



TERMS AND CONDITIONS OF SALE

Version dated July 01, 2020

These general terms and conditions of sale (hereinafter the "GTCS") form a contract between Ligne Web Services - LWS, a simplified joint stock company with a capital of 500,000 euros, identified under number 851 993 683 RCS Epinal, whose registered office is located at 2 rue Jules Ferry 88190 Golbey, represented by its manager (hereinafter "LWS"), which operates the websites accessible at the following addresses: "lws.fr", "tophebergement.com", "tophebergement.fr", "hebergeur-discount.com", "a-a-hebergement.com", "mister-hosting.com", "misterhosting.com", "007heberbergement.com", "heberbergementwordpress.fr", "1heberbergement.com" (hereinafter "LWS" or the "Website"), on the one hand, and any individual or legal entity, under private or public law, acting as a private individual or professional, who orders a service from LWS (hereinafter the "Customer" or "You"), on the other hand.

These GTC apply generally to all services provided by LWS (hereinafter referred to as the "Service"), to the exclusion of all other conditions and in particular those of the Customer.

Certain services are also governed cumulatively by special terms and conditions of sale providing for specific obligations on the part of LWS or the Customer (domain name reservation, VPS server rental, website hosting, shared hosting).

The placing of an order implies your full acceptance of these terms and conditions.

The Customer acknowledges that it has verified the suitability of the Service for its needs. LWS cannot be held to any guarantee in this respect. The Customer declares that it has received from LWS all the information and advice necessary for it to enter into this agreement with full knowledge of the facts.

These GTC may be amended by LWS at any time. The latest version of the GTC can be found at the website address followed by "/gcv".

ARTICLE 1: PURPOSE

The purpose of these GTS is to define the terms and conditions, in particular the technical and financial terms and conditions, under which LWS undertakes to provide the Service to the Customer.

ARTICLE 2: LWS' OBLIGATIONS

LWS undertakes to exercise all due care and diligence in providing a quality Service in accordance with the practices of the profession and in accordance with the state of the art. In all cases, and unless otherwise stipulated, LWS is only liable to the Customer for an obligation of means.

LWS shall not be held liable for any malfunction affecting the Internet network or for any reduction or interruption in access to the servers due to any maintenance operations on the latter.

LWS provides free backups of up to twenty (20) GB of total data, including all services included in the customer's package. These are the following packages: Linux VPS, cPanel, shared web hosting (excluding Plesk: no backup). For example, if the customer has twenty (20) GB of mail and twenty (20) GB of Mysql, there will be no free backup. Any total data (web data, mail and databases) over twenty (20) GB will be excluded from the free backup program. The system is a one hundred percent (100%) automatic backup system, with no one hundred percent (100%) guarantee that all data will be backed up, or even that the backup will work. LWS uses its best efforts to make backups, but LWS cannot guarantee that data will be restored.

The Customer is solely responsible for its data. The Customer is therefore strongly advised to make a full backup of its data on a regular basis, other than on LWS servers. It is therefore the Customer's responsibility to take all necessary measures to back up its data in the event of loss or deterioration of the data entrusted to it, regardless of the cause, including any cause not expressly referred to herein.

In no event will LWS be liable for any loss of Customer data, whether total or partial, or for any loss of business or otherwise by the Customer. By way of compensation, only the sums for the current month up to the amount that the Customer has committed to LWS will be reimbursed.



