

TERMS AND CONDITIONS OF USE OF THE MYCOMPANYFILES SERVICE

Valid as of November 18th 2011

MYCOMPANYFILES, société par action simplifiée (a simplified share company) with a capital of 25,000 EURO, whose head office is located at 24B Boulevard Verd de Saint Julien 92190 Meudon, being registered at the RCS de Nanterre (Nanterre Companies Registration Office) under the unique identification number, 537 687 659, represented by its legal representative, residing at the aforementioned head office, is a provider of value-added communications and IT-focused services/value-added communications and cloud-based services, having developed a hosted electronic document sharing and marketing/corporate communication solution.

As such, MYCOMPANYFILES offers an electronic document sharing and marketing/corporate communication service, access to which any subscribing client may share in turn with any end customer of their choosing, according to the terms and conditions of use (hereinafter referred to as the 'service').

These terms and conditions of use are available in French and English and may be downloaded and printed by the End Customer at any time.

SECTION 1 – DEFINITIONS

In these Terms and Conditions of Use, the terms below are to be understood as follows:

CLIENT: refers to the legal or natural person who has signed up to the MYCOMPANYFILES service for their own use.

END CUSTOMER: refers to the legal or natural person who interacts with the Client through the MYCOMPANYFILES service.

MYCOMPANYFILES SERVICE: refers to the provision of a hosted electronic document sharing and marketing/corporate communication solution.

MYCOMPANYFILES SERVICE OPTIONS: refers to the additional MYCOMPANYFILES service package options as defined in the special conditions contained in annex A.

SERVICES CONTRACT: refers to these terms and conditions of use and their annexes for the provision of the MYCOMPANYFILES service as agreed between the Client and MYCOMPANYFILES.

PARTIES: refers to both the Client and/or MYCOMPANYFILES.

SECTION 2 – PURPOSE OF THE CONTRACT

The purpose of this Contract is to define the conditions under which the End Customer will access the MYCOMPANYFILES service. The End Customer use the service under the ultimate legal liability of the Client. This service is used for the respective requirements of Client and End Customer.

2.1 The Client offers to provide the End Customer with a hosted electronic document sharing and marketing/corporate communication solution. Acting solely on its own initiative and being fully liable for this course of action, the Client grants the End Customer partial or complete access to the service provided to the Client by MYCOMPANYFILES by sending the End Customer an email inviting the latter to create a password.

MYCOMPANYFILES is not bound to carry out any service for the End Customer.

2.2 The MYCOMPANYFILES service is accessible via the Internet. MYCOMPANYFILES not being an internet service provider, the Client and the End Customer are responsible for arranging their own internet access.

2.3 The End Customer acknowledges and accepts that neither the Client, nor MYCOMPANYFILES can be held liable for problems arising out of internet access issues or problems linked to any other infrastructure that the End Customer or the Client uses in order to connect to the Service. Under no circumstances whatsoever may MYCOMPANYFILES be held liable on these grounds.

SECTION 3 – RULES GOVERNING ACCESS TO THE SERVICE

In order to log on to the service, the End Customer must have received their 'activation key' in an email sent to them by the Client. This will contain a link to the www.mycompanyfiles.fr website (sample address: <https://customer.mycompanyfiles.fr/xxxx>).

By clicking on the link, the End Customer gains access to the 'https://customer.mycompanyfiles.fr' website.

The End Customer will be requested to do the following on the login page:

- Choose a password;
- Confirm that their login corresponds to the email address that they sent to the Client;
- Validate and accept these printable, downloadable terms and conditions of use by ticking the relevant box;

A new page will enable the End Customer to check the information pertaining to them, ensuring that it is accurate, whether this information was entered by the End Customer or the Client. The End Customer may then:

- Return to the previous page to correct the form;
- Give their definitive accord to this contract and access the service by clicking 'I accept'

When relevant, a reminder of the Client's professional and ethical responsibilities and duties will be displayed, with a link to the regulations and codes of practice, including the aforementioned rules in order that the End Customer can access these regulations whenever they want.

SECTION 4 - THE OBLIGATIONS OF THE PARTIES

The services laid down in this Contract require active cooperation between the End Customer and the Client, as well as between the Client and MYCOMPANYFILES. Further to this, a common approach must be adopted and an ongoing exchange of information established in order to avoid incidents that might be prejudicial to the interests of the Parties.

