



ONLINE SAS General Sales Terms - 30/07/2013

BETWEEN:

The Client,
Hereafter called the "User",

AND:

ONLINE, a simplified stock corporation (*Société anonyme par actions simplifiée*) with a working capital of €214.410,50, headquartered at 8 rue de la ville l'Evêque - 75008 Paris, FRANCE, registered with the Paris Corporate and Trade Register number RCS PARIS B 433 115 904, VAT number FR35433115904, reachable via its Internet site <http://www.online.net/> as well as by telephone at +33 (0) 173 503 175 or by fax at +33 (0) 899 193 775 (€1.35 per call plus €0.34/min.), represented by its President and CEO,
Hereafter called "ONLINE".

PREAMBLE:

The Agreement comprises these General Sales Terms, the Account Opening Form, and the Pricing Brochure, which form an integral part of the Agreement; the entire set is hereafter called the "Agreement"

Article I. Definitions

Internet: Worldwide data exchange network comprising networks and servers linked together by the cross-connect of worldwide electronic communications networks, accessible to any user with the appropriate IT equipment.

Internet access: Service enabling Users to access the Internet and its various services (email, viewing and creation of online services, and more generally data exchanges over the network).

Bandwidth: The transmission capacity of a transmission link connecting the User's Server to the ONLINE network. It determines the amount of information (in bits per second) that can be sent simultaneously.

Account Management Console: The Internet site made available to the User for independently performing common maintenance and management operations for the provided Services.

IP Throughput: The maximum debit of the logical link using IP technology set up between the User's Server and the ONLINE network. The maximum announced IP Throughput can only be achieved if the User's Server configuration enables it.

Flood: A security problem causing an abnormal use of the IP Throughput, and which may impact other ONLINE Users and/or users of other networks cross-connected to the networks accessed by ONLINE.

Hosting Service Provider: The individual or corporate entity carrying out, under the terms of French Law no. 2004-575 of June 21 2004, an activity for storing any content intended to be provided to the public via online public communication services.

IP or IP Address: Series of numbers used to uniquely identify a computer on the Internet network.

Phishing: Fraudulent technique used by computer pirates to recover confidential information (such as bank or Internet logins and passwords) from Internet users by fooling them via an email message appearing to be from a trusted company, typically a bank, an e-commerce site, or an electronic communications operator.

Server: A computer dedicated to the User and used by the latter once it is made available and that is permanently connected to the Internet via a high-speed connection.

Services: Set of services provided by ONLINE to the User including the Server Leasing Service, the Web Hosting Service, the Domain Name Reservation Service, and various additional related services under the terms set forth in this Agreement.

Site or ONLINE Internet Site: Internet site available at <http://www.dedibox.fr/www.online.net> providing access to the Account Management Console in particular.

Spam: Unsolicited email under the terms of article 34-5 of the French Postal and Electronic Communications Code, and established following French Law no. 2004-496 dated June 10 2004.

Operating System or OS: The main software installed on the User's Server.

User: Any adult with full legal or moral capacity (in the latter case, registered with the French Trade and Company Register) having opened an ONLINE account and received an email from ONLINE containing a login and password for accessing the Services and the Account Management Console.

End User or End Users: Any adult with full legal or moral capacity either paying for or using at no cost, and in its entirety, one or more Dedibox Services and/or one or more Servers made available to the User.

Disk space: Shared storage space allocated by ONLINE to the Client.

Dedicated Servers: Hosting service including the supply of a physical server dedicated to the User's use, its hosting within ONLINE premises, and the supply of associated Internet connectivity.

Web Hosting: Hosting service including access to a hosting platform shared by all Users having subscribed to the Service, and the supply of associated Internet connectivity.

Article II. PURPOSE

The purpose of the Agreement is to define the terms for supplying the Services offered by ONLINE to enable the User to host its own electronic communications services.

Considered as a hosting service provider under the terms of article 6-I-2 of French law no. 2004-575 dated June 21 2004, the Client expressly recognizes that ONLINE does not partake in the design, development, implementation, operation, or administration of the User's management tools, its software, its Internet site(s), nor in any electronic communication services to the general public accessible by the server(s) operated by the User.

Any use of the Services is subject to the User's compliance with the Agreement.

The User recognizes having verified that the Service meets its requirements and having

received from ONLINE all the information necessary to subscribe to this Agreement with full knowledge of the facts.

Services offered by ONLINE either at no cost or on a trial basis are also governed by these General Sales Terms.

Article III. SERVICES PROVIDED BY ONLINE

ONLINE provides the User with a technical infrastructure colocation and an Internet connection whose technical characteristics are described on the ONLINE Internet site for a total monthly fee defined at the Internet site www.online.net at the time of the subscription, and enabling the User to benefit from a high-speed, multi-purpose technical platform permanently connected to the Internet network.

