TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE – ALL SERVICES

Article 1. Definitions

Price list : A list defining the price of the various Services supplied by the Service Provider.
Order form / Order: An accepted estimate or any other document ordering a Service supplied by the Service Provider.
Specifications: The Client's description of his or her needs and of the scope of the Service required from the Service Provider.
Client: The individual or legal entity having signed the Order form. Unless otherwise specified, the Client is deemed to be the sole beneficiary of the Service supplied, with the exception of the Client's subsidiaries, distributors, franchise holders or partners.
Documentation: The paper documents or electronic files relating to the use of the Software Package and the Software.
Software: An application developed specially for the Client.
Service Provider: CYIM.
Software Package: A standard IT application supplied by the Service Provider.
Service: The service carried out by the Service Provider.
Web site: A structured set of pages linked together by hypertext links and consisting of text, illustrations, photographs, and audio or video sequences in standard formats.

Article 2. Objet Purpose – Acceptance – Order of precedence

The purpose of the Terms and Conditions herein is to determine the conditions applicable to the sale and use of the various Services supplied by the Service Provider.
The terms and conditions applicable to each particular Service shall be described under separate terms and conditions.
The Client hereby acknowledges having read and accepted the terms and conditions without reservation. These terms and conditions shall prevail over any terms and conditions of purchase or any other written or oral communication between the parties prior to the Order.
The Services are supplied by the Service Provider in accordance with the following documents, binding in descending order of precedence:
 1. The Terms and Conditions of Sale for All Services herein;
 2. The Terms and Conditions of Sale applicable to each specific Service;
 3. The Order Form.
Should any discrepancy arise between provisions contained in any of the documents listed above, the provisions contained in the binding document immediately above by order of precedence shall prevail. The binding documents listed lower by order of precedence may provide further clarification or additions to the Terms and Conditions herein and may contain exceptions thereto if expressly mentioned in writing.

Article 3. Language

The Terms and Conditions of Sale for all Services and the Terms and Conditions of Sale for each specific Service are drafted in French and in English.
In the event of litigation, the French text shall prevail.

Article 4. Term of the agreement

The agreement between the Service Provider and the Client shall be concluded for a fixed term specified under the conditions applicable to each Service or, failing such conditions, in the Order form. The agreement shall be binding as from the date on which the Order form is signed.

The Order form may expressly specify a term which may differ from that specified under the Terms and Conditions of Sale for each Service.

Article 5. Price

The price of the Services supplied shall be determined by the Service Provider's Price List, or, failing such a List, in the Order form. Services are supplied on the basis of a written estimate. Services are billed on an hourly basis or at a set rate per Service.
The prices indicated in the Price List, the hourly labor charge, and any other charges determined in the Order Form, shall be updated annually on the basis of the SYNTEC index, according to the following formula:
$P = Po \times S / So$.
P = revised price.
Po = initial price in the case of the first revision, then the revised price in subsequent revisions.
S = latest SYNTEC index published at the date on which the charge is revised.
So = SYNTEC index value at the date on which the agreement was signed in the case of the first revision, then the SYNTEC index value on the date of the previous revision for subsequent revisions.
Should the SYNTEC index no longer be maintained, the parties here to shall refer to any equivalent index.
The price of the Service or Services supplied by the Service Provider is detailed on the Order Form.

Article 6. Financial conditions

Orders for Services are deemed firm once the Order Form has been signed or once the Client has clicked on an online Order confirmation. The Client may be requested by the Service Provider to make a down payment on signing the Order Form.
Bills are due thirty (30) calendar days from the date of issue. No discount shall be remitted for early payment. The Service Provider may waive this provision on the Order Form or by a rider to the agreement, but payment shall in any event be due within forty five (45) calendar days of the date of issue of the bill.
Unless otherwise specified, any sums remaining unpaid on the due date shall bear interest for late payment at the legal rate applicable at that date plus five (5) percentage points. Should payment not be made by the due date, the Service Provider reserves the right to suspend provision of the Service as specified under the article hereafter entitled "Suspension of Services" or to apply the "Termination for default" clause.