4.1 MYCOMPANYFILES' OBLIGATIONS

MYCOMPANYFILES' contractual relationship is directly with the Client. No contractual relationship exists between the End Customer and MYCOMPANYFILES. As a result, MYCOMPANYFILES has no legal obligations to discharge in relation to the End Customer.

4.2 THE END CUSTOMER AND THE CLIENT'S SHARED OBLIGATIONS

The Client and their End Customer(s) have sole responsibility for the content of and the use made of the storage space allocated to them by MYCOMPANYFILES. The latter cannot be held responsible for the editorial or any other content-related element therein.

The Client and the End Customer confirm that they hold all intellectual property rights to the content stored in the space allocated to it by MYCOMPANYFILES and confirm that none of this content or any constituent part thereof infringes the rights of any third party.

Therefore, the End Customer will hold harmless and defend the Client and MYCOMPANYFILES against any action that may be brought against the Client or MYCOMPANYFILES on the grounds of, in particular, the content stored in the MYCOMPANYFILES storage solution by the End Customer, or of any material published via the MYCOMPANYFILES service, which might result in legal action based upon the infringement of intellectual property rights or violation of a personal right such as personality/publicity rights, libel, smears, any violation of the law and any infringement of the rights of any third party.

The End Customer will also hold harmless and defend the Client and MYCOMPANYFILES against any action that might be brought on the grounds of the infringement of intellectual property rights relating to visual/graphic designs supplied by an external service provider or created by the Client or one of their agents or representatives.

The End Customer undertakes to address all its requests exclusively to the Client.

4.2 THE CLIENT'S OBLIGATIONS

The Client undertakes to take responsibility for any other claims and/or proceedings of any kind brought by the End Customer.

To this end, the Client undertakes to act as the sole point of contact and co-contracting party in relation to MYCOMPANYFILES. These terms and conditions of use do not in any way constitute a contractual chain.

SECTION 5 - SERVICE AVAILABILITY

5.1 The service is available 24 hours a day, 7 days a week, subject to periods of maintenance and force majeure events.

5.2 MYCOMPANYFILES and/or the Client may suspend the service on rare occasions for maintenance and/or improvement work without compensation. Any suspension of service scheduled to last more than one hour must be reported by MYCOMPANYFILES on the internet site's access home page twenty four (24) business (worked) hours in advance. The Client bears sole responsibility for any suspension of service that it has brought about.

SECTION 6 – LIABILITY

The Parties acknowledge that the provisions of this clause are a crucially important part of this Contract and that the price agreed upon reflects the distribution of risk between the Parties and the limitation of liability that results.

The Parties expressly agree that MYCOMPANYFILES may only be held liable in the event of proven fault, it being understood that MYCOMPANYFILES will not be held liable for the actions or behaviour of the Client or the End Customer or one of their representatives or agents.

6.1 The Client undertakes to perform the Services entrusted it by the End Customer in the framework of the Contract with the utmost of care. As such, the Client has a duty towards the End Customer to deploy all means recognized as being necessary, in accordance with best industry practice, to meet the objectives assigned to it under this Contract.

6.2 It is for the End Customer to produce proof of any failing committed by the Client in order to file a liability claim against the latter.

6.3 MYCOMPANYFILES may not be held liable for any damages, direct or indirect, suffered by the End Customer and originating with or being a consequence of the Contract. The End Customer may only take legal action against the Client who granted them access to the Service.

6.4 The Client takes sole responsibility for the risks and consequences entailed by their provision of services. In this framework, the Client bears sole responsibility for the use of the Service, notably in the communication of data to MYCOMPANYFILES, or loss arising from insufficient training being given to its employees or its End Customers. The Client must strictly adhere to the guidelines on procedures and operating methods that they have received.

6.5 As the Service does not offer any guarantees with regard to the backing up or the checking of data, the End Customer bears sole responsibility for the integrity and secure storage of any data - whether this relates to content, quality, format or compliance with any relevant legislation - that is stored using the service, uploaded, downloaded or distributed by them or their End Customer, as well as for the use that this data is put to, whether by the Client, the End Customer, or third parties.

6.7 The Client is responsible for the use made of the Service by its representatives, agents and End Customers, and undertakes to ensure all provisions of this Contract are complied with.