ARTICLE 3: RESPONSIBILITY OF LWS

3.1. LWS shall not be held liable in the following cases:

- If the performance of the contract or of any obligation incumbent upon LWS hereunder is prevented, limited or disturbed by reason of unforeseeable, irresistible events beyond its control, such as, for example, hardware or software failure, fire, explosion, failure of transmission networks, collapse of facilities, epidemic, earthquake, flood, power failure, war, embargo, law, injunction, demand or requirement of any government, strike, boycott withdrawal of telecommunication operator authorization, or other circumstance beyond the reasonable control of LWS (hereinafter a "Force Majeure Event"). In such event, LWS, subject to prompt notification to the Customer, shall be excused from performance of its obligations to the extent of such prevention, limitation or disruption, and the Customer shall likewise be excused from performance of its obligations to the extent only that such performance would also be prevented, limited or disrupted, provided that the party so affected shall use its best efforts to avoid or mitigate such causes of non-performance and that both Parties shall proceed promptly once such causes have ceased or been removed. The party affected by an Event of Force Majeure shall keep the other party regularly informed by e-mail of the prognosis for the removal or reinstatement of such Event of Force Majeure. Should the effects of an Event of Force Majeure last for more than 30 (thirty) days from notification of the Event of Force Majeure to the other party, the contract may be terminated by operation of law at the request of either party, without entitlement to compensation on either side,
- The customer, in particular in the following cases: deterioration of the application, misuse of the terminals by the customer or his customers, fault, negligence, omission or default on his part, failure to follow the advice given, disclosure or unlawful use of the password given to the customer in confidence,
- Negligence or omission of a third party over whom LWS has no power of control or supervision,
- Request for temporary or definitive interruption of the Service from a competent administrative or judicial authority, or notification from a third party within the meaning of article 6 of the French law for confidence in the digital economy of June 21, 2004 (hereinafter the "LCEN"),
- Partial or total destruction of information transmitted or stored as a result of errors attributable directly or indirectly to the Customer.

3.2. The compensation payable by LWS in the event of a failure of the Service resulting from a fault established against it shall correspond to the direct, personal and certain prejudice linked to the failure in question, to the express exclusion of any indirect prejudice such as, in particular, commercial prejudice, loss of orders, damage to brand image, any commercial disturbance whatsoever, loss of data, loss of profits or customers (for example, untimely disclosure of confidential information concerning them as a result of system malfunction or hacking, action by a third party against the Customer, etc.).

3.3. In any event, the amount of damages for which LWS may be held liable shall be limited to the amount of the sums actually paid by the Customer to LWS for the period in question or invoiced to the Customer by LWS or to the amount of the sums corresponding to the price of the Service, for the part of the Service for which LWS has been held liable. The lower of these amounts will be taken into consideration.

In the case of a free offer, this amount will automatically be limited to five (05) euros inclusive of tax. Any liability action brought by the Customer against LWS must be brought within a maximum period of twelve (12) months from the event giving rise to the damage. After this period, no action may be brought against LWS.

3.4. The Customer undertakes to seek LWS's contractual liability only in the event of a serious and proven breach of one of its material obligations, with a view to seeking compensation for direct loss. In no event will LWS be liable for any indirect or consequential loss or damage whatsoever suffered by the Customer, including, without limitation, any financial or commercial loss, loss of profits or loss of data, even if the Service Provider has been advised of the possibility of such loss or damage.

In any event, in the event of non-performance by LWS of one of its essential obligations, its liability shall be limited to the foreseeable loss up to a maximum of five thousand (5,000) Euros.

3.5. The Customer acknowledges that nothing contained herein shall relieve the Customer of the obligation to pay all amounts due to LWS in respect of the Services performed.



ARTICLE 4: CUSTOMER OBLIGATIONS AND LIABILITY

4.1. The Customer declares that he/she has the necessary power, authority and capacity to enter into and perform the obligations hereunder.

The Customer undertakes to provide LWS with accurate and up-to-date bank details and information when creating a customer account and whenever the account is modified.

The Customer undertakes to inform LWS within forty-eight (48) hours of any change in its situation, and within twenty-four (24) hours of any loss of passwords.

The Customer acknowledges that it uses the Services under its own and sole responsibility. The Customer affirms that it will not use the Services in violation of applicable laws and regulations.

The Customer undertakes to comply with all legal and regulatory requirements in force, and in particular those relating to data processing, files, freedoms and intellectual property, as well as the rights of third parties. In particular, the Customer undertakes to declare any processing of personal data to the Commission Nationale de l'Informatique et des Libertés (C.N.I.L.).