Article 7. Means of payment

The Client may use one of the two following means of payment, at the Client's discretion:
- Bank transfer;
- Post office or banker's check.

Bills will be sent to the Client by Postal mail.

Electronic bills may also be sent at the Client's request. The Client acknowledges having been informed of the conditions of storage of electronic bills and is wholly responsible for choosing the means of storage used.

Article 8.   Cooperation between the parties

The parties hereby acknowledge that the execution of the agreement requires their full mutual cooperation.
Should any problem arise during performance of the Service, each party shall be bound to a reasonable degree of mutual cooperation and thereby undertakes to notify the other party of the problem as soon as possible and to discuss the best means of resolving the problem in the shortest possible time.

Article 9.   Client's obligations

The Client is responsible for protecting the data collected and stored by the Service Provider. The Client shall be responsible for saving all data and information liable to be affected when copied by the Service Provider.
The Client undertakes to cooperate fully and regularly with the Service Provider. The Client shall, in particular:
-        make every effort to facilitate the work of the Service Provider, in particular through timely contact and by detailed consideration of the Service Provider's recommendations with a view to dealing with any unexpected situations or requiring decisions;
-        supply the Service Provider with all the relevant information needed for the timely performance of the services.
The Client is responsible for the selection, relevance and quality of the information, data, documents and instructions supplied to the Service Provider under the Order.
The Client shall not use any Service supplied by the Service Provider to undertake any actions prohibited by law or contrary to common decency.
The Client is entirely liable for the choice of information provided to her or his own clients via the Services supplied by the Service Provider. The Client shall not use such Services to take on another's identity, nor to publish defamatory or abusive messages or any message otherwise contravening the law.

Article 10.   Scope of Service Provider's obligations

The Service Provider shall ensure best effort delivery for all the services and tasks defined hereunder as relating to the Order.

Article 11.   Suspension of Services

The Service Provider may from time to time temporarily suspend access to the Services supplied hereunder, for the purpose of technical maintenance. The Service Provider undertakes to give the Client sufficient warning thereof.
The Service Provider also reserves the right to suspend the performance of its obligations hereunder in the following circumstances:
 - force majeure;
 - any event liable to cause termination of the Agreement;
 - failure on the Client's part to perform an obligation, in particular failure to pay by the due date;
 - failure to comply with a law, regulation, or with any other legal provision or requirement from the relevant authorities;
 - any order, requirement or request issued by a government, emergency service or any other relevant authority.
The Service Provider undertakes to give the Client sufficient warning thereof.
Failure by the Service Provider to exercise its right to suspend the Agreement following one of the abovementioned causes does

not imply a waiver of their right to subsequently terminate the Agreement.
The Client hereby expressly acknowledges the consequences of the abovementioned clause, in particular in terms of continuity of Service. The Client shall under no circumstances be entitled to claim compensation from the Service Provider for loss or damage incurred due to the application of the said clause.

Article 12.   Intellectual property

The Service Provider holds full title to the Software packages and Software supplied hereunder.
The Service Provider reserves the exclusive right to correct, adapt, modify, translate the said Software Packages and Software, and to render them interoperable with other software and hardware.
The Client shall under no circumstance tamper with the physical or logical integrity of the Software Packages and Software supplied hereunder. By accepting the concessionary right to use the Software Packages and Software supplied hereunder, the Client hereby undertakes not to infringe any of the Service Provider's legitimate rights.
The Client may not therefore:
-        hire out, loan, assign or otherwise transfer by any means, including via the Internet, any of the Software Package or Software supplied, without the Service Provider's prior consent,
-        distribute or market the Software Package or Software, either free of charge or against payment, or use it for the training of third parties,
-        decompile the Software Package's source code, in particular with a view to designing, implementing, or marketing a similar, identical or alternative software solution,
-        adapt, even for interoperability purposes, modify, transform, or otherwise interfere with the Software Package, in particular with a view to designing new or derived functionalities, whether for an entirely new or for a derivative solution,
-        transcribe or translate the Software Package and/or Software into other spoken or written languages or other software programming languages, or modify the Software Package or Software, albeit only partly, in view of its use with any system configuration other than that implemented when the Software Package and/or Software was supplied and installed.
The Service Provider reserves the right to terminate this agreement and to undertake proceedings for any infringement of its intellectual property rights.