The characteristics of the services provided by ONLINE are listed in the attached Specific Service Terms:

- *Specific Service Terms for Dedicated Server Services on March 29, 2013*
- *Specific Service Terms for Web Hosting Services on October 22, 2012*
- *Specific Service Terms for Dedirack Hosting Services on March 29, 2013*

It is hereby stated that a subscription to the Services entails the User's unconditional acceptance of these General Sales Terms and the Specific Service Terms.

Article IV. TECHNICAL SUPPORT

Section 4.01 Level One Technical Support

ONLINE provides the Client with technical support whose access methods are specified in the Account Management Console.

Technical Support is provided via the following communications methods:

- Email via the Account Management Console, after logging in with the User's login and password, available at no supplementary cost except for any Internet communications costs
- Technical support by telephone during opening hours at the phone number specified on the Internet site (opening hours are also specified on the Internet site), at the cost of a call from the geographical location

The exclusive role of Technical Support is to provide the User with occasional assistance and to manage any hardware or Server failures, or failures of the Web Hosting service made available to the User.

Except for the "Business" or "Critical" service levels offered as an option, under no circumstances does ONLINE perform technical interventions, provide consulting or support for any software, Internet site, or service made available by ONLINE or installed by the User on the Server or its disk spaces following its provision by ONLINE, since the latter are not under ONLINE's responsibility.

Section 4.02 Service levels

Various service levels are offered for the Services according to how the User makes use of the Services:

- "Basic" service level for personal, non-critical use of Services

- "Business " service level for professional use of Services
- "Critical" service level for generating revenue (e.g. an online Internet sales site) from ONLINE Services

Detailed specifications of the service levels are listed on the Internet site www.online.net

The User must subscribe to the appropriate service level for its use of ONLINE Services.

The User recognizes that it has been clearly informed of the need to adapt the service level to its use. Under no circumstances shall ONLINE be held responsible for non-compliant use of the Services in relation to the service level subscribed by the User.

Article V. INTERNET ACCESS

Within the scope of the Charter of Commitments for developing an offer of legal online music, consideration of intellectual property and action on digital piracy signed on July 28 2004, note that the illegal exchange of recordings and protected works over the Internet as well as piracy are detrimental to artistic creation.

As a result, should the User breach current legislation, and notably laws concerning consideration of intellectual and artistic property, the User may be held responsible and it undertakes to protect ONLINE from any action brought about by a third party.

Article VI. METHODS FOR SUBSCRIBING TO THE SERVICES

ONLINE's Services are given first to Users who are not consumers. Therefore the price of services is displayed in Euros excluding VAT, as is customary for professional services.

To subscribe to the Services, the User must follow the procedure for opening an online account, available on the Site.

If the User chooses to pay by automatic direct debit, the User must fill in the online form at the ONLINE Site and then download and print the direct debit authorization form from a current bank or post office account (available in PDF format).

The User must then return the signed and dated direct debit authorization form, along with its banking details, to its bank or post office. In the event of payment by automatic direct debit, the User does not need to pay the deposit specified in article 13.3.

Article VII. PROTECTION OF PERSONAL DATA

Personal information declared by the User is intended for ONLINE, which is authorized to store it in computer memory, use it, and send it to the corporate entities in its Group, to third party companies, or to sub-contractors (who may operate outside the European Union) exclusively for the requirements of managing the User's Agreement.

Unless the User instructs otherwise, the User may receive offers from ONLINE or its commercial partners by post or by telephone. Unless the User instructs otherwise, it may also receive email for services similar to those proposed by ONLINE.

With the User's express consent, ONLINE may send by email sales information for services which are not similar to those already provided, or may send the User's email address to commercial partners for direct canvassing purposes.

Pursuant to the French Computers and Freedom Law no. 78-17 dated January 6 1978 modified

by French Law no. 2004-801 dated August 6 2004, and subject to other legal measures, the User has the individual right to oppose, access, modify, correct, or delete data concerning it at any time by contacting ONLINE at the following address:
ONLINE – BP438 – 75366 PARIS CEDEX 08 FRANCE

Article VIII. OBLIGATIONS OF ONLINE

ONLINE undertakes to apply the necessary due care and diligence in providing quality Service pursuant to practices in the business and to the state of the art. ONLINE is only subject to an obligation of means.

Pursuant to current legislation, personal information on the User as well as, if applicable, all or part of the data hosted by the User may be transmitted only as required by law (e.g. upon a requisition by judicial authorities.)

Pursuant to the French Computers and Freedom Law no. 78-17 dated January 6 1978, the User has the individual right to access, modify, rectify, and delete data concerning it at any time by contacting ONLINE at the following address:
ONLINE – Personal Data Department – BP438 – 75366 PARIS CEDEX 08 FRANCE

Furthermore, ONLINE undertakes to apply all reasonable appropriate measures in the state of the art to physically protect the Servers hosted on its technical premises, notably by using CCTV and access control.