The customer undertakes to comply with the texts applicable to the Internet and to the distribution of content. He undertakes to check whether his broadcasts are legally authorized [Legal information on websites]. Among others: respect for public order, decency, youth, pimping, games and lotteries, consumer protection, discrimination, personal protection, etc. In any event, LWS shall not be held liable for any publication that does not comply with the applicable texts and shall be entitled in such case to interrupt the services offered.

The customer's web space may only be used for the operation of a conventional website. The use of web space for online backups, as a mass storage/memory file or to provide mass downloads is prohibited. The Customer undertakes to ensure that the design and consultation of its Website does not place an exceptional load on the servers, e.g. by means of CGI scripts, which require significant computing capacity or memory space. LWS is entitled to unilaterally delete Web pages that do not comply with these requirements. LWS will promptly notify the Customer of any such decision.

The Customer agrees not to illegally host, offer or distribute works, objects, files or data protected by copyright or related rights. The use of so-called "peer-to-peer" servers or download platforms, streaming or any other act by which works, objects, files or data protected by copyright or related rights may be made available to third parties and shared illegally is also prohibited. The implementation and provision of hypertext links leading to sites offering peer-to-peer downloading, downloading or streaming services, or any other act by which works, objects, files or data protected by copyright or related rights could be made available to third parties and shared in an illicit manner, is also prohibited. In the event that the Customer fails to comply with its obligations under this paragraph, LWS reserves the right to block access to the Web space or to disconnect the server from the network, to suspend its services without further notice and, if necessary, to terminate this Agreement.

The Customer further undertakes to take out all necessary insurance with a reputable and solvent organization to cover any damage that may be attributable to it in connection with this contract or its performance. The Customer declares that it fully accepts all legal obligations arising from the performance of its services with respect to third parties, and that LWS cannot be sought or held liable in this respect for any reason whatsoever, in particular in the event of violation of laws or regulations applicable to the Customer's services.

When contacting LWS, the Customer undertakes to clearly formulate its request in accordance with the usual rules.

4.2. The Customer undertakes to pay directly to the claimant any sum that the claimant may demand from LWS. In addition, the Customer undertakes to intervene at the request of LWS in any proceedings instituted against the latter and to indemnify LWS against any and all judgments that may be rendered against it in such proceedings, on whatever basis, as well as the legal fees incurred by LWS.

Consequently, the Customer undertakes to deal personally with any claim and/or proceedings, whatever their form, purpose or nature, which may be brought against LWS and which relate to the Customer's obligations under this Agreement.



4.3. The Customer shall reimburse LWS for any fees charged by the "Registrar" for the modification of its personal data.

4.4. 4.4. The Customer is responsible for the regular management of his or her email account on his or her LWS account. It is mandatory to check emails at least every four weeks, i.e. every twenty-eight days, to avoid deactivation of the email box. If you fail to do so, your mailbox will be deactivated, meaning that it will no longer be able to receive new e-mails. However, emails received prior to deactivation will be retained. Reactivation of the mailbox takes place instantly as soon as the Customer logs in.

If the maximum email storage allowed by the applicable tariff is exceeded, LWS reserves the right to return personal messages intended for the Customer to the sender. After a period of 80 (eighty) days, messages are automatically deleted.

4.5. The Customer is required to make backups whenever it or one of its delegates has made a data modification on the LWS Web servers. This backup must be recorded on a medium other than said server. In particular, the Customer must back up all data before LWS performs any work and before installing any hardware or programs supplied by LWS. The Customer is always obliged to test any tool or program supplied to check its conformity, absence of defects and compatibility with its environment before actually using it. These obligations also apply to programs delivered to the Customer as part of LWS's warranty and maintenance services. The Customer expressly acknowledges that it is aware that even minor modifications to the programs may render the entire system unusable.

4.6. Failure by the Customer to comply with the points set forth above and the points set forth in the Special Conditions, and in particular the performance by the Customer of any activity that may give rise to civil and/or criminal liability, will entitle LWS to immediately disconnect and/or interrupt the Customer's services without prior notice and to terminate the Agreement immediately and by operation of law, without prejudice to the right to any damages to which LWS may be entitled.