Article 13.   Delivery – reception – pass for print / pass for press

Delivery
Delivery means the supply of the Service to the Client.
Delivery dates given at the time of the Order are not deemed binding. Delivery dates may be modified by the Service Provider.
Acceptance
In the case of Services that imply the supply of content or data by the Client, such content or data are deemed to have been passed as valid and correct by the Client. Any modification of content or data after their integration or injection under the Service provided shall be billed to the Client according to the current "Maintenance" rate.
The Client is responsible for the operational testing of the Services supplied as from the delivery of such Services.
Any observations should be submitted by the Client within fifteen (15) Working days of delivery. Failing this, the Service is deemed to be fit for purpose and acceptance is deemed to have taken place.
Should the Client submit observations within the abovementioned time limit, the Service Provider may reject possible requests for improvements that were not specified in the

Order, or may supply an additional estimate, as the case may be. The Service Provider shall implement corrections of possible anomalies identified by the Client within fifteen (15) Working days. The time allocated for correction may vary according to the type of Service supplied. Acceptance shall be deemed to have taken place once these corrections have been implemented.

Special delivery and reception modes for Multimedia Services delivered on physical media

In the case of Services implying the delivery of physical media (such as DVDs or CDs) with or without packaging (sleeves, etc.), acceptance shall take place as follows.

As specified in the Order, the Service Provider shall hand over to the Client a master medium. The Client shall then have fifteen (15) Working days to sign the pass for print/pass for press and to inform the Service Provider of any changes relating to visual, graphical or technical aspects of the Service.

Failing any remarks before the end of the fifteen (15) day period or if the pass for print / pass for press is returned without comment, the master is deemed to be final and will be billed to the Client. Any subsequent work requested by the Client shall only be taken into account if ordered under a supplementary estimate.

The Service Provider will not press media ordered by the Client without the pass for print / pass for press signed by the Client.

If the Client has **added observations** to the pass for print / pass for press, within the allotted time span, the Service Provider shall make changes to the master medium within ten (10) Working days, in accordance with the observations made and within the framework of the Order. A new master shall be forwarded to the Client for validation. The Client may then only request corrections to the latest changes. Any subsequent work requested by the Client shall only be taken into account if ordered under a supplementary estimate.

The Service Provider shall then send to press the media ordered by the Client within five (5) Working days of reception of the pass for print / pass for press signed by the Client.

Article 14.   Termination for breach of contract

Should the Service Provider note any breach of the terms and conditions hereunder by the Client, he may cancel the Client's right to use the Services supplied and terminate the agreement at any time, as of right and without any further action.

Article 15.   Liability

Service access and operation

The parties hereby expressly agree that the Service Provider shall not be held liable for any interruption of Service or damages due to:

- force majeure or a decision of the public authorities;
- a power supply or power line outage caused by public or private utility operators;
- abnormal or fraudulent use by the Client or by third parties requiring an interruption of Service for safety reasons;
- malfunction of the Client's hardware or software or internet access or misuse of the Services by the Client;
- third party intrusion or fraudulent system use, or illicit data extraction, despite the implementation of state of the art security measures, the Service Provider being held only to best effort in view of current securitization technologies;
- delay in the transfer of information or data;
- any loss or deterioration of the Client's data either during the copying of the Client's data base or data storage by the Service Provider;
- operation of the internet or telephone networks or internet access cables not implemented by the Service Provider.

The Service Provider shall only be liable if the damage incurred can be proved to have resulted from the Service Provider's actions.

The Service Provider shall only be held liable for direct damages, excluding all consequential damages including without limitation, loss of sales, loss of profit, loss of customers, damage to the Client's image or reputation, or any other loss of information of any kind.

Irrespective of damage incurred, the Service Provider's financial liability shall be limited to no more than half the sums received for the Service over a twelve (12) month period starting from the date at which the damage was first incurred.

Absence of editorial liability

The Service Provider shall not be liable for any damage resulting from fraudulent use of the Service.

