

ALWAYSDATA

STANDARD TERMS OF SERVICE

(last updated: 1 March 2016)

PLEASE READ THESE STANDARD TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICES PROPOSED BY ALWAYSDATA.

THESE STANDARD TERMS SET OUT THE TERMS AND LEGAL OBLIGATIONS THAT APPLY TO ANY PERSON SIGNING UP FOR ALWAYSDATA SERVICES ON WWW.ALWAYSDATA.COM PROPOSED BY ALWAYSDATA.

1. Purpose - Acceptance - Validation of Contracts

The purpose of these Standard Terms of Service (the “Standard Terms”) and the special terms (the “Special Terms”) specific to the one or more Services ordered by the Customer, is to set out the terms and conditions on which Alwaysdata, a French *société à responsabilité limitée* (private limited company) with a share capital of €5,000, registered in Paris Trade and Companies Register under number 492 893 490, whose registered office is located at 62 Rue Tiquetonne, 75002 Paris, known under its trading name “Alwaysdata” (hereinafter referred to as “Alwaysdata”), provides the Services to Customers.

By using the Services provided by Alwaysdata, the Customer is deemed to have first become familiar with the Standard Terms and the Special Terms specific to the Services proposed by Alwaysdata (shared hosting service, managed dedicated hosting service, free plan etc.), to have accepted them without any exceptions or reservations by following the technical procedures in force on the Alwaysdata website at that time and to have agreed to strictly comply with the said terms.

Alwaysdata and each Customer expressly agree that their relationship is not governed by any contractual provisions other than those referred to in the Standard Terms, the Special Terms applicable for the one or more Services ordered and the Purchase Order validated by each Customer.

All of these contract documents constitute the law between the Parties and are hereinafter collectively referred to as the “Contract”.

2. Verification of Suitability

The Customer represents and acknowledges that before signing up for the one or more Services, the Customer checked the suitability of the said Services for its/his/her needs and that the Customer does in fact consider them to be suitable for these needs. Likewise, the Customer represents and acknowledges that Alwaysdata has provided it/him/her with all the information and advice needed to enter into this Contract, and accordingly, the Customer waives any right to bring any claim in this respect.

The Customer also represents that it/he/she has the required knowledge, skills and resources, in particular human and technological resources, for the use of any ordered Service and that accordingly, the Customer also waives any right to bring a claim in this respect.

3. Definitions

The following terms and expressions, where capitalised and whether they are used in the singular or in the plural in these Standard Terms or in any supplementary Special Terms, will have the meaning assigned below unless the context otherwise requires:

- “**Admin Area**” or “**Customer Area**”: the Customer’s private online area on the Alwaysdata website containing, in particular, information on the Services provided by Alwaysdata and allowing the Customer to manage the said Services.

- “**Administration**”: any act of management for the operation and use of the Server. These acts include, in particular, saving data, settings, publication and data and application updates etc.

- “**Error**”: means any material problem affecting the physical machines used and any problem affecting the Service.

- “**Bandwidth**”: maximum amount of data transferred on the Internet network, usually expressed as the number of bits per second, with the rate being determined by Alwaysdata. The Bandwidth may be shared between several different Customers (shared hosting service) or may be assigned to one single Customer (managed dedicated hosting service).

- “**Customer**”: any private individual or legal entity (whether public or private) with the legal capacity to contract who accordingly enters into a Contract for the Services proposed by Alwaysdata.

- “**User Credentials**”: username (“Username”) and password (“Password”) chosen by the Customer to allow the latter to access the Services and manage them via the Admin Area.

- “**Special Terms**”: the contractual terms governing each specific Service proposed by Alwaysdata (shared hosting service, managed dedicated hosting service, free plan etc.).

- “**Consumer**”: means, for the purposes of the French Consumer Code (*Code de la Consommation*), any private individual acting for any purpose other than his/her commercial, industrial, small-scale or freelance activity.

- “**Data**”: any electronic document or digital file installed or changed by the Customer when using the Server and/or the Services.

- “**Publisher**”: means the private individual or legal entity publishing a piece of software, who accordingly holds the corresponding intellectual property rights.

- “**Email**”: electronic mail sent via the Internet network using various protocols: POP, IMAP, etc.

- “**Major Upgrade**”: means any analysis and development work lasting for more than two days, carried out by Alwaysdata for the Customer.

- “**Order Form**”: online purchase order available on the Alwaysdata website (<http://www.alwaysdata.com>), to be used to validate the Service signed up for by the Customer. For the purposes hereof, the expressions “**Order Form**” and “**Purchase Order**” refer to the same form.

- “**Guaranteed Response Time**”: maximum time in which a member of Alwaysdata’s staff will respond, expressed in business hours, guaranteed by Alwaysdata in the event of Downtime.

- “**Guaranteed Resolution Time**”: maximum time for a return to operation (temporary or permanent solution) expressed in business hours, guaranteed by Alwaysdata in the event of Downtime.