ARTICLE 5: TECHNICAL SUPPORT

LWS provides the Customer with Level 1 technical support:

- From your customer area,
- Or by telephone at the telephone numbers indicated on the Website.

The customer also has the option of subscribing to Level 2 or Level 3 paid technical support services.

Level 1 - Assistance: LWS undertakes to inform the Customer of the progress of his order. LWS undertakes to check that the features of the Service are working properly. LWS undertakes to remedy any malfunctions for which it is solely responsible. LWS offers documentary resources available directly from its customer area. LWS also provides the Customer with a ticket system. One (1) ticket is equivalent to one (1) malfunction per calendar month, which LWS shall resolve as quickly as possible.

Level 2 - On-call : LWS provides the Customer with a paid fifteen (15) minute "Astreinte" option in which LWS undertakes to call the Customer back as quickly as possible on working days, excluding public holidays, to resolve the problem within the limits of LWS's expertise. The price of the "Astreinte" option is set out in LWS's pricing conditions.

Level 3 - Teleassistance: LWS provides the Customer with a paid fifteen (15) minute Teleassistance option in which LWS undertakes to call the Customer back as soon as possible, on working days, excluding public holidays, in order to intervene on the Customer's workstation to resolve the problem within the limits of LWS's expertise. The price of the "Teleassistance" option is set out in the LWS pricing conditions.

ARTICLE 6: PERFORMANCE, RATE AND PAYMENT

6.1. Customer account creation

To order a Service from LWS, the Customer must create a customer account containing accurate and up-to-date contact and/or banking information. LWS reserves the right to verify the Customer's details before validating the activation of its account, in particular by requesting a photocopy of the Customer's identity document or by sending a code by SMS requesting confirmation of the information transmitted.



Access to the Customer Account is provided by means of an identifier and a confidential code (password) enabling the Customer to identify himself to LWS and directly carry out various operations (new domain name registration applications, technical interventions on domain names already registered, management of the hosting account, etc.).

Any instruction received by LWS that includes the Customer's login and password is deemed to have been made personally by the Customer. LWS shall not be held liable for any fraudulent use of these identifiers.

The Customer is solely responsible for the management of its login and password(s) required to use the Service. LWS declines all responsibility for any illicit or fraudulent use of the Customer's login and password(s). IDs and passwords are provided on a confidential basis. Any suspected disclosure, whether intentional or unintentional, of logins and/or passwords provided by LWS shall be the sole responsibility of the Customer to the exclusion of LWS. In the event of a request by the Customer to change the password, LWS will invoice the Customer for the time spent on this operation. The Customer shall be solely liable for any damages and consequences resulting from any malfunction of the Service caused by any use thereof by members of its staff or by any person to whom the Customer has provided its password(s). Likewise, the Customer alone shall bear the consequences of the loss or disclosure of the aforementioned password(s).

In the event of loss or theft of the login and/or password, the Customer must inform LWS without delay so that the password can be changed.

6.2. Order confirmation

LWS acknowledges receipt of the Customer's order and payment by e-mail without delay and informs the Customer of the implementation of the Service ordered under the conditions described below.

6.3. Order execution

The Service is made available after activation of the Customer's account by LWS under the conditions described in Article 6.1 and within a maximum period of seven (7) days from effective payment of the purchase order by the Customer. Payment is effective when the sums corresponding to the Service are credited to LWS's account.

Once this period has elapsed and if LWS fails to make the Service available without justification, the Customer is entitled to request cancellation of the transaction and reimbursement of the sums already paid.

6.4. Rates

The current rates for the various services offered by LWS are available online on the Website. The services ordered are mentioned on the order form; they include all taxes at the rate of twenty percent (20%) (unless otherwise specified) and are payable in euros.