Service Provider's limited liability

The Service Provider is only held to undertaking its best efforts in the performance of the Services supplied. The Service Provider uses technologies and infrastructure developed and supplied by Third Parties, and as such, is not in a position to guarantee that the Service supplied will be uninterrupted, incident-free and offering foolproof security.

That notwithstanding, in the event of an incident, the Service Provider will implement all measures reasonably feasible given the state of the art at the time of occurrence of the incident, to remedy any failing for which he may be responsible and will use all appropriate means at his disposal or which he might reasonably be able to purchase within the limits of its financial means, and with regard to the general economy of the agreement, in order to remedy such failing.

Article 16.   References

The Client hereby grants to the Service Provider the right to use the Client's brand names and logos among the references used to promote the Service Provider's business.

Article 17.   Non competition; Non sollicitation

The Client undertakes not to employ, in whatever capacity whatsoever, any of the Service Provider's present or future employees. This clause shall apply irrespective of the employee's particular area of competence, and even if the employee himself or herself approaches the Client. This clause shall be binding throughout the duration of this agreement and for two (2) years following its expiry.

Should the Client fail to comply with this obligation, the Service Provider shall be entitled to claim damages amounting to two (2) years of the said employee's gross salary before tax and contributions, irrespective of the actual damage incurred.

Article 18.   Assignment

This agreement is concluded intuitu personae with the Client. The Client may not assign any or all of his/her rights and obligations hereunder without the prior written consent of the Service Provider.

Article 19.   Personal data protection

Any personal data collected by the Client remains under the Client's exclusive responsibility, even when stored by the Service Provider. The Client undertakes to ensure compliance with data protection legislation ("informatique et libertés") in particular regarding registration with the "Commission Nationale Informatique et Libertés (CNIL)" or any other local data protection office.

Article 20.   Confidentiality

Each party hereby undertakes to consider as confidential, and not to reproduce or divulge, other than for reasons of performance of the agreement, any information, data and documents provided by the other party with regard to the implementation and performance of the agreement which should, by virtue of their technical, commercial or financial nature, be considered as confidential and containing information not for public view and/or of a purely personal nature.

With regard to the aforementioned clause, the Service Provider hereby vouches for its employees and for itself.

The Service Provider shall not, however, be held liable for the revelation of information which at the time of being revealed was in the public domain, or was known to him, or was obtained by legitimate means from a third party.

The Service Provider shall take all necessary steps to protect the integrity and confidentiality of any information identifying the Client or any personal data communicated by the Client for performance of the Service, that the Service Provider may hold, process, and use, for the purposes identified in the agreement.

Article 21.   Lapsed claims

Any claim for liability against the Service Provider lapses one (1) year after the event having generated the claim for damages.

Article 22.   Updating

In the case of Services for immediate performance provided on submission of an estimate, and in particular those relating to event management, the applicable version of the Terms and Conditions is that current at the time of signing the Order Form.

In the case of Services for sequential performance, the terms and conditions hereunder and any of the Service Provider's general terms and conditions are liable to change. The Client shall be notified of any changes by e-mail and/or on the www.cyim.com web site, at the latest one month before their coming into effect. Should the Client wish to discontinue the relationship with the Service Provider, he/she may terminate the binding agreement with the Service Provider by registered letter with acknowledgement of receipt, fifteen (15) days at the latest before the new Terms and Conditions come into effect.

Article 23.   Application – Severability – Interpretation

The Terms and Conditions herein are binding by law and in contract both on the Service Provider and the Client.

Should the Service Provider choose, at any point in time, not to exercise a prerogative defined in the Terms and Conditions of Sale hereunder, this should in no circumstance be construed, expressly or otherwise, as a waiver of the right to exercise that prerogative at some later date.

Should any provision of this agreement be declared invalid, this will in no way affect the validity of the whole agreement or of another clause.

Article 24.   Law and jurisdiction

The Terms and Conditions hereunder, the Order and any document relating thereto, are governed by French Law. In the event of litigation arising from the interpretation or performance of the agreement, the courts of RENNES (France) shall have jurisdiction notwithstanding plural defendants or recourse to an impleader.