- “**Downtime**”: any technical failure preventing physical access to the Website and/or the Data and/or the Services.
- “**Personal Data**”: any information provided by the Customer, to allow the latter to be identified by Alwaysdata (surname, first name, postal address, email address, telephone number, company name and organisation name, where applicable etc.).
- “**Infrastructure**”: all technical equipment: servers, switch, load balancer etc. used by Alwaysdata to provide the Service.
- “**Static IP**” or “**IP Address**”: a numerical label representing 32 bits (IPV4) or 128 bits (IPV6) providing a unique identifier for each Server connected to the Internet.
- “**Software**”: a set of computer programs, databases, scripts, processes and operating systems etc. designed to process data automatically and made available to the Customer by Alwaysdata and/or by the respective publisher as part of the Service.
- “**Party**”: Alwaysdata or the Customer, as appropriate. The term “**Parties**” refers to both Alwaysdata and the Customer.
- “**System Resources**”: storage capacity, RAM and ROM of the server and its processor (CPU), the corresponding Software and the Bandwidth capacity made available to Customers by Alwaysdata as part of the Service.
- “**Technical Restrictions**”: technical restrictions on the use and exploitation of the Service imposed by Alwaysdata, primarily due to the characteristics of the server and/or the Infrastructure, Alwaysdata’s sales policy, Alwaysdata’s technological choices or technological developments etc.
- “**Server**”: computer performing the functions (including storing files, transferring emails etc.) with the exception of the software, used by Alwaysdata to provide the Service.
- “**Dedicated Server**”: Server whose entire storage space is reserved for the Data of one single Customer.
- “**Shared Server**”: Server whose storage space is shared by several Customers.
- “**Service(s)**”: service provided by Alwaysdata, involving the provision of online services including, in particular, the provision of Data hosting services, the provision of managed dedicated or shared Servers for hosting, the installation and maintenance of Software on the Server to allow its use by the Customer, access to an FTP server and the creation and hosting of Emails etc.
- “**Additional Service(s)**”: services that were not stated in the Order Form, that the Customer wishes to receive. In such a case, the Customer will place a specific or supplementary order with Alwaysdata.
- “**Free Plan(s)**”: services provided by Alwaysdata as part of the Service, at no cost.
- “**Managed Dedicated Hosting Service(s)**”: Data storage and processing services, via the provision of a Server managed by Alwaysdata, System Resources, Software and Bandwidth made available to one single Customer, to be used to publish the Customer’s Data on the Internet network.
- “**Shared Hosting Service(s)**”: service involving the provision by Alwaysdata of storage space (as described in the Purchase Order) on Alwaysdata’s Server and/or Infrastructure, to which System Resources are assigned, shared by several Customers, to be used to publish Customers’ Data on the Internet network.
- “**Website**”: the website(s), computer applications, software packages, software and databases etc. and the Customer’s corresponding content published on the Internet network.
- “**Traffic**”: amount of computer Data sent or received by the Customer on or from the Server and/or the Website over a given period. Monthly traffic is measured as the amount of Data transferred from and to the Customer’s website or server.
- “**Processing**”: process by which Alwaysdata’s teams approve the Customer’s request

relating to the order for the Service, causing Alwaysdata to prepare the Service in order to make it available to the Customer.

4. Signing-Up - Registration

4.1. The Customer is informed that it/he/she may only sign up for the Service online, on the Alwaysdata website (<http://www.alwaysdata.com>).

During the registration process, the Customer undertakes to follow the instructions given on the Alwaysdata website and to provide its/his/her personal data (surname, first name, postal address, email address, company name and organisation name, where applicable etc.) in a correct, accurate and truthful manner.

The Customer is reminded that Alwaysdata has no liability, in any circumstances whatsoever, for the content, the accuracy, the genuineness, the completeness, the relevance or the scope of the information provided by the Customer for this purpose.

4.2. The Customer must keep its/his/her personal data updated at all times. If the data provided proves to be inaccurate, incomplete or false, Alwaysdata reserves the following rights, with no right for the Customer to claim any refund, credit note or compensation, in any circumstances whatsoever:

- (i) The right to decide not to activate and/or to suspend the Service until the Customer corrects the errors;
- (ii) The right to terminate the one or more Contracts, as of right.

The same will apply if the appropriate bodies (for example, banks or holders of credit/debit cards) challenge the payments made by the Customer.

4.3. Once the registration form has been validated, the Customer will need to choose its/his/her User Credentials in the form of a username consisting of the Customer's email address and a password. The Customer acknowledges that the username and password are the sole means to be used to identify the Customer and validate the Customer's access to the Services and the Admin Area, and that no other means may be used.

4.4. The Customer has sole responsibility for retaining its/his/her username and password. The Customer may authorise any trusted person of its/his/her choice to access the Admin Area, at any time and for any reasons whatsoever, under the Customer's sole liability. Accordingly, the Customer undertakes to maintain the absolute confidentiality of the username and password and to log out at the end of each session. For security reasons, the Customer is required to change them regularly.

4.5. Whenever the said username and password are used, they will be deemed to have been used by the Customer and the latter shall bear the consequences of any use of the said username and password, even if by fraud.

4.6. The Customer agrees that any acts carried out using the above-mentioned username and password will be automatically treated as having been carried out by the Customer directly and as binding acts. The Customer agrees that any computer or electronic records made by Alwaysdata and/or its providers for the provision of the Services, of any acts carried out, primarily through the Customer's Admin Area, may be relied on or used before any appropriate administrative authority

and/or court of law as evidence.

4.7. The Customer acknowledges that it/he/she is solely liable for any acts carried out using its/his/her User Credentials. The Customer undertakes to use them on a strictly personal basis only.

