration process, and while awaiting hosting of the site, **NFRANCE CONSEIL** can proceed with service activation of the domain name on its DNS servers and put a (non-customizable) generic domain page online with a notice such as "domain name reserved by **NFRANCE CONSEIL**" or another equivalent message. The client explicitly recognizes that the registration and activation of a domain name in no way constitute a right to Internet website hosting. However, these services can be supplied by **NFRANCE CONSEIL** within the framework of another contract.

4.3. - NFRANCE CONSEIL provides the client with an administration interface, enabling the client to proceed with pointing of the URL, or under certain conditions, transfer of the client's domain name to DNS servers of his or her choice.

4.4. – NFRANCE CONSEIL may intervene, at the request of the client, within the framework of other services related to domain names, and in particular in procedures for transfer, portfolio management, sale, etc. of domain names.

ARTICLE 5 - AVAILABILITY OF A DOMAIN NAME

5.1 –NFRANCE CONSEIL offers free of charge, on its site <http://www.nfrance.com>, the use of a search engine to verify the availability of one or more domain names which the client would like to register. The search engine is made available for information purposes only. The search results produced have only informational value and do not engage the contractual responsibility of **NFRANCE CONSEIL** concerning availability, ownership or any technical or administrative data concerning the domain names.

5.2 - Due to lapses of time between the moment of the search and the final registration of the desired domain name, the availability of a name cannot be guaranteed until the registration has been completed by the approved organization.

5.3 - The availability of a domain name and its registration do not provide a guarantee against any third-party claims to all or part of the name in question.

NFRANCE CONSEIL informs the client in particular, that **NFRANCE CONSEIL** makes no verification concerning the available duration of the domain name which the client wishes to adopt.

ARTICLE 6 – PREREQUISITE ACCEPTANCE OF ADMINISTRATIVE AND TECHNICAL RULES FOR NAMING, AS WELL AS RULES FOR CONFLICT RESOLUTION

6.1 - All requests for registration or renewal imply the prerequisite unconditional acceptance of legal, administrative, and technical naming rules governing the level of registration requested, and the acceptance of rules, if they exist, for the resolution of conflicts which may arise between the owner of the domain name and any third parties claiming rights to all or part of the name.

Specific rules applying to the following levels of registration, .com, .net, .org, .biz, .info, .fr, .re and .eu are accessible via the website of **NFRANCE CONSEIL** at <http://www.nfrance.com>, with the understanding that it is the client's responsibility to obtain the documents from the competent organizations containing the full set of these rules. Nevertheless, the main administrative and technical constraints relative to the registration of domain names are systematically provided during the registration procedure, and then confirmed by e-mail as part of the order process.

6.2 - Therefore, it is the client's responsibility to provide **NFRANCE CONSEIL** with all of the information and documents required for the registration in question.

ARTICLE 7 - PRICE OF SERVICE, PAYMENT

7.1 -, the applicable prices are those available online at the **NFRANCE CONSEIL** website <http://www.nfrance.com>, at the time of the request for registration or renewal. They are repeated during the order process, and are listed without taxes. All present or future taxes and fees will be invoiced in addition to these related prices, at the time of their legal application. The total price is payable in euros in advance at the time of the order: the payment may be made, depending on the situation, by bank card directly via the website <http://www.nfrance.com>, by bank check, by direct transfer or any other means of payment acceptable to **NFRANCE CONSEIL**. In all cases, the payment must be made directly to **NFRANCE CONSEIL** for all domain names.

The client explicitly accepts that the invoice, covering services provided by **NFRANCE CONSEIL** is transmitted to the client via electronic means. If the client so wishes, he or she may request that **NFRANCE CONSEIL** send a hard copy paper invoice.

7.2 - As the prices applied by the official organizations may vary, **NFRANCE CONSEIL** reserves the right to pass along such possible variations in its own prices. For that reason, annual maintenance fees, particularly for registration of domain names, are indicated subject to such variations.

NFRANCE CONSEIL reserves the right to pass on, without delay, any new tax or any increase in the rate of existing taxes on the above-mentioned annual and maintenance costs.

ARTICLE 8 – ACKNOWLEDGING THE ORDER

8.1 – The request for registration or renewal of a domain name requires the use of a purchase order accessible on the **NFRANCE CONSEIL** website at <http://www.nfrance.com>, to be completed by the client.

NFRANCE CONSEIL will only take orders into account up receipt of payment for the requested services, and when applicable, receipt of all information and documents required to register the domain name. When the order requires prerequisite verifications, the order will only be taken into account once the verifications have been completed, and under the condition that this verification fulfills the necessary requirements.

In addition, **NFRANCE CONSEIL** reserves the right not to honor an order concerning one or more domain names, if a client has outstanding debts owed to **NFRANCE CONSEIL** for whatever reason.

Moreover, **NFRANCE CONSEIL** also reserves the right not to honor an order concerning one or more domain names, particularly in the case of an abnormal or dubious order, involving the risk of real or supposed damage to the rights of a third party.