TERMS AND CONDITIONS OF SALE - EVENTS

Article 25.   Definitions

Dynamic display: A Service supplied by the Service Provider. Software package designed to display the events taking place in a room or conference on a network of screens, in real-time (dynamic display).

Multimedia space / Medialibrary on site: A Service supplied by the Service Provider. The Service Provider uses video files uploaded from a web platform or supplied by the Client on a digital medium or other videos recorded during previous events, to create a "multimedia space or a medialibrary on site" via an intranet or Internet site, at the Client's event.

Webcast / Screencast: A Service supplied by the Service Provider. Video which records the audio and/or video flow of the speaker and her/his Powerpoint presentation and displays these synchronized items on a web site.

Hardware: All the equipment supplied to the Client, either free of charge or against payment, so that the Client can use the various event services provided by the Service Provider.

Electronic posters: A Service supplied by the Service Provider. The Service Provider uses Powerpoint files uploaded from a web platform to create "electronic posters" displayed at the Client's event and/or on a web site.

Projectis: A Service supplied by the Service Provider. The Service Provider supplies the Client with the Projectis software application and a team of technicians, in order to manage the flow of Powerpoint files in the preview room, and the automatic transmission and display of these files in the conference rooms.

Interactivity service : A Service supplied by the Service Provider. The Service Provider suggest a range of service, equipment and technician to create interactivity between each participant.

Article 26.   Purpose

The purpose of the Terms and Conditions herein is to determine the conditions applicable to the sale and use of the various event services supplied by the Service Provider.

They are subject to the Terms and Conditions for all services.

The Client hereby acknowledges having read and accepted the terms and conditions without reservation.

Article 27.   Services

The Terms and Conditions of Sale of Event Services apply to the following services:
 - Dynamic display
 - Multimedia space / Medialibrary on site
 - Projectis
 - Webcast / Screencast
 - Electronic posters
 - Interactivity service

Article 28.   Cooperation between the parties

The parties hereby agree to each appoint a person who will act as the main contact person for the other party and who will be responsible for ensuring performance of this agreement. The parties hereby undertake to appoint persons with the competences, experience and integrity required to ensure performance of their mutual obligations.

Article 29.   Term of the agreement

Event Service agreements are concluded for a fixed term agreed between the parties. The term of the agreement shall be mentioned on the Order form.

Article 30. Financial conditions

A sum amounting to 30% of the total cost of the service shall be paid to the Service Provider on signing the Order.
Should the Client cancel the event, the aforementioned down payment will not be reclaimable unless the cancellation is due to force majeure, a decision of the public authorities, or was caused by the Service Provider.
Any sums remaining unpaid at the due date shall bear interest for late payment at the legal rate applicable at that date plus five (5) percentage points.

Article 31. Specifications

Prior to signing the Order Form, the Client shall forward to the Service Provider Job Specifications detailing the project.
The Client undertakes to provide comprehensive specifications to enable the Service Provider to implement the Service as efficiently as possible.
The Client undertakes to notify the Service Provider rapidly should the project be modified after the specifications have been delivered to the Service Provider.
Should the Service Provider consider a given specification to be incomplete or lacking in detail, he shall notify the Client, who shall communicate the necessary information.
Should the Client fail to supply the information requested, the Service Provider may not be held liable for any errors or deficiencies in implementing the specification.

Article 32. Client's obligations - Insurance

The Client shall hire Equipment from the Service Provider for the implementation of Event-related Services.
The Client shall take all necessary steps to avoid Equipment theft or damage. The Client shall furthermore take out insurance to cover Equipment theft or damage.
The Client shall, on request and prior to the installation of the Equipment, forward to the Service Provider a certificate delivered by the Client's insurer and a copy of the relevant insurance policies (including the general and particular terms and conditions thereof).
In the event of theft or of damage to the Service Provider's Equipment, the latter may claim for damages against the Client for the full amount of any loss incurred.
Once the Equipment is deemed to be under the Client's responsibility, CYIM may not be held liable for the consequences that a theft may have on the continuation of the service provided.