In the event of a loss, theft or any fraudulent act affecting the User Credentials, the Customer shall be responsible for giving Alwaysdata swift notice by email and/or registered post with acknowledgement of receipt, and will need to prove its/his/her identity, using any available means. Upon receipt of this duly justified written notice, Alwaysdata will examine the matter and may suspend any form of access to the Admin Area, for security reasons. Alwaysdata will process the Customer's request as swiftly as possible and provide the Customer with new temporary User Credentials by return email. The Customer must accordingly use them to access its/his/her Admin Area and then change them as swiftly as possible.

5. Duration of the Service

These Standard Terms take effect on the date on which the Customer registered on the Alwaysdata website. The provision of the one or more Services will commence on the same date.

Unless the Parties agree better terms, these Standard Terms are agreed for an initial continuous period of twelve (12) months. Thereafter, they will be automatically renewed for further one-year periods, unless terminated by either Party, by giving prior notice of two (2) months sent by registered post with acknowledgement of receipt.

The Customer is informed that at the end of the Contract, howsoever caused, all Services will be automatically stopped and then deleted, on the expiry date stated in the Admin Area and by Email.

6. Nature of the Services - Fees and Payment

6.1. The nature and type of the Services provided by Alwaysdata are described in each set of Special Terms accepted by the Customer and/or on the Alwaysdata website. The fees charged for the Services and the terms, conditions and time for payment are notified by email and/or on the Alwaysdata website.

6.2. The Customer shall pay, within the agreed times, the total fees set out in the Purchase Order, including VAT, where applicable, and shall bear any and all costs associated with payment, including bank charges (for making and receiving transfers).

6.3. If the fees are paid by cheque or wire transfer, the Customer shall state the order number, its/his/her personal data, the Customer account number, where applicable, its/his/her website and any information identifying the payment and the corresponding order.

6.4. The Customer is informed that Alwaysdata will not fulfil the order if only a partial or incomplete payment is received.

6.5. Alwaysdata disclaims all liability for any loss of data or late processing of an order etc.

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caused by a failure to comply with any one of the provisions of Clause 6 hereof (Nature of the Services - Fees and Payment).

6.6. Invoices will be made available in the Admin Area. The Customer will be informed of this in an email sent to the address stated in the Customer profile. Accordingly, the Customer is required to update the email address stated in its/his/her Customer profile whenever necessary.

6.7. Subject to the special provisions set out in Clause 5 hereof (Duration of the Service), no refund will be given for any suspension, cancellation or transfer of the Service due to an act or omission by the Customer or following any wrongful conduct by the Customer in the fulfilment of the obligations set out herein, prior to the end of the contractual period in force at that time.

6.8. If the Customer fails to pay an invoice on time and after formal notice given by registered post with acknowledgement of receipt with which the Customer fails to comply within fifteen (15) days of receipt, Alwaysdata will charge late payment interest on the outstanding amount, at three times the legal interest rate, effective from the date of the above-mentioned formal notice.

6.9. The fixed debt collection fee owed to the creditor in the event that the outstanding amounts are paid after the said date is set at €40 (forty euros), pursuant to Decree No. 2012-1115 of 2 October 2012 setting the amount of the fixed debt collection fee in commercial transactions provided for in Article L. 441-6 of the French Commercial Code (*Code de Commerce*).

6.10. If the debt collection costs incurred exceed the amount of this fixed debt collection fee, the creditor is entitled to demand additional compensation, against receipts.

7. Use of the Services and Liability of the Customer

7.1. Compliance of the Customer's Website

The Customer warrants to Alwaysdata that it has obtained all administrative authorisations and made all administrative declarations required for the operation of the Website hosted on Alwaysdata's Server.

The Customer warrants, in particular, that it/he/she:

- i) Has filed the pre-processing declarations for personal data collected or exploited using its/his/her Website with the French Data Protection Agency (*Commission Nationale de l'Informatique et des Libertés*) under the provisions of French Data Protection Act No. 78-17 of 6 January 1978 as subsequently amended;
- ii) Inserts all mandatory legal notices on its/his/her website, in particular, the name of the Manager responsible for publishing its/his/her Website or the Customer's name and full contact details along with the name and contact details for Alwaysdata, as the hosting service provider, pursuant to the provisions of Article 6-III-1 of the French Digital Economy Confidence Act of 21 June 2004.

The Customer undertakes to complete all formalities and steps required under the laws and regulations in force, directly and without any type of involvement by Alwaysdata, primarily with

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respect to the nature of the Services selected by the Customer. Alwaysdata disclaims all liability for any dispute or court award that may arise from the Customer's failure to comply with applicable regulations.

7.2. Editorial Control

7.2.1. The Customer undertakes not to use the Services for any unlawful purposes and not to in any way breach applicable national and international rules or statutory, regulatory or administrative provisions.

The Customer warrants to Alwaysdata that it will only use the Service for strictly lawful purposes.