Please note that the VAT rate applicable to the services ordered by the Customer may be different, depending on the location of the taxable operation. The prices of the services ordered by the Customer appear, inclusive of all taxes at the rate applicable to the Customer's domicile or place of business, in the order summary and on the invoice.

LWS reserves the right to modify its prices at any time (in particular according to any variations imposed by registrars or currency parities), subject to informing the Customer by e-mail or by an online warning on the Website, at least one (1) month in advance. In this case, the Customer will have a period of one (1) month from the date of such notification to terminate the present contract without penalty. Failing this, the Customer will be deemed to have accepted the new rates. Rate changes will apply to all contracts, and in particular to those in progress.

LWS reserves the right to pass on, without delay, any new tax or any increase in the rate of existing taxes.

Services provided by LWS are payable upon order. The Customer is solely responsible for payment of all sums due under the LWS services contract. By express agreement and unless postponement is requested in a timely manner and granted by LWS in a specific and written manner, total or partial non-payment by the due date of any sum due under the contract will automatically and without prior notice result in :

- Immediate payment of all sums remaining due by the Customer under the contract, regardless of the method of payment,
- Suspension of all services in progress, whatever their nature, without prejudice to LWS's right to terminate the contract,
- The impossibility of taking out new services or renewing existing services,
- The application of a late payment interest rate equal to three times the legal interest rate in force in France.



Any disagreement concerning invoicing and the nature of the services must be expressed by registered post with acknowledgement of receipt, within one (1) month of the issue of the order form.

In the event that LWS incurs expenses, LWS will inform the Customer and provide the Customer with the relevant receipts and invoice. The Customer must then pay the amount due in euros.

6.5. Billing and payment

The Customer expressly agrees that the invoice covering the Services may be sent to it electronically. If desired, the Customer may contact LWS customer service to receive a paper invoice. A copy may be printed by the Customer on the LWS Web Site in a secure session.

Payment is made online by credit card when the contract is concluded, or by monthly direct debit from the customer's bank account in the case of a subscription.

If, when ordering goods and/or services, the Customer opts for payment by credit card or by monthly direct debit from a bank account, he/she will provide LWS with a certain amount of information relating to his/her credit card or bank account and undertakes to update this information after any change.

The customer may pay by cheque, provided the cheque is drawn on a French bank. The customer may also pay by Western Union, Mandat Cash, Mandat Administratif or Mandat International.

The electronic credit card payment system, which is characterized by the generation of a unique card number for each banking transaction carried out on the Internet network, cannot be used for payment by automatic renewal of the Services.

It is the customer's responsibility to choose the method of payment best suited to the service ordered and its lead time.

LWS is entitled to activate a domain name only after payment of the amounts due for the registration (registration fees and LWS fees).

6.6. Late payment and non-payment

In the event of late payment, LWS shall be entitled to demand payment of interest at the legal rate or, at its option, a late payment surcharge equal to one and a half times (1.5 times) the legal interest rate, for each month of delay from the date on which the sums payable under this article are due.

Similarly, in the event of late payment for an Internet hosting service, LWS shall be entitled to suspend the Customer's hosting without delay.

If the Customer's formal notice remains without effect, LWS may at any time assign its claim to a factoring company, in which case payment shall be made to the account mentioned on the invoice drawn up by the latter. In this case, LWS will invoice the Customer the fixed sum of fifteen (15) Euros for administrative costs incurred for collection purposes.

In principle, the Customer pays for goods or services when the order is placed. As an exception, the monthly fees referred to in the tariffs are payable according to the "Pack" chosen. In matters of price, any special agreement in writing between LWS and the Customer shall prevail. The billing status will be available to the Customer in its Click on "Customer Area".

Receipt of an unpaid notice by LWS concerning the Service subscribed to by the Customer will result in the complete suspension of the unpaid service.

Upon receipt of the notice of non-payment, LWS will notify the Customer by e-mail. The Customer then has seven (7) days to regularize payment.

In order to regularize the situation, the Customer will have to pay by bank transfer only an estimate corresponding to the amount of the unpaid invoices as well as a lump sum corresponding to the processing costs.