Article 33. Force majeure - Cancellation

All Orders are deemed to be firm and irrevocable. Only cases of force majeure, which shall be construed restrictively as unpredictable, insurmountable events due to external causes, shall be deemed to constitute a valid reason for either party not to comply with their obligations and to ask for cancellation of the Order. It is hereby expressly agreed that strikes, industrial disputes of any kind and pandemics do not amount to force majeure.
Any irregular cancellation of an Order by the Client shall entitle the Service Provider to claim full payment of any sums due.

Article 34. Service Provider's staff

Any of the Service Provider's staff temporarily seconded to the Client in order to implement Services supplied under the Agreement, shall remain in all circumstances under the sole authority and responsibility of the Service Provider and shall answer only to the latter. Any request or instruction from the Client shall be addressed to the Service Provider's manager appointed in the Agreement, with the exception of emergency situations where employee safety may command that the Client issue instructions directly to the Service provider's staff.
In compliance with articles L. 8221-1 and following of the French Labour Code relating to undeclared employment, the Service Provider shall forward to the Client on request, the necessary documentation certifying that any members of the Service Provider's staff allocated to the implementation of the Services supplied, are employed in compliance with articles L. 3243-1, L. 1221-10, L. 1221-13 of the said Code, as well as any further document which may have been rendered compulsory by law or by regulatory provisions.

TERMS AND CONDITIONS OF SALE - HOSTING AND DOMAIN SERVICES

Article 35. Definitions

CPU load: Load processed by the server's CPU when processing at the Client's request.
Internet: Worldwide network of interconnected IP networks.
IP (internet protocol): Internet protocol defining the format, address and transmission mode for data sent via the Internet.
Implementation: Date at which the Service is actually made available to the Client.
Domain Name: The Client's identifier, i.e. the alphanumerical equivalent of the Client's IP address.
User: Client or Client's client using server resources.

Article 36. Purpose

The purpose of the Terms and Conditions herein is to determine the conditions applicable to the sale and use of the various event services supplied by the Service Provider.
They are subject to the Terms and Conditions for all services.
The Client hereby acknowledges having read and accepted the terms and conditions without reservation.

Article 37. Term of the agreement

The Service Provider supplies "hosting packages" including one or more of the following Services:
- domain name reservation (with or without redirection);
- web site hosting;
- messaging service hosting.
The domain name, web site hosting and messaging service hosting agreement shall be concluded for a duration of one (1) year starting on the opening date of the first service and renewable by tacit agreement for a further renewable one (1) year period, unless terminated by registered letter with acknowledgment of receipt, sent at least two (2) months prior to expiry.
L'échéance de référence des services d'hébergement de site(s), de messagerie(s) et de réservation de domaine(s) est synchronisée pour définir une date unique planifiée sur le premier jour d'un des quatre trimestres de l'année civile. Cette échéance de référence des services est indiquée sur la première facture (Date d'échéance des services d'hébergement de site et de messagerie).

The referencing term of the hosting service such as website, mailbox or domain name reservation is synchronized in order to define a unique date planned on the first day of one of the

fourth quarter of the civil year. This service referencing ter mis indicated on the first invoice (term date of the website and mailbow hosting)

The Service Provider undertakes to activate the Client's account within two (2) Working days of reception of the Order and of the initial payment.

Article 38. Changing the hosting package

The Client may at any time add options to the hosting package or change the hosting package.
Should this be the case, the term of the agreement and modes of payment shall remain unchanged.
Any migration before the term of the agreement may only be to a higher priced package.

Article 39. Cooperation between the parties

The parties hereby agree to each appoint a person who will act as the main contact person for the other party and who will be responsible for ensuring performance of this agreement. The parties hereby undertake to appoint persons with the competences, experience and integrity required to ensure performance of their mutual obligations.

Article 40. Client's obligations

Normal use of the Service
The Client shall only use the Services provided within the framework of the law. The user's account shall be used solely to use and to store data linked to her/his domain name. The User may not sell on or assign all or part of the data storage space associated with her/his domain name.