7.2.2. The Customer warrants, at all times, that it/he/she:

- is the sole owner of the information and data that the Customer publishes on its/his/her Website and has the right to publish this information and data;
- will not infringe, by the publication of this information or data, any protected rights, covering both human rights and those protected under the French Intellectual Property Code (*Code de la Propriété Intellectuelle*) (copyright, related rights, trademarks, patents etc.);
- will not publish any false information about certified designations of origin (*AOC*, etc.) or a protected label (*AB*, etc.);
- will not publish any information:
 - o that could incite any person to commit a crime against humanity or acts of terrorism (or promote them), acts of paedophilia, anti-Semitism, hatred, discrimination, racism, fanaticism or physical violence in relation to individuals or groups of individuals;
 - o that could harass third parties or encourage third parties to commit acts of harassment;
 - o soliciting personal data from minors;
 - o providing telephone/fax numbers, street names, names or postal or email addresses;
 - o showing or advocating unlawful activities or defamatory, offensive, obscene, threatening or slanderous conduct or false or misleading information;
 - o proposing pirate or unauthorised copies of works protected by copyright or as patents or trademarks;
 - o that could incite, provoke or encourage phishing, the transmission of unsolicited emails, chain email or email blasts, unwanted instant messages or advertisements or unsolicited mail letters;
 - o that assists or encourages any criminal activity or venture or gives information or instructions on how to assist unlawful activities, invasions of privacy or the spreading and creation of computer viruses;
 - o soliciting passwords or personal data from other users for unlawful commercial purposes;
 - o distributing, reproducing, publishing or modifying, in any manner whatsoever, any item protected by copyright, registered trademarks or any property right held by third parties without their prior consent.

7.3. Integrity of the Information System

The Customer undertakes to take utmost care in the use of the Services, by complying with the

rules of use and technical restrictions set out in the Special Terms and/or on the Alwaysdata website and/or notified by Alwaysdata. The Customer undertakes to ensure that the stability, security and quality of the Services, Alwaysdata's Infrastructure, the programs, the networks or the Bandwidth of Alwaysdata's other Customers or third parties are not affected or undermined by the Customer's use of the Services.

If Alwaysdata discovers that the Customer's use of the Service endangers or has a negative impact on the stability, security or quality of the Services, the Infrastructure, the programs, the networks the Bandwidth or the infrastructure of Alwaysdata, Alwaysdata's other Customers or third parties, Alwaysdata reserves the right to suspend or even cease the provision of the Service, including without prior notice.

7.4. The Customer undertakes to consult its/his/her Admin Area regularly and to read all information communicated by Alwaysdata. The Customer also undertakes to actively co-operate with Alwaysdata for the activation and/or smooth running of the Service.

7.5. The Customer undertakes to take out insurance covering all risks associated with the operation of its/his/her Website and the use of the Service, in particular any indirect losses that may be caused. The Customer also undertakes to inform Alwaysdata, as swiftly as possible, of any claim, complaint or legal action directly or indirectly connected to the provision of the Service and/or the website, by letter sent by registered post with acknowledgement of receipt.

7.6. The Customer shall provide and/or confirm its/his/her contact details (surname, first name, postal address, email address etc.) for each order. The Customer is under an obligation to always provide personal data that is accurate, true and genuine in all respects.

If the Customer provides information that is clearly false, inaccurate or bogus, Alwaysdata will suspend or even terminate, without prior notice, the Services ordered by the Customer causing a permanent deletion of the Data and the closure of the relevant Customer account, and in such a case, the Customer may not claim any credit note, refund or compensation for the loss sustained by the Customer or any third party.

7.7. The Customer is also informed that within the framework of the performance of the one or more Services, Alwaysdata may ask the Customer to provide it with a copy of a form of identification matching the information stated in the Customer's profile, especially if the User Credentials are lost.

If the Customer fails to produce such a document within the prescribed time, Alwaysdata will suspend or even terminate, without prior notice, the Services ordered by the Customer causing a permanent deletion of the Data and the closure of the relevant Customer account, and in such a case, the Customer may not claim any credit note, refund or compensation for the loss sustained by the Customer or any third party.

7.8. Alwaysdata may conduct targeted surveillance operations, from time to time, in relation to the use of the Services and, where applicable, prevent access to the Services, for control and security purposes and in order, primarily, to avoid any weakening of the security of the Infrastructure, the System Resources or the Servers.

8. Communications between the Parties - Correspondence - Enforceability of Electronic Documents

Unless otherwise specifically provided in these Standard Terms or the Special Terms or otherwise instructed by Alwaysdata, correspondence may only be sent between the Parties electronically, through the Admin Area following the procedures supplied by Alwaysdata.

The Parties expressly agree that the information and data taken from the IT system of Alwaysdata and/or its partners are to be treated as written proof within the meaning of Article 1316-1 of the French Civil Code (*Code Civil*) and that the connection between this data and the relevant Party will be presumed until proven otherwise.

Accordingly, they are admissible as evidence between the Parties and are binding on them in the same manner, on the same terms and with the same probative value as any written document signed in paper form by the Parties.

The same will apply, in particular, to data and emails exchanged between the Parties using their email addresses and to the usernames and passwords used by the Customer to access the Admin Area, manage it and validate Purchase Orders, etc.

If the Customer is a private individual, the Customer expressly acknowledges and accepts that his/her consent, in particular, to the collection, processing, retention and archiving of his/her personal data, as provided for in Clause 16 hereof, may be proven by producing information and data taken from the IT system of Alwaysdata or its partners.

Lastly, mails exchanged between the Parties will be deemed to have been validly received upon their dispatch, unless proven otherwise. Likewise, the usernames and passwords will be deemed to have been used by the Customer.

9. Intellectual Property Rights

9.1. Any software that may be made available to the Customer as part of the Service will remain the exclusive property of Alwaysdata and/or the respective publishers, in particular as regards the associated intellectual property rights. Accordingly, the licences granted as part of the Service may not be treated, in any circumstances whatsoever, as an assignment of the intellectual property rights in the Software made available to the Customer.