For **NFRANCE CONSEIL**, the acknowledgment of an order only engages the obligation to transmit the client's request within two working days following its receipt, to the competent organization responsible for attribution and management of the domain names in question.

In no case can **NFRANCE CONSEIL** be held responsible for the loss of information and/or documents required by the registration organizations.

8.2 – If **NFRANCE CONSEIL** does not receive the required information and documents at the latest within one month after **NFRANCE CONSEIL** receives the order, the order will become null and void, and **NFRANCE CONSEIL** and the client will be freed of any obligations pertaining to the contract, without indemnities to either party. Any expenses incurred by **NFRANCE CONSEIL** for registration of the client's domain name will remain at the client's charge.

ARTICLE 9 - EFFECTIVE DATE OF THE REGISTRATION OF A DOMAIN NAME

The registration of a domain name only takes effect when the databases of the concerned organizations are updated, or when **NFRANCE CONSEIL** sends confirmation of that update to the client via e-mail.

If the competent organization refuses or blocks registration of the domain name, **NFRANCE CONSEIL** will inform the client of that decision as soon as possible. The client explicitly recognizes that **NFRANCE CONSEIL** cannot be held responsible for any consequences of such a refusal or blockage on the part of the competent organization to which the request was transmitted, even if the domain name appears to be available in the research engine. In case of a registration refusal, **NFRANCE CONSEIL** will only be held responsible for reimbursement for sums paid by the client relative to the operation concerning the domain name during a period of one month following dispatch of the refusal notification to the client.

ARTICLE 10 – ADVISORY CAUTION AND CLIENT'S RESPONSIBILITY

10.1 – The client explicitly acknowledges that he or she is solely responsible for any consequences which may result from the registration, management or any other operation related to a domain name which the client requests **NFRANCE CONSEIL** to execute.

In particular, the client acknowledges sole responsibility for the choice of the domain name, which he or she requested and received registration for, as well as potential damages to owners of any previously existing distinctive sign, in particular a trademark, commercial name, corporate name, or any other third party rights, such as copyrights, personal names and attributes.

Consequently, it is the client's responsibility to undertake all priority searches relating to prior distinctive signs, and more generally to take all necessary precautions in order to ensure that the domain name does not constitute a violation of applicable legal statutes and regulations in France and abroad, and that it does not affect the rights of third parties.

The client agrees not to use the services provided by **NFRANCE CONSEIL** for the fraudulent appropriation of domain names with the intent of re-selling them to the legitimate owner of a corresponding distinctive sign or name, or for fraudulent use; the client recognizes that this type of activity (cybersquatting, typosquatting, phishing, etc.) is liable to severe punishments, and the client therefore solely assumes the consequences of the aforementioned activities, over which **NFRANCE CONSEIL** has no a priori control.

10.2 – Likewise, it is the client's responsibility to take all necessary measures to ensure the efficient legal protection of the domain name, particularly for example, concerning national and/or international legislation applying to trademarks.

10.3 – **NFRANCE CONSEIL** can in no case be held responsible whatsoever, for any settlement or litigation which may be found against the client as a consequence of the registration of one or more domain names.

In addition, the client will be solely responsible for any activities, which he or she may exercise through the intermediary of any Internet site accessible via a domain name registered through **NFRANCE CONSEIL**.

10.4 – The client agrees to hold **NFRANCE CONSEIL** harmless against charges, costs and indemnities, which **NFRANCE CONSEIL** would have to bear, including the fees of **NFRANCE CONSEIL**'s consultants, in the case of a non-definitive legal decision, due to the registration, the management and more generally, any operation related to one or more domain names.

ARTICLE 11 - RENEWAL

11.1 – For the .fr, .re domain names and their derivatives, renewal, also referred to as maintenance, takes place tacitly, in conformity with Afnic rules.

The client is informed that as of the anniversary date of the domain name registration, maintenance is due in all cases, and the corresponding invoice issued by NFRANCE CONSEIL must be paid. It is the client's responsibility, if he or she so wishes, to request in writing, sufficiently in advance, that NFRANCE

CONSEIL destroy the domain name, or transfer the domain name to another authorized service provider (change of delegation); the destruction of the domain name will take effect upon receipt of the request. The destruction or transfer does not exempt the client from payment of all sums owed, and in particular, for the maintenance of the domain name, to NFRANCE CONSEIL.

11.2 - For the other domain names, the client will be notified of the expiration date of the domain name on several occasions by e-mail; this notification will be sent only to the e-mail address of the administrative and financial contacts, and will be deemed to have been received at that address.

It is the client's responsibility to request renewal sufficiently in advance, as well as payment to **NFRANCE CONSEIL** any subsequent sums owed at the same time.

In case of failure to do so, **NFRANCE CONSEIL** will be unable to proceed with renewal of the domain name.