The seven (7) day period may exceptionally be extended by seven (7) days, at the sole discretion of LWS, at the reasoned request of the Customer.

In the absence of payment within the allotted time, the unpaid Service will be suspended and the Customer account will be deactivated.

The Customer may then rectify the situation at any time, but LWS cannot guarantee data retention or the possibility of reactivating the unpaid Service.



6.7. Duration

The duration of the Service is that stipulated in the order. The data will be deleted at the end of the Service. LWS undertakes to send at least one (1) reminder by e-mail before the Service expires. Any action by the Customer against LWS, for any reason whatsoever, will automatically result in the suspension of the Service and the immediate termination of the contract, without any right to compensation of any kind whatsoever in favor of the Customer.

LWS is entitled to release the domain name upon the expiration of the Agreement. All rights of the Customer to the domain name will expire at the latest at the time of the release of the domain name and the data will be deleted.

6.8. Service renewal

LWS will notify the Customer by means of e-mails sent to the Customer's contact (e-mail address to be kept up to date, under the Customer's responsibility) prior to the expiration date, of the obligation to pay the price for the renewal of the Service, where this is possible.

Any failure to pay or irregular payment, i.e., in particular, of an erroneous amount, or incomplete, or not including the required references, or made by a means or procedure not accepted by LWS, will be purely and simply ignored and will cause LWS to reject the application for registration or renewal.

In the case of a renewal paid for by check, it is the Customer's responsibility to request the renewal with sufficient notice so that the check is actually received and processed by LWS before the Service expires.

Services subscribed to by direct debit are tacitly renewed, provided that the payment method provided by the customer allows this. In accordance with French legislation and the tacit renewal principle, the customer is informed of the renewal and of the direct debit that will take place. The customer can renew or stop/terminate services at any time, without prior notice, via the customer area.

LWS shall not be held liable in the event of non-renewal of a service following a payment not honored or not regularized by the Customer.

The Customer is expressly informed and accepts that in the event of non-compliance with the foregoing provisions, the Service will be immediately suspended on its expiration date. At the end of this period, all data will be deleted by LWS.

LWS will not retain any data beyond this period. It is therefore the Customer's responsibility to make all necessary backups.

6.9. Satisfied or your money back

This "money back guarantee" may only be used once by the Customer, regardless of the type of goods and services subscribed to, it being specified that any optional services subscribed to by the Customer or any prepaid domain name registration are expressly excluded. The Customer may terminate the contract within the first thirty (30) days free of charge and without giving any reason in the LWS Control Panel.

Customers may not benefit from the "satisfied or reimbursed" guarantee if their contract involves a time commitment, unless this is expressly provided for in the terms and conditions of the offer.

ARTICLE 7: TERMINATION, LIMITATION AND SUSPENSION OF SERVICE

7.1. The contract is automatically terminated on expiry. It may be renewed from the Internet site, subject to payment by the customer of the corresponding price, under the conditions set out in article 6.

7.2. Either party may terminate the contract automatically and without compensation in the event of Force Majeure lasting more than 30 (thirty) consecutive days.

7.3. The Customer is free to terminate the contract before the expiry date by giving a minimum of fifteen (15) days' notice and notifying its decision to terminate the contract by registered letter with acknowledgement of receipt sent to the following address: LWS - 2 rue Jules Ferry 88190 Golbey. The Customer shall not be entitled to any reimbursement by LWS of sums already paid.



7.4. In all other cases of breach by one of the Parties of any of its obligations under the contract not remedied within a period of seven (7) days from either an e-mail sent by the complaining Party notifying the breaches in question, or any other authentic form of notification sent by the said Party, the contract will be terminated ipso jure, without prejudice to any damages that may be claimed from the defaulting Party. The date of notification of the letter containing the breaches in question will be the date of the postmark on the first presentation of the letter.

7.5. LWS reserves the right to interrupt the Customer's Service if such Service constitutes a danger to the continued security or stability of the LWS hosting platform. Where possible, LWS will inform the Customer in advance.