9.2. Alwaysdata hereby grants the Customer, for the duration of the Service, a non-exclusive, non-transferable and strictly personal licence to use the Software made available as part of the Services signed up for by the Customer. The Customer may only use the Software for the use of the relevant Service. Unless otherwise provided, Alwaysdata and/or the publisher are deemed to retain the right to modify and correct the Software.

9.3. If the Service involves the use of external software, the terms of the licences granted by the relevant publishers will apply in addition to the terms hereof. In this respect, Alwaysdata may not grant the Customer more extensive rights than under the publisher's licence, in any circumstances whatsoever.

9.4. The Software provided as part of the Service will be delivered “as is” and without any warranty of any kind from Alwaysdata, in particular as regards the suitability of the features of the said Software for the Customer’s needs and requirements, non-interruption or its error-free nature, correction of defects, bugs etc. The Parties expressly agree that the warranty set out in Article 1641 of the French Civil Code does not apply for the Software.

9.5. Given the technical and economic developments specific to software publishing businesses, the Customer unconditionally acknowledges and accepts that Alwaysdata is not responsible for end-of-life, support or the Software upgrade policy of the relevant publisher, that Alwaysdata reserves the right to replace a piece of Software with equivalent Software (as regards the available features) for the purpose of the Service and that Alwaysdata reserves the right to update Software, in order to install a new version. None of the foregoing may be treated as a ground for the termination of the Contract and/or the relevant special terms or give rise to any refund, credit note or compensation for the Customer.

9.6. If the Software is discontinued by the relevant publisher, for any reason whatsoever (cessation of trading, instigation of collective insolvency proceedings, technical incident etc.) and may not be replaced, Alwaysdata shall inform the Customer as swiftly as possible.

9.7. The Customer undertakes not to use the Software for any purpose other than the Service, as described in the Purchase Order, on the Alwaysdata website and the corresponding Special Terms. Unless otherwise specifically provided in the corresponding special terms, the Customer undertakes not to copy, reproduce, display, adapt, modify or decompile, in any manner whatsoever, the Software and/or the corresponding documentation, if any.

9.8. The Customer’s Data hosted on the Server will remain the exclusive property of the Customer and Alwaysdata may not issue any type of challenge to this property right.

9.9. Alwaysdata warrants to the Customer that it will not access the Customer’s Data without the Customer’s prior express permission and accordingly, agrees not to in any way exploit and/or use it other than as justified by the performance hereof.

10. Alwaysdata’s Liability

10.1. Provision of the Service

10.1.1. Alwaysdata cannot warrant to the Customer the continuous and permanent availability of the Service. However, Alwaysdata shall use its best efforts to provide the Service, subject to periods of maintenance.

10.1.2. Alwaysdata reserves the right to interrupt the Service for maintenance and/or improvement work on the Service. The Customer will be given prior notice of these Service interruptions, whenever possible for Alwaysdata, and they must be conducted, to the extent possible, at the times causing the least disruption to the Customer’s use of the Services. However, in urgent situations, Alwaysdata reserves the right to partially or completely suspend the Service, for a reasonable time, in order to conduct any technical operation required. The Customer will not be entitled to claim any compensation for these Service interruptions.

10.1.3. If the Service is unavailable due to technical problems to be resolved by Alwaysdata, Alwaysdata shall use its best efforts to resolve the problem or problems as swiftly as possible, as of written notice given to Alwaysdata by the Customer, through the Admin Area only, provided that:

- (i) The Customer describes the problems encountered as accurately as possible;
- (ii) The said problems are reproducible;
- (iii) The Customer collaborates fully with Alwaysdata;
- (iv) The said problems were not caused by the Customer's misuse of the Service and/or the Data and/or the website.

10.1.4. Alwaysdata disclaims all liability for any Service interruption and/or problems caused by:

- (i) The Customer breaching or failing to fulfil any one of its/his/her obligations under the Standard Terms or the Special Terms or the instructions given by Alwaysdata;
- (ii) The defective functioning or inappropriate use of the means of access to the Service used by the Customer and/or an inappropriate use of the Service by the Customer;
- (iii) Force majeure events;
- (iv) Events caused by acts or omissions of third parties such as, by way of example, downtime or malfunction of the services provided by telecommunications operators and/or electricity lines or acts, omissions or errors by the appropriate authority;
- (v) Malfunction of the terminals or other communication systems used by the Customer;
- (vi) The Customer's own acts or omissions.

10.1.5. Alwaysdata shall use its best efforts to ensure the continuity of the Services. However, given the complexity of hosting services and the specific circumstances in which hosting service providers work, Alwaysdata is only subject to a best efforts obligation under these Standard Terms and the Special Terms.

Accordingly, Alwaysdata may not be held liable for any lateness or problems affecting the delivery of emails or computer data, lost data, problems with access or refused access, slow connections or any other technical problems caused by circumstances and/or technical intermediaries external to Alwaysdata.

Moreover, the Customer undertakes to carry out any operation requested by Alwaysdata as swiftly as required, including the reinstallation and/or reconfiguration of its/his/her service.

The Customer will be given prior notice thereof, in its/his/her Admin Area. The Customer will also be provided with general information on the Alwaysdata website and/or in its/his/her Admin Area. The Parties agree that Alwaysdata will not be responsible for carrying out any of these (re)configuration operations for the Customer and will not bear any of the costs associated with these operations.