Under no circumstances will MYCOMPANYFILES be held liable in the event of: fault, negligence, omission or default on the part of the Client or their End Customer, whether through the communication of inaccurate information or incomplete or inaccurate documentation, the transmission of computer viruses, the incorrect/improper use of hardware or software, non-compliance with guidance offered; availability issues relating to the Client's and/or End Customer's computers or employees; the Client's non-compliance with the technical prerequisites; force majeure events; events or incidents outside MYCOMPANYFILES' control; fault, negligence or omission on the part of a third party over whom MYCOMPANYFILES has no supervisory or monitoring powers.

6.8 Compatibility with hardware belonging to the Client and their End Customers

MYCOMPANYFILES offers no guarantee that the server hosting the Service is virus-free, nor can it guarantee a complete absence of technical problems such as could lead to damage to the Client's and/or End Customer's computer or any data stored upon these computers.

MYCOMPANYFILES may not be held liable in the event of damage or loss resulting from the unsuitability or incompatibility of the Client's and/or End Customer's computer equipment with regard to any aspect of the MYCOMPANYFILES Service.

The Client and/or End Customer is solely responsible for ensuring they have installed anti-virus software, a backup facility and an IT security solution to protect their information system and data.

6.9 Third party intrusion and computer fraud

MYCOMPANYFILES may not be held liable in the event of damage resulting from third party intrusion that results in the modification of information or data uploaded by or exchanged between the Client and their End Customers in the framework of the Service.

Accordingly, the Client and their End Customers undertake to notify MYCOMPANYFILES of any attempt to use the site for fraudulent purposes and to refrain from seeking to jeopardise the integrity or operational performance of the site.

MYCOMPANYFILES may not be held liable for any damage, direct or indirect, arising as a result of someone accessing or being unable to access this site because of the fault of a third party, in particular, because of an act of computer hacking, regardless of the cause, origin, nature or consequences thereof. MYCOMPANYFILES reserves the right to suspend access to its Service and content at any time in the event of any attempt, successful or otherwise, to use this access for fraudulent purposes.

SECTION 7 - CNIL

The Client undertakes to carry out all the administrative formalities required in order to use the files and data in its ownership, including registering personal data files with the CNIL, in accordance with the provisions laid down by the loi du 6 janvier 1978 (law of 6th January 1978). The right of access regarding these files will be exercised directly through the Client.

SECTION 8 – OWNERSHIP

8.1 This Contract does not imply the transfer of ownership from one Party to another. Each Party will retain ownership over software, as well as the working methods, expertise and tools pertaining to them and/or which have been employed to perform their contractual services or which were included as part of these services against payment or free of charge. In the absence of written agreement to the contrary, MYCOMPANYFILES will retain ownership of all elements created for the performance of this Contract.

8.2 MYCOMPANYFILES affirms that it possesses the rights and/or permissions relating to the hardware, software and software packages that are required to supply the Client with the services covered by this Contract.

8.3 In turn, the End Customer affirms that it possesses the rights and permissions that are required to use the files and data that are uploaded or exchanged via the MYCOMPANYFILES service in line with the provisions of this Contract.

8.4 Even if the End Customer does not necessarily own this data, it is reserved for the End Customer's sole use and the End Customer has sole responsibility for the possession and use of this data. This data is protected by provisions relating to confidentiality and data protection. This data may under no circumstances be used by MYCOMPANYFILES, unless it is required to do so by law, for instance, in the event of an order to disclose information being issued by a competent legal authority.

8.5 The Client and their End Customers are prohibited from performing any kind of decompilation, 'reverse engineering', substantial copying, exact reproduction or any other kind of counterfeit/pirating of the MYCOMPANYFILES Service or its operational features, graphic/visual designs, the general appearance of the website, www.mycompanyfiles.fr, or of MYCOMPANYFILES' logos, software, trademarks/names and elements covered by copyright.

SECTION 9 - FORCE MAJEURE

9.1 None of the parties may be held liable for any delay in the performance of one of their obligations arising as a result of them exercising one of their rights under the terms of this agreement if they can demonstrate that this delay was caused by a force majeure event, i.e. any extraneous cause that is unforeseeable and unavoidable.

9.2 Any party which, as a result of a force majeure event is unable to fulfil its obligations or exercise its rights, will notify the other party within 24 hours of it becoming aware of the event in question, stating the cause, nature, projected duration and foreseeable effects of the event.