If necessary, LWS reserves the right to interrupt the service in order to carry out a technical intervention, to improve its operation or for any maintenance operation. These interventions are not included in the availability rate displayed on the Website.

ARTICLE 8: OPERATING CONDITIONS

The Customer hereby acknowledges that fluctuations in bandwidth and the vagaries of the Internet network are unforeseeable technical factors that may lead to discontinuity in the services offered by LWS, without giving rise to any reimbursement or compensation to the Customer.

Furthermore, the service may be restricted, limited or suspended by LWS :

- If it appears that the Customer is using the services provided to him for any activity whatsoever that does not comply with the applicable laws and regulations and/or the present General Terms and Conditions and/or the Special Terms and Conditions,
- If LWS receives a notice to this effect from a competent administrative, arbitral or judicial authority, in accordance with the appropriate applicable laws, or from a third party, if the character reported appears to be unlawful or of such a nature as to engage the liability of LWS,
- If the contact details indicated in the customer account appear to be false, inaccurate or out of date.

ARTICLE 9: CONFORMITY OF SERVICE

The Customer acknowledges that it has verified the suitability of the Service for its needs and that it has received from LWS all the information and advice necessary for it to enter into this agreement with full knowledge of the facts.

LWS reserves the right to monitor compliance with the Terms of Service.

ARTICLE 10: TOLERANCE

The fact that LWS does not at any time invoke any provision of these GTS and/or tolerates a breach by the Customer of any of the obligations referred to in these GTS shall not be construed as a waiver by LWS of its right to invoke any of said provisions or obligations at a later date.

ARTICLE 11: PERSONAL DATA

LWS seeks to ensure the highest level of data confidentiality when offering its variety of quality products and services to any natural person or legal entity, under private or public law, acting as a private individual or professional, who orders a service from LWS.

LWS informs the Customer that the personal data it communicates to LWS as part of the Service is recorded, in compliance with the General Data Protection Regulation (RGPD), of May 25, 2018. The processing of LWS customers' personal data has been declared to the Commission Nationale de l'Informatique et des Libertés, in accordance with the provisions of law no. 78-17 of January 6, 1978, amended by the law of August 6, 2004.

In accordance with the French Data Protection Act of January 6, 1978, the customer has the right to access, rectify, modify or delete any personal data concerning him or her, if such data is inaccurate, incomplete, ambiguous or out of date.

The Customer also has the right to object, for legitimate reasons, to the processing of personal data concerning him or her. However, such opposition will make it impossible for LWS to use the Website and, in particular, to perform the Service.



The Customer may exercise these rights by sending a letter with proof of identity to the following address: LWS, 2 rue Jules Ferry 88190 Golbey, France, or by e-mail to rgpd@lws.fr.

The Customer accepts the Special Conditions of Sale concerning the Privacy Policy which forms an integral part of the LWS General Conditions of Sale.

The data transmitted by the Customer is retained during the performance of the Service until the Customer Account is closed. LWS prohibits any disclosure to third parties and any resale of the Customer's personal data, unless otherwise stipulated in the Special Terms and Conditions. Only LWS subsidiaries may access such data.

The data transmitted by the Customer is kept for the legal time required to establish proof. LWS prohibits any disclosure or resale of the Customer's personal data, subject to any provisions to the contrary in the Special Terms and Conditions. The Customer also acknowledges that LWS may be required to disclose its information at the request of administrative, regulatory or judicial authorities.

The European Union's General Data Protection Regulation (GDPR) came into force on May 25, 2018. It aims to regulate data processing uniformly across Europe.

LWS complies with these regulations. The Customer is responsible for complying with these regulations, which are specified in the Special Conditions.

LWS informs the Customer that the protection of personal data cannot be total in an open network such as the Internet. In particular, other Internet users may be able to disrupt the security of the network and control certain exchanges of information. The customer is solely responsible for his or her own data, as well as for data transmitted via the Internet and stored on Web servers.