10.1.6. Alwaysdata may not be held liable for any direct or indirect losses sustained by the Customer, directly or indirectly caused by the performance or improper performance of the Services, such as, as an indication only and as a non-exhaustive list, lost turnover, lost customers, lost profit, lost computer data or non-pecuniary losses etc.

10.1.7. IT IS AN ESSENTIAL AND DETERMINATIVE CONDITION OF THESE STANDARD TERMS THAT IF

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ALWAYSDATA IS HELD LIABLE HEREUNDER, THE CUSTOMER MAY ONLY CLAIM THE COMPENSATION SET OUT IN EACH SET OF SPECIAL TERMS FOR ANY ONE CLAIM, AS ITS TOTAL LIABILITY FOR ALL TYPES OF LOSS. ALL OTHER TYPES OF COMPENSATION AND/OR DAMAGES AND/OR PAYMENTS OF ANY KIND ARE THEREFORE EXPRESSLY EXCLUDED BY ALWAYSDATA AND THE CUSTOMER EXPRESSLY AND IRREVOCABLY AGREES TO THE FOREGOING BY ITS/HIS/HER ELECTRONIC ACCEPTANCE OF THESE STANDARD TERMS AND THE SPECIAL TERMS ASSOCIATED WITH THE ONE OR MORE SERVICES SELECTED BY THE CUSTOMER.

10.1.8. The Parties agree that the provisions of this clause are binding on Alwaysdata and on any company that assumes control of Alwaysdata within the meaning of the provisions of Article L. 233-1 *et seq.* of the French Commercial Code and all companies to which it may transfer all or any part of the rights and/or obligations arising under the Contract.

10.2. Liability as a Technical Intermediary

The Customer acknowledges that it/he/she is solely and exclusively liable for the activities directly or indirectly carried out through the Service or that may be connected thereto.

Alwaysdata disclaims all liability for any dispute, complaint, claim, challenge, award or proceedings etc., of any kind whatsoever, directly or indirectly connected to the use of the Services for unlawful purposes or in breach of any one of the Customer's obligations under these Standard Terms and the Special Terms.

Accordingly, the Customer represents that it/he/she fully accepts all legal obligations arising from the ownership of its/his/her services and no claim may ever be threatened or issued against Alwaysdata in this respect, for any reason whatsoever, including in the event of a breach of the laws or regulations applicable to the Customer's services.

If the Customer fails to fulfil the obligations set out in these Standard Terms or the Special Terms, and in particular if the Customer runs any business that could incur civil and/or criminal liability, Alwaysdata will be entitled to disconnect and/or interrupt the Customer's services, with immediate effect and without any prior formal notice, and to immediately terminate the Contract, as of right, without prejudice to any damages that Alwaysdata may be entitled to claim.

The Customer undertakes to directly pay the person issuing the claim any sums that person claims from Alwaysdata. The Customer also undertakes to join, at Alwaysdata's request, any proceedings issued against Alwaysdata and to hold Alwaysdata harmless from and against any awards that may be made against it in the proceedings. Accordingly, the Customer undertakes to be personally responsible for any claims and/or proceedings, regardless of their form, purpose or nature, that may be issued against Alwaysdata, connected to the Customer's obligations under this Contract.

The Customer unconditionally agrees that in the event that Alwaysdata's liability is directly or indirectly incurred in its capacity as a technical intermediary by any person or entity whatsoever, Alwaysdata reserves the right to take any administrative and/or technical steps to allow it to protect its interests and/or fulfil its obligations.

10.3. Exclusion of Liability

Alwaysdata cannot guarantee the availability of the Customer's Website and/or access to the

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Customer's Data from the Server in the following situations:

- in the event of a defective development of the Customer's Website (miscoded website, presence of critical or non-critical errors, etc.);
- in the event that the Customer exceeds the maximum storage space made available to the Customer on the Server (as stated in the Purchase Order).

Alwaysdata may not be held liable for any minor problem affecting the use of the Software made available to the Customer, as a result of which:

- the Customer's Data hosted on the Server is not backed up for more than 24 hours, if this failure does not cause or has not caused the Customer to sustain any direct loss;
- non-critical errors occur in the Admin Area, if the hosting of the Customer's Data on the Server and the remote access to this Data has remained or remain possible despite these errors.

11. Technical Provisions

The Customer is informed that Alwaysdata will not provide it with any devices and/or equipment.

The Customer acknowledges and accepts that it will not be granted any access to any server, computer or Infrastructure etc. at the relevant data centre or those hosted at partner companies and that the latter remain the full and exclusive property of Alwaysdata.

The Customer acknowledges and accepts that it/he/she may not have recourse to (and/or use) DNS servers and, more generally, configurations and/or IT systems other than those supplied by Alwaysdata without incurring its/his/her liability. In such a case, Alwaysdata may not have the technical resources to effectively repair any failure reported on the relevant server.

In such circumstances, Alwaysdata disclaims all liability for any downtime of the Customer's Website and/or if the Customer is unable to access its/his/her Data.

12. Suspension - Termination - Expiry

12.1. Unless otherwise provided in these Standard Terms or the relevant Special Terms, if the Customer fails to fulfil any one of its/his/her obligations, Alwaysdata reserves the right to suspend the Service, by giving a period of prior notice that is reasonable in the relevant circumstances, until the Customer has fulfilled its/his/her obligations in full.