Article IX. OBLIGATIONS OF THE USER

Section 9.01 Accurate information and identification

The User undertakes to provide accurate address details, identification methods, and banking information to ONLINE and to inform ONLINE of any changes without excessive delay.

Access to the Services is possible only once ONLINE's administrative services have validated the details (first and last name, address, banking details) declared by the User.

In all email, postal, and telephone correspondence with ONLINE, in all change requests concerning Services, and in all information concerning the User or cancellations, the User shall specify its first and last name, Server name, and login to the Account Management Console. For security reasons, ONLINE does not process any incomplete requests.

For basic security reasons, under no circumstances shall the User provide its passwords to third parties, including to ONLINE technical support.

Section 9.02 Updating User information

The User agrees to update its details and banking information following any changes and to inform ONLINE without excessive delay by any appropriate means. Specifically, in the event of automatic direct debit, the User undertakes to update its bank details before the 20th of the current month.

Section 9.03 Compliance with financial obligations and accessing the Account Management Console

The User undertakes to remain up to date with its financial obligations to ONLINE for the duration of the Agreement and to access the Account Management Console on a regular basis in order to view invoices issued as well as information messages concerning the Service.

Section 9.04 Security and installation of updates

It is noted that the User acts as an independent entity and therefore is solely responsible for risks related to all the software and services used and/or hosted on the Server(s).

As a result, in order to preserve the security level of both the Server and the ONLINE technical platform, the User is reminded that it must apply without excessive delay the software updates for which a security fault has been identified by the User and/or the publisher of the aforementioned software and/or ONLINE.

Furthermore, in the event that the Service provided to the User:

- is pirated,
- continues to generate or transmit Spam, despite email notification sent 48 hours in advance,
- has been requisitioned by administrative and/or judicial authorities,

then in order to protect its information system, ONLINE reserves the right to immediately and without warning interrupt the Services provided to the User. Moreover, the User may not claim damages for any resulting loss of data and/or service interruption.

Data traveling over the Internet network can be diverted, and any transmission of confidential information by the User is performed at its own risk.

As part of a remote maintenance service, the User authorizes ONLINE to access the Server made available, or its disk space, and to perform the necessary structural maintenance operations.

Section 9.05 Compliance with current legislation

The User undertakes to comply with current legislation.

The User is reminded that, by virtue of current legislation, ONLINE is not subject to a general obligation to monitor information provided by Users; nevertheless ONLINE may be required to send to the User any notification or complaint it receives concerning the User's actions in using the Services, and to send personal information concerning the User as well as all or part of the data hosted by the User on the Server following a requisition by judicial and/or administrative authorities.

Section 9.06 Personal use of services

The rights and obligations stemming from the Agreement are personal to the User and are non-transferable. In the event of changes to the company name, the User must terminate the Services and subscribe to a new Agreement.

In the event of the death of the User, it is up to the right-holders to terminate the Agreement.

Article X. USE OF LOGIN AND PASSWORD

Section 10.01 Delivery methods

Both the login and password required to access the Account Management Console and for remote administration of the Server are selected by the User during registration.

Section 10.02 Personal and confidential nature

Logins and passwords are personal and confidential. The User is solely responsible for keeping and using them, unless their disclosure is attributable to ONLINE.

The User undertakes to keep its login and passwords secret and not to disclose them to third parties in any manner whatsoever, including to ONLINE Technical Support.

Section 10.03 Loss and theft

In the event of loss, theft, or more generally any misappropriation of the login and password by third parties, the User undertakes to inform ONLINE without excessive delay via Technical Support.

The User must change the password or request a new one via the Site in order to access the Account Management Console.

Section 10.04 Modifications

While executing the Agreement, ONLINE may modify or change some or all of the logins and passwords for regulatory, technical, or security reasons.

The new logins and passwords will be sent to the User without excessive delay.

Article XI. RESPONSIBILITIES

Section 11.01 Responsibilities of ONLINE

ONLINE is responsible for the correct fulfillment of its contractual obligations within the framework of current standards.

However, ONLINE may not be held responsible should the nonperformance or poor execution of the Agreement be attributable either to the User or to force majeure circumstances.

In any event, if the User is not a consumer, under no circumstances may ONLINE be held responsible for more than the amount of the recurrent fixed-price payments made over the previous six months.

ONLINE does not back up the User's data. It is the User's responsibility to take all basic measures required to back up its data in the event of loss or damage of the entrusted data due to human error, whatever the cause. Optional Backup Services are proposed to the User by the Account Management Console.

Section 11.02 Responsibilities of the User

As a Hosting Service Provider under the terms of article 6-I-2 of French Law no. 2004-575 dated June 21 2004, the User is responsible for the correct fulfillment of its contractual obligations.

