

## TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale (hereinafter the "GTCS") form a contract between LIGNE WEB SERVICES, a limited liability company with capital of 1,000,000 euros, registered under number 450 453 881 RCS Paris, whose registered office is located at 4 Rue Galvani 75838 Paris - Cedex 17, 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", "007hebergement.com", "hebergementwordpress.fr" (hereinafter 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 are generally applicable to all services provided by LWS (hereinafter the "Service"), to the exclusion of all other terms and conditions, 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 General Terms and Conditions can be found at the website address followed by "/cgv".

### 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 does not perform any specific back-up of hosted data. It is therefore the Customer's responsibility to take all necessary measures to safeguard 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.

### 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 on LWS hereunder is prevented, limited or disrupted due to unforeseeable, irresistible events beyond its control, such as, for example, hardware or software failure, fire, explosion, transmission network failure, collapse of facilities, epidemic, earthquake, flood, power failure, war, embargo, law, injunction, demand or requirement of any government, strike, boycott withdrawal of authorization of the telecommunications operator, or other circumstance beyond the reasonable control of LWS (hereinafter a "Force Majeure Event"). In such event, LWS shall, subject to prompt notification to the Customer, be excused from performance of its obligations to the extent of such impediment,

limitation or disruption, and the Customer will likewise be relieved of the performance of his obligations solely in the

to the extent that such performance would also be prevented, limited or disturbed, provided that the party so affected shall use its best efforts to avoid or remedy 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. If the effects of a Force Majeure should last for more than 30 days from the date of notification of the 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;

- caused by the Customer, in particular in the following cases: deterioration of the application, misuse of the terminals by the Customer or its customers, fault, negligence, omission or failure on its part, failure to comply with the terms and conditions of use of the terminals, or failure to comply with the terms and conditions of use of the terminals.

advice given, disclosure or illicit use of the password given confidentially to the Customer ;

- 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 portion of the Service for which LWS has been held liable. The lower of these amounts will be taken into consideration.

**3.4.** 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**

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 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 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.

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.

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.

The Customer undertakes to inform LWS within 48 hours of any change in its situation, and within 24 hours of any loss of passwords.

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

## **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. 1 (one) ticket is equivalent to 1 (one) malfunction per calendar month which LWS shall resolve as soon as possible.

**Level 2 - On-call :** LWS provides the Customer with a paid 15 (fifteen) 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 15 (fifteen) minute Teleassistance option for 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 containing the Customer's login and password is deemed to have been made personally by the Customer. LWS shall not be 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 of 7 (seven) 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 20% (unless otherwise indicated) and are payable in euros.

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 1 (one) month in advance. In this case, the Customer will have 1 (one) 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, including 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 :

- the immediate payment of all sums remaining due by the Customer under the contract, whatever 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 letter with acknowledgement of receipt, within 1 (one) month of the issue of the purchase order.

In the event that LWS incurs costs, 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.

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.

## **6.6. Unpaid**

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 notifies the Customer by e-mail. The Customer then has 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 7-day period may exceptionally be extended by 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 (1) one 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 Agreement, without any right to compensation of any kind whatsoever in favor of the Customer.

## **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 lead time so that the check is actually received and processed by LWS before the Service expires.

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.

## **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 notice of 15 (fifteen) days and notifying his decision to terminate the contract by registered letter with acknowledgement of receipt sent to the following address

LWS - 4 Rue Galvani 75838 Paris - Cedex 17. 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 7 (seven) 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 which 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 result in 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 for any activity whatsoever that does not comply with the applicable laws and regulations and/or these GTC and/or the applicable special conditions;
- if LWS receives a notice to this effect notified by a competent administrative, arbitral or judicial authority, in accordance with the appropriate applicable laws, or by a third party, and in particular in accordance with the LCEN ;
- if the contact details indicated in the customer account appear to be false, inaccurate or out of date.

## **ARTICLE 9: SERVICE COMPLIANCE**

LWS reserves the right to monitor the Customer's compliance with the terms and conditions of use of the Service at any time.

## **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 informs the Customer that the personal data it communicates to LWS as part of the Service is recorded. The processing of the personal data of LWS customers 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.

At any time, you have the right to access, rectify, modify and delete any personal data concerning you that is inaccurate, incomplete, ambiguous or out of date.

You also have the right to object, on legitimate grounds, to your personal data being processed. However, such opposition will make it impossible for LWS to use the Web Site and, in particular, to perform the Service.

You may exercise these rights by sending a letter with proof of identity to the following address: LWS, 4 rue Galvani, 75838 Paris - Cedex 17.

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.

## **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 "Hosting" 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 cb or paypal within 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 agrees that performance of the service provided by LWS shall commence upon validation of full payment. Services whose execution 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.

## **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, as far as possible, replace the invalidated provision by 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: 4 Rue Galvani 75838 Paris - Cedex 17,
- 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 CONSUMER CODE, THE COMMERCIAL COURT OF PARIS (FRANCE) SHALL HAVE EXCLUSIVE JURISDICTION, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR THIRD-PARTY CLAIMS, INCLUDING FOR EMERGENCY MEASURES, PROTECTIVE MEASURES IN CHAMBERS OR ON PETITION.

#### **ARTICLE 16: APPLICABLE LAW**

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.

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