12.2. If the Customer fails to pay for an ordered Service, including cases in which an online payment is cancelled or refused, Alwaysdata shall inform the Customer of this demand within 30 days following the date on which the non-payment was discovered, ordering the Customer to make the payment as swiftly as possible. Alwaysdata reserves the right to suspend the Service until the price has been paid in full for an additional period of 30 days. Thereafter, if the Customer fails to pay by the end of this period, Alwaysdata reserves the right to terminate this Contract, as of right, with the consequences set out in Clause 13 (Backup and Deletion of the Customer's Data - Warning).

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12.3. The Service will be automatically suspended if the Customer deliberately declares inaccurate information or information from doubtful sources, if the Customer deliberately fails to update the information supplied to Alwaysdata, in particular the User Credentials or if the Customer fails to reply to Alwaysdata's requests, in particular in relation to the accuracy of the information supplied by the Customer.

12.4. Unless otherwise specifically provided, if a Party fails to fulfil its/his/her obligations, the other Party may terminate this Contract as of right, by letter sent by registered post with acknowledgement of receipt, fifteen (15) days after formal notice with which the defaulting Party fails to comply. In such a case, the Contract will be terminated, without prejudice to any damages that may be claimed from the defaulting Party and the Customer may not claim any refund or compensation for the loss sustained by the Customer or any third party.

12.5. If the Customer uses the Service in breach of the terms of Clauses 7.1 (Compliance of the Customer's Website), 7.2 (Editorial Control), 7.3 (Integrity of the Information System) or 9 (Intellectual Property Rights) hereof, the Customer will be deemed to be in serious breach of its/his/her contractual obligations, authorising Alwaysdata, at its own discretion, to:

- i) Suspend the Service and/or access to the Admin Area at any time - merely after sending notice by Email - until the Customer complies with its/his/her obligations, and/or,
- ii) Give the Customer formal notice to comply with its/his/her obligations, and/or,
- iii) Terminate this Contract, as of right, without prejudice to any damages for direct and/or indirect losses that Alwaysdata may claim.

Alwaysdata also reserves the right to sue the Customer for compensation for the direct and indirect loss caused to Alwaysdata by the Customer.

The Customer will not be entitled to any compensation for any suspension, termination or deactivation of the Service on the ground of the Customer's breach, in particular in the circumstances set out in this clause, and will not be entitled to any refund.

13. Backup and Deletion of the Customer's Data - Warning

13.1. Backup of the Customer's Data

Alwaysdata recommends that the Customer back up the Data hosted on Alwaysdata's Servers as often as possible.

13.2. Deletion of the Customer's Data

WARNING: IF THIS CONTRACT IS TERMINATED FOR ANY REASON WHATSOEVER OR EXPIRES, THE CUSTOMER'S DATA WILL BE PERMANENTLY DELETED FROM ALWAYSDATA'S SERVERS. THE CUSTOMER WILL BE INFORMED BY EMAIL, AT FREQUENT INTERVALS, OF THE DATE OF THE PERMANENT DELETION OF THE DATA FROM THE SERVER.

THE CUSTOMER SHALL BE RESPONSIBLE, WITHIN THE PRESCRIBED TIME - NO LESS THAN 24 HOURS BEFORE

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THE DEADLINE, FOR RETRIEVING ALL OF ITS/HIS/HER WEBSITE AND DATA DIRECTLY. FAILING THIS, ALWAYSDATA WILL PERMANENTLY DELETE THESE ITEMS WITHOUT INCURRING ITS LIABILITY, IN ANY MANNER WHATSOEVER.

14. Cancellation Right - Waiver - Absence

Pursuant to Article L. 121-21 of the French Consumer Code, Consumer Customers are informed that they have a period of 14 (fourteen) days, commencing on the date on which they register on the Alwaysdata website, in which to exercise their cancellation right, without having to give any reasons and without any charge.

To this end, Consumer Customers must inform Alwaysdata of their decision to cancel by filling in the cancellation form and then sending it to Alwaysdata before the end of the period of fourteen (14) days, or by sending it any other clear declaration expressing the Customer's decision to cancel within the same period.

The cancellation form or the clear declaration of cancellation must be sent to the following address:

ALWAYSDATA
Service des Relations Clients
62 Rue Tiquetonne, 75002 Paris
Email: serviceclient@alwaysdata.com

Where necessary, Consumer Customers shall return or send back any materials that may have been received following registration, to the postal address set out above, without undue delay and no later than fourteen (14) days after the communication of the Customer's decision to exercise the right to cancel.

Alwaysdata shall refund to the Consumer Customer the fees paid for his/her registration within the statutory maximum period of fourteen (14) days, commencing on the date of receipt of the decision to cancel notified by the Consumer Customer.

Pursuant to Articles L. 121-21-5 (para. 1) and L. 121-21-8-1° of the French Consumer Code and to the extent that the contractual relationship falls within the scope of the provision of an electronic Service, Consumer Customers will have no right to cancel if they start using the Service before the end of the period of fourteen (14) days following registration.

Accordingly, the Consumer Customer expressly waives his/her right to cancel in such a case, by the electronic acceptance of these Standard Terms and the Special Terms associated with the Services selected by the Consumer Customer.