System resources
The Service Provider shall provide its Clients with access to shared web hosting servers. In order to ensure that all the Users of a given server receive the same quality of service, each User may not use more than 5% of the total system resources. The User may not use scripts or executable programs liable to adversely affect the stability of the Service Provider's Equipment or which do not execute in under 6 minutes. The Service Provider shall make every effort to notify Clients using scripts causing excessive resource consumption, before suspending service. Any scripts detrimental to other users or using excessive resources are liable to be halted without prior notice.

Prohibition of « spamming »
The mass sending of unsolicited e-mail messages (spamming) is prohibited on the Service Provider's servers. It is also forbidden to use spam mail to promote a site hosted on one of the Service Provider network's servers, even if the e-mails are sent from a machine which does not belong to the Service Provider.
The Service Provider reserves the right to suspend and/or cancel a Client's account immediately and without notice.

Network security
It is forbidden to breach the security of a computer system or network. Should a security violation occur, the Service Provider reserves the right to reveal the results of its own internal enquiry into the matter to the relevant investigating authorities. The User shall also be liable for the payment of a €1,000 (ex.VAT) penalty for each security breach, irrespective of any damages which might be due to the Service provider or to third party victims. In such an event, the Service Provider also reserves the right to suspend and/or cancel a Client's account immediately and without notice.

Article 41. Domain name transfer

The domain name owner is deemed to be the Client named in the Order. The Service Provider owns no right to the domain name and undertakes to supply the Client with all the details required for domain name management, in particular should the domain name be transferred to another host server. Transfer of the domain name should be taken to mean the technical transfer to another Service Provider and not the transfer of the title to the right of usage of the said name.

Article 42. Due payment and penalties

Should a bill for such services fail to be paid within thirty (30) calendar days, the Service Provider reserves the rights to suspend the Client's access to her/his messaging service or to her/his web site. An initial case of overdue payment shall, as an exception to the Terms and Conditions for all services, result in the due date for the payment of any further bills being reduced to five (5) Working days.
Without prejudice to any default interest that may be due, any bill that remains unpaid within thirty (30) days of issue shall be increased as of right by a sum of €200 (ex.VAT) for services billed to the Client.
Should a bill remain unpaid within thirty (30) calendar days of issue, or five (5) Working days following a first overdue payment, the service Provider shall be free to apply the following penalties to the Client.

a) If the sales agreement only covers the reservation of a domain name: The Service Provider reserves the right to unilaterally cancel the domain name reservation agreement through Client default;
b) If the sales agreement covers the reservation of a domain name with a redirecting service: the penalty described in point c) above and the cancellation of the redirecting service;
d) If the sales agreement covers the reservation of a domain name with messaging service hosting: the penalty described in point a) above and the cancellation of the messaging service, should notification by registered letter with acknowledgement of receipt fail to produce a response within eight (8) Working days of issue;
e) If the sales agreement covers the reservation of a domain name with a web site hosting package: the penalty described in point c) above and the cancellation of the hosting service;

Should a domain name reservation fail to be renewed, the Client should be aware that the name is liable to fall into the public domain.

Article 43. Liability

On opening the account, the Service Provider shall forward to the Client, by e-mail, the user codes and password enabling use of the virtual server. These data are personal and confidential. The Client is responsible for the use of her/his identifier and password. The Client must maintain a contact e-mail address and a valid postal address. This information must be updated, as the case may be, in the administration area available for that purpose.
A temporary stoppage of the Client's web address, whether involuntary, or internally or externally caused, or voluntary in order to improve the Service, shall not give rise to claims for damages. The Service Provider exerts no control over content supplied by the Client, whether via its web space or via the Client's e-mails, as the case may be.
The Service Provider may under no circumstances be found liable for any third party claims or actions in law undertaken, in particular following:
- information, sound recordings, images, texts or any multimedia document whatsoever in contravention of existing legislation or regulations, which might be stored and/or displayed by the Client on her/his web site
- the infringement of intellectual property rights regarding works stored or displayed, in whole or in part on the Client's web site.

Given the specific features and limitations of the Internet, that the Client hereby acknowledges, the Service Provider may in no circumstances be held liable for access speeds from other web sites throughout the world, nor for slow or difficult access to the Client's site. Similarly, the Service Provider may not be held liable for failure to deliver e-mail, or items on discussion forums, given the same limitations and features of the Internet.