11.3 - For all other domain names, renewal will be subject to the general tariffs and conditions of the reservation of a domain name applicable at the time of renewal.

NFRANCE CONSEIL may in no case be held responsible for any consequences resulting from the modification of rules imposed by the registration organizations at the time of renewal.

ARTICLE 12 – RESPONSIBILITY OF NFRANCE CONSEIL

NFRANCE CONSEIL agrees to implement all necessary means to proceed with registration or renewal of the domain name requested by the client via an order addressed to **NFRANCE CONSEIL** according to the terms and conditions defined above, with the competent organizations, but **NFRANCE CONSEIL**, in so doing, cannot guarantee results.

Nevertheless, **NFRANCE CONSEIL** cannot be held responsible for the consequences of any delay, or non-execution beyond its control, or any dysfunction affecting:

-the services provided by the registration organizations, resulting in particular from fraudulent access to their databases

-the Internet network

Likewise, **NFRANCE CONSEIL** may interrupt the services provided or modify any data relative to a domain name registered by the client at the request of legal authorities, without engaging the responsibility of **NFRANCE CONSEIL** in this context.

ARTICLE 13 - SUSPENSION OF THE CONTRACT AND TRANSFER REFUSAL

13.1 – In case of non-execution by the client of any of his or her obligations, **NFRANCE CONSEIL** reserves the right to suspend, without notice, all of the services provided, without such suspension entitling required to any indemnities whatsoever.

13.2 – **NFRANCE CONSEIL** reserves the option of opposing any request for transfer of one or more domain names if the client has outstanding debts for the registration costs of one of these names, or any other sum owed by the client.

ARTICLE 14 - END OF CONTRACT

The contract is established for the duration of the registration period of a domain name, including the duration of any potential renewals. It may end at any time upon simple request of transfer of the domain name.

In case of non-observance of any of the client's obligations, **NFRANCE CONSEIL** may cancel the contract by rights, one month after notification is sent to the client, without resulting in rectification.

In addition, **NFRANCE CONSEIL** reserves the right to end the contract at any moment, by giving three months advance notice, with no other formality than informing the client.

The client is informed that, in certain cases, the end of the contract may lead to destruction of the domain name; the client acknowledges and accepts that he or she is fully responsible for taking the necessary measures to maintain the domain name

ARTICLE 15 - TRANSFERABILITY OF THE CONTRACT

15.1 - The client is not authorized to assign, transfer, delegate, or license the rights and obligations resulting from the contract to a third party, under any form whatsoever, except with the prior written consent of **NFRANCE CONSEIL**.

15.2 – **NFRANCE CONSEIL** may transfer the contract to another company at any moment, subject to informing the client before hand.

ARTICLE 16 - OBLIGATION TO INFORM

The client agrees to provide complete, sincere and accurate information to **NFRANCE CONSEIL** concerning himself or herself. Consequently, the client agrees not to attempt to mislead **NFRANCE CONSEIL** by appropriating any other person's name or personal information.

In addition, the client agrees to inform **NFRANCE CONSEIL** in writing of any modification, concerning his or her situation which may be necessary for the management of domain names (in particular change of address, e-mail, telephone number, modification of banking details, etc.)

The client explicitly acknowledges that any nonobservance of this obligation to inform may constitute an obstacle to the proper execution of services provided by **NFRANCE CONSEIL** in the context of the contract, in particular, the client's rights to the domain name, and that therefore **NFRANCE CONSEIL** cannot be held responsible in any way for the consequences of such nonobservance.

ARTICLE 17 – PERSONAL INFORMATION

The information and documents requested from the client at the time of the order are only transmitted to the competent organizations within the framework of domain name management. The client acknowledges and accepts that certain information concerning him or her may be accessible to the public through public directories of domain names, and that the client cannot oppose publication of such information.

The client is informed that he or she may exercise his or her right to individual access, or rectification relative to the personal data concerning him or her through **NFRANCE CONSEIL**, in conformity with the measures set out in Law N° 78-17 of January 6, 1978 (modified), for all information communicated in the context of his or her relations with **NFRANCE CONSEIL**.

ARTICLE 18 - PROOF

The information recorded in digital form, and stored in the **NFRANCE CONSEIL** computer system is considered to be proof of communications, the conclusion of the contract, orders and payments which have taken place between parties.

ARTICLE 19 - NOTIFICATIONS

Preferably, communications between the two parties will take place via e-mail. Notifications may also take place via e-mail. Notifications sent to the e-mail address of the client are deemed to have been received by the client, who explicitly accepts this.

ARTICLE 20: APPLICABLE LAW – COMPETENT JURISDICTION

20.1 - The present contract is established under French law.

20.2 – In the case of litigation, occurring in regards to the contract, whether concerning its interpretation or its execution, and following possible attempts to reach a settlement, the competent jurisdiction is attributed exclusively to the Cour d'Appel de Toulouse, notwithstanding surround city of defendants or introduction of third parties, even for proceedings of a summary court or attachment procedures.