15. Force majeure

Any event beyond a Party's control, that the said Party could not reasonably be expected to have made provision for, will constitute a force majeure event and will accordingly suspend the Parties' obligations. The Parties contractually agree between them that any damage originating from or caused by the following will be treated as a force majeure event, without limitation: a strike (EDF, telecommunications operators, registries, NIC and other authorities etc.), power cuts (for example, electricity cuts), a failure in the telecommunications network used by Alwaysdata and/or any

networks replacing it, a civil or international war, riots or civil uprisings, attacks, volcanic eruptions, tsunamis, strike, riot, war, storm, earthquake, loss of Internet connection, etc.

However, if the suspension lasts for more than one (1) month, each Party reserves the right to immediately terminate these Standard Terms, as of right, without any entitlement to compensation and without any prior notice, after sending notice of termination by registered post with acknowledgement of receipt.

16. Personal Data Protection

16.1. Pursuant to French Data Protection Act No. 78-17 of 6 January 1978 as subsequently amended, the Customer has the right to access, modify and delete the Customer's personal data and to object to the processing thereof. The Customer may exercise this right by sending an email to the following address: contact@alwaysdata.com.

Alwaysdata will manage the personal data in accordance with the provisions of the "Legal Notices" section of the Alwaysdata website (<http://www.alwaysdata.com>) and the Customer is invited to consult these provisions.

16.2. Without prejudice to the provisions of Clause 16.4 hereof, Alwaysdata will not disclose or communicate any personal data to third parties without the Customer's explicit consent. However, Alwaysdata may be released from this requirement if it is required to make such a disclosure or communication by law or if it is convinced, in utmost good faith, that such an action is required in accordance with the provisions of the Legal Notices section of the Alwaysdata website (<http://www.alwaysdata.com>).

16.3. The Customer agrees to the collection and processing of its/his/her personal data within the framework of this Contract.

16.4. The Customer agrees that Alwaysdata may transfer its/his/her personal data, for the purposes of the performance of the Service, to Alwaysdata's providers and the call centre used by Alwaysdata to receive telephone calls from Customers.

17. Amendments to the Standard Terms and/or the Special Terms

The Customer is informed that these Standard Terms and the provisions of the Special Terms may be amended at any time. Alwaysdata shall inform the Customer of any amendment to these Standard Terms or the Special Terms at least one (1) month prior to the effective date of the amendment. Any Customer refusing these amendments may either terminate the Service within no more than one (1) month of the notice given or ask Alwaysdata to continue to apply the former standard terms of service until the expiry of the Customer's contract. Thereafter, the Customer will be deemed to have accepted the amendments.

Alwaysdata reserves the right to change the characteristics of the Service at any time, without effecting material changes. In such a case, Alwaysdata shall inform the Customers of these changes fifteen (15) days prior to the effective date thereof.

18. Entire Agreement

The provisions of these Standard Terms express the entire agreement reached between the Customer and Alwaysdata. They prevail over any proposal or exchange of letters before or after the conclusion hereof and also over any other provisions set out in the documents exchanged between the Parties in relation to the subject matter of the Standard Terms, subject to any supplemental agreements duly signed by the representatives of both Parties.

19. Severability

If one or more provisions of these Standard Terms are considered to be invalid or held invalid under a law, regulations or following a final judgment issued by an appropriate court, the other provisions of these Standard Terms will remain in full force and effect.

Where applicable, Alwaysdata undertakes to immediately delete and replace the said clause by a legally valid clause.

20. Headings

If interpretation problems are encountered between the headings and chapters of any given clause and any one of the clauses, the headings should be disregarded.

21. No Waiver

If a Party fails to enforce a provision of these Standard Terms or the Special Terms on a temporary or permanent basis, this may not be treated as a waiver of the rights held by the said Party. Any exchange of correspondence, written documents or emails etc. may not be treated as amending the provisions of these Standard Terms or the Special Terms, subject to any supplemental agreements duly signed by the Parties or their representatives.

22. Subcontracting

The Customer expressly authorises Alwaysdata to subcontract all or any part of the services set out herein.

Unless otherwise agreed in writing by Alwaysdata in advance or in a special agreement, the Customer is not authorised to transfer all or any part of the rights and obligations under these Standard Terms or the Special Terms, and in particular may not allow third parties to receive all or any part of the benefit of the Service, unless otherwise provided.

23. Business References

The Customer expressly authorises Alwaysdata to refer to the Customer and/or the corresponding website as a business and/or advertising reference. Alwaysdata may refer to the Services provided to the Customer in connection with any advertising or events and at specialist professional conferences and in specialist professional publications, and also in its sales documents and/or its brochure.

24. Jurisdiction - Governing Law

These Standard Terms are drawn up in French and the French version will prevail over any other versions translated into another language.

In the event that problems are encountered with the interpretation and/or implementation of these Standard Terms or the Special Terms, the Parties agree to use a pre-action procedure before issuing legal proceedings.

THE PARTIES EXPRESSLY AGREE THAT ANY DISPUTE THAT MAY ARISE IN CONNECTION WITH THESE STANDARD TERMS OR THE SPECIAL TERMS, THEIR INTERPRETATION AND THEIR CONSEQUENCES OR WITH ANY INSTRUMENTS SUPPLEMENTING OR AMENDING THEM, WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE APPROPRIATE COURTS IN THE PARIS JUDICIAL DISTRICT, EVEN IF THE CASE INVOLVES MULTIPLE DEFENDANTS, THIRD-PARTY CLAIMS FOR INDEMNITY, EXPEDITED APPLICATIONS OR EXPERT ASSESSMENTS.

French law is the only law applicable to these Standard Terms and the additional Special Terms.