ARTICLE 12: RIGHT OF WITHDRAWAL

The Customer, when he is a consumer within the meaning of French law, is expressly advised that he has, by application of the Hamon law, a period of fourteen (14) clear days to exercise his right of withdrawal from LWS concerning the provision of the Services.

Within this period, a full refund of the sums incurred may be made by LWS to the customer.

The Customer will be reimbursed by credit card or paypal within fourteen (14) days of receipt of the request. The request must be made by post, accompanied by a copy of the account holder's identity document, or by e-mail from the Customer area where the service being requested is managed.

Contracts for the supply of goods made to measure or clearly personalized at the customer's request are excluded from the right of withdrawal. Certain conditions apply to contracts for the supply of software, for which the right of withdrawal can only be exercised if the product has not yet been "unsealed", i.e. if the packaging has remained intact, and to contracts for the provision of services which can only be interrupted if performance has not yet begun (e.g. domain name reservation).

The Customer expressly acknowledges that he may not exercise his right of withdrawal on the registration of the domain name ordered. This right cannot be exercised by the Customer when renewing the registration.

The customer expressly agrees that performance of the service provided by LWS shall commence upon validation of full payment. Services whose performance has begun, with the consumer's agreement, before the end of the withdrawal period, are excluded from the right of withdrawal.

ARTICLE 13: MODIFICATION

The online GTC and special conditions take precedence over the printed GTC and special conditions.

The Parties agree that LWS may, as of right, modify its Service without any further formality other than informing the Customer by means of an online warning and/or including its modifications in the online GTC.

In this case, the Customer may, in derogation of article 7, cancel the contract within 30 (thirty) days of the entry into force of these modifications.



ARTICLE 14: GENERAL PROVISIONS

14.1. Divisibility

The nullity of any clause of the GTS, in particular in application of a law, regulation or following a decision of a competent Court having the force of res judicata, shall not entail the nullity of the other clauses of the GTS, which shall retain their full effect and scope. In such a case, the Parties shall, insofar as possible, replace the invalidated provision with a valid provision corresponding to the spirit and purpose of the GCS.

14.2. Titles

The headings of the articles in the GTC are for ease of reference only and do not in themselves have any contractual value or particular meaning.

14.3. Special conditions and appendices

The special terms and conditions and any appendices are incorporated by reference into the GTCS and are inseparable from said GTCS. All documents incorporated into the present contract by reference may be consulted by the Customer at the addresses indicated on the Website. These documents are subject to modification or change.

14.4. Communications

For any exchange of information by electronic mail, the date and time of the LWS server will be deemed authentic between the Parties. This information will be retained by LWS for the duration of the contractual relationship.

All notifications, communications and formal notices provided for in the GCS shall be deemed to have been validly delivered if sent by registered letter with acknowledgement of receipt to :

- For LWS: 2 rue Jules Ferry 88190 Golbey,
- For the Customer: at the postal and/or e-mail address provided to LWS.

14.5. Advertising and promotion

LWS may use the services provided to the Customer in advertising, events, conferences and publications specializing in professional markets, as well as on its commercial documents and/or brochure.

ARTICLE 15: JURISDICTION

In the event of a dispute with a customer who is not considered a consumer within the meaning of the French Consumer Code, the Tribunal de Commerce de Epinal (France) shall have express and exclusive jurisdiction, notwithstanding plurality of defendants or the introduction of third parties, including for emergency or protective measures in summary proceedings or by petition.

ARTICLE 16: APPLICABLE LAW

The customer undertakes to comply with current French and international laws throughout the life of the contract.

This contract is governed by French law. This applies to both substantive and formal rules, to the exclusion of, on the one hand, the rules of conflict provided for by French law, and on the other hand, the provisions of French law which would be contrary to this Contract.

Any dispute arising in connection with this contract, its conclusion, performance or termination shall be governed by French law.

The mere fact of booking online shall constitute full acceptance of these GTC. These conditions apply to all sales sites managed by LWS.