Irrespective of damage incurred, the Service Provider's financial liability shall be limited to no more than half the sums received for the Service over a twelve (12) month period starting from the date at which the damage was first incurred.

TERMS AND CONDITIONS – SPECIFIC DEVELOPMENT

Article 44.   Definitions

Specific development: activities involving the specification, design, coding, testing and installation of a software application and of its ancillary items. The Client is supplied with a fully operational product.

Article 45.   Purpose

The purpose of the General Terms and Conditions herein is to determine the conditions applicable to the sale and use of the specific Internet site and Software development services supplied by the Service Provider.
They are subject to the Terms and Conditions for all services.
The Client hereby acknowledges having read and accepted the terms and conditions without reservation.

Article 46.   Cooperation between the parties

The parties hereby agree to each appoint a person who will act as the main contact person for the other party and who will be responsible for ensuring performance of this agreement. The parties hereby undertake to appoint persons with the competences, experience and integrity required to ensure performance of their mutual obligations.

Article 47.   Term of the agreement

Development Service agreements are concluded for a fixed term agreed between the parties. The term of the agreement shall be mentioned on the Order form. The agreement lapses once the services ordered have been performed.

Article 48.   Specifications

Prior to signing the Order Form, the Client shall forward to the Service Provider Job Specifications detailing the project.
The Client undertakes to provide comprehensive specifications to enable the Service Provider to implement the Service as efficiently as possible.
The Client undertakes to notify the Service Provider rapidly should the project be modified after the specifications have been delivered to the Service Provider.
Should the Service Provider consider a given specification to be incomplete or lacking in detail, he shall notify the Client, who shall communicate the necessary information.
Should the Client fail to supply the information requested, the Service Provider may not be held liable for any errors or deficiencies in implementing the specification.
The Client has fifteen (15) days from the date of delivery of the Internet site or Software, to check that the site or software is fully operational and that the work carried out meets the Client's requirements as detailed in the specifications.

Should the Client fail to send a timely notification, the Service is deemed to have been accepted and reception by the Client is definitely confirmed.
The date on which reception of the service is pronounced determines the onset of the guarantee period, lasting (3) months.
Beyond that warranty period, any request for modifications or corrections shall be deemed to be a web site or software maintenance service and will be billed at an hourly rate according to the tariff applicable on the day the service is performed.

Article 49.   Use of software by the Service Provider

The Service provider retains full intellectual property rights over the Software used to develop a web site or software application hereunder.

Article 50.   Intellectual property

1) Provisions applicable to Software development
The Client hereby undertakes to acknowledge the Service Provider's intellectual rights, and in particular:
 - the right of attribution.
 - the right to disseminate.
 - the right of integrity.
The Service Provider hereby grants a non exclusive, personal and non transferable user license for the Software supplied, including both the software code and the graphic elements.
The Client shall enjoy no exclusive right to any new software developments implemented and delivered by the Service Provider.
The Client is granted only a personal right to use the Software. The Client may however choose to contract out the maintenance of the Software to a third party service provider.
Providing full payment has been made, the Service Provider undertakes to supply the source code for the Software to the Client, on request.

2) Provisions applicable to web site development
All intellectual and industrial property rights, including but not limited to trademarks, literary and artistic property, in particular the right to copy, represent and adapt the work, rights relating to Software or digital files, rights relating to data base contents, or so-called "sui generis rights", relating to an Internet site, shall become the non exclusive property of the Client, whether or not the Client avails herself/himself of such rights.
Such assignment of rights shall apply for the time during which the intellectual, artistic and industrial property rights are protected for the whole world.

Article 51.   Publicity - References

The Client hereby authorizes the Service Provider to enforce his moral rights.
The Client hereby authorizes the Service Provider to display her/his copyright, logo and hypertext link to her/his own web site at the bottom of each page designed by the Service Provider.
The Client also authorizes the Service Provider to integrate such elements in the software under development. The duration and scope of such integration shall be freely determined by the Service Provider, who shall take into account the technical specifications of the Software.
The Client hereby grants to the Service Provider the right to use the Client's brand names and logos among the references used to promote the Service Provider's business.