The User is responsible for the correct use of the Services and undertakes to protect ONLINE from any action or claim instituted by a third party attributable to its actions, notably on the Internet network.

The User is solely responsible for any direct or indirect material or immaterial damages caused to ONLINE by the User or by persons it is responsible for and attributable to the use of the Services; it undertakes to protect ONLINE from any requests, claims, or sentencing that ONLINE may receive, in so far as they are caused by the incorrect use of the Services by the User or by persons it is responsible for.

The User undertakes to avoid misuse of the Server and the Services made available to it.

The User shall be solely responsible for the consequences of any malfunction of the Services resulting from any use of services by third parties, members of its staff, or any person to whom the User has provided its login and password.

Section 11.03 Force majeure or unforeseeable circumstances

The parties are not held responsible or considered to have failed to fulfill their contractual obligations regarding any delay or nonperformance caused by force majeure circumstances as established in the jurisprudence of the *Cour de cassation* (Supreme Court of Appeals).

Force majeure circumstances or unforeseeable circumstances suspend the obligations stemming from the Agreement for the duration of its existence.

Article XII. DURATION – SUSPENSION / TERMINATION OF THE AGREEMENT

Section 12.01 Retraction

In the event of distance selling and pursuant to the French Consumption Code, the User, considered a consumer, has a right of retraction for a 7 day period following the acceptance of the Service offer; it may be provided on unstamped paper by specifying the User's login and password and sent by post to the following address: ONLINE – BP438 – 75366 PARIS CEDEX 08 FRANCE.

Pursuant to the provisions of the French Consumer Code, any User that uses the Services within the 7 day period loses the ability to exercise its right of retraction.

Exercising this right of retraction implies the reimbursement by ONLINE of any amounts debited from the User under the terms of the Agreement.

If this period normally ends on a Saturday, Sunday, a national holiday or a non-working day, the period is extended to the next working day.

Section 12.02 Suspension and termination

ONLINE may suspend or terminate the Services as a matter of right and without notice:

- in the event of a serious or renewed breach by the User of its contractual obligation regarding compliance with current legislation
- in the event of a request by the competent authorities
- in the event of non-compliance with the measures of articles 9.04 and 9.05 of this Agreement
- in the event of default of payment despite the issuance of reminders sent by email which led to the suspension of the Services

In the aforementioned cases, 8 (eight) days after notification sent electronically and/or by registered letter with acknowledgement of receipt, ONLINE may terminate the Agreement without further formality or compensation.

Section 12.03 Duration

The Agreement may be terminated at either the User's or ONLINE's initiative under the terms set forth in this document. The term of the Agreement makes all unpaid amounts by the User payable immediately.

Article XIII. INVOICING AND PAYMENT

Section 13.01 Invoicing methods

All prices of the Services appear on the Site, and are expressed in Euros Ex-VAT and in Euros Including VAT. Amounts contractually due by the User shall be invoiced to the User on a monthly basis.

Section 13.02 Price changes

ONLINE may revise its prices under the terms set forth in article 14.

Article XIV. MODIFICATIONS

The User shall be informed via the Account Management Console of any contractual modification one calendar month before it comes into force.

In the event of disagreement, the User shall be entitled to terminate the Agreement without termination penalties and without the right to damages, 4 (four) months after the modifications come into force.

Article XV. DISAGREEMENTS

In the event of difficulties, the User may contact Technical Support to seek an amicable resolution under the terms set forth in article 4 of this Agreement.

In the event of a dispute or a reimbursement request under this Agreement, the User must send a registered letter with acknowledgement of receipt to the following address:

ONLINE – BP438 – 75366 PARIS CEDEX 08 FRANCE

In order to be binding and taken into account, any dispute or reimbursement request must include supporting documents. ONLINE undertakes to respond to any dispute or reimbursement request within 30 (thirty) business days following the date of receipt.

Article XVI. MISCELLANEOUS

ONLINE reserves the right to immediately apply any new tax or increase to existing tax rates.

ONLINE expressly warns the User of the legal consequences that may result from unlawful activities concerning the content made available to Internet users by the User.

Should any measure of the Agreement be declared null or invalid, in any way and for whatever reason, it shall be deemed unwritten but shall not void the other provisions of the Agreement.

The fact that ONLINE does not claim at a given time any one of these general terms and/or tolerates a breach by the other party of any obligation set forth in these general terms shall not be interpreted as a waiver by ONLINE of its right to subsequently claim any of the aforementioned terms.

This Agreement is governed by French law. Any dispute that may arise between the parties regarding the interpretation and/or execution of this Agreement, and failing amicable agreement, shall be submitted to the exclusive jurisdiction of the court of competent jurisdiction at the Paris Court of Appeals, except for disputes concerning non-merchant entities and for which the legal rules for the determining jurisdiction shall apply.