9.3 Each party will notify the other party of the reasonable measures within its power that it intends to take to remedy the consequences of the said force majeure event in order to resume its temporarily interrupted performance of its contractual obligations as soon as possible.

8.4 If the force majeure event continues, or if the parties have been unable to overcome its effects by the end of the three month period starting from the date on which the event was flagged up by the party in question, each party will have the right to terminate this contract by operation of law by registered post with acknowledgment of receipt after having given fifteen (15) days' notice of their intentions.

8.5 Specifically, force majeure events, besides those generally considered as such in French case law are defined as:
- general or partial strikes, whether occurring within the company in question or external to that company, lock-outs, adverse weather conditions, epidemics, interruption to the transport or supply system, irrespective of cause, earthquakes, fire, storms, floods, water damage, governmental or legal restrictions, legislative or regulatory changes affecting the business environment, computer failure, the interruption of telecommunications, and any other event beyond the control of the parties preventing due performance of this contract.

SECTION 10 – PUBLICITY

The Parties expressly agree that MYCOMPANYFILES has permission to cite the Client (name and corporate logo) as a customer reference, either to its Clients, prospective clients, the media or the general public.

SECTION 11 – CONFIDENTIALITY

11.1 Each Party undertakes to respect the confidential nature of all information and technical and/or commercial documentation issued by or concerning another Party, to which they had access during the negotiation and/or performance of the services covered under this Contract.

11.2 Each Party will take particular care to take all necessary steps to ensure confidentiality is respected by its staff and any third parties for whom this information and documentation is essential for the performance of the Services Contract.

11.3 This duty of confidentiality does not apply to information that: had entered the public domain by the date of it being sent to the receiving Party, or which will enter the public domain after this date, without negligence on the part of the receiving Party; information that is already known to the receiving Party at the time of its communication; information that is sent to the receiving Party with a written exemption of confidentiality from the divulging Party.

11.4 The Client is expressly forbidden, unless MYCOMPANYFILES has given its express permission for it to do so, from furnishing MYCOMPANYFILES-related technical elements and documentation to third parties. The Client undertakes to take all measures needed to ensure its staff comply with this duty.

11.5 This duty of confidentiality will remain in force after the termination or expiry of this Contract for a five (5) year period.

11.6 The parties undertake to respect and ensure their staff, corporate officers and subcontractors respect confidentiality with regard to, on one hand, information of any kind concerning the other party which they were able to obtain only through the signing or performance of this contract, with the exception of information having entered the public domain or information obtained from third parties by legitimate means, and on the other hand, confidentiality with regard to this contract, its annexes and any riders, with the exception of the duty to refer to the contract in order to ensure its performance.

SECTION 12 – DURATION

12.1 The duration of this contract is limited to the length of time for which the Client has a contractually binding undertaking with regards to MYCOMPANYFILES.

SECTION 13 – TERMINATION

13.1 In the event of a failure on the part of the Client and/or the End Customer with regard to their obligations laid down in the contractual documents, non-rectified inside a period of thirty (30) calendar days from receipt of registered letter with acknowledgement of receipt listing the failure in question, the other Party is entitled by operation of law to terminate the contract without prejudice to any claims for damages to which they may be entitled.

13.2 In the event of the declaration of suspension of payments by the Client, its entry into administration or winding up by decision of court, MYCOMPANYFILES may terminate the Contract by operation of law in accordance with the provisions of article L.621-28 of the code de commerce (French commercial code).

13.3 The rights and obligations that by their very nature remain active beyond the date of expiry or termination of this Contract (ownership, confidentiality issues etc.), will remain in force after this date, both for the Parties and their assignees, until their respective expiry dates.

SECTION 14 – EVIDENCE

14.1 Pursuant to article 1316-1 of the Code Civil (the French legal code), files, data, messages and records stored in the IT systems of each party will be admissible as evidence of the communications and agreements entered into by the parties, provided that the party from which they originate can be identified. They must be drawn up and stored in such conditions as will guarantee their integrity.

SECTION 15 – TRANSFER

15.1 This Contract, together with all its attendant rights and obligations, may be transferred by MYCOMPANYFILES, to any undertaking taking over all the assigning party's obligations.

SECTION 16 - GENERAL PROVISIONS

16.1 In the event that one of the contract's clauses is declared invalid or inapplicable, this clause is deemed nugatory and will not render the contract as a whole null and void. As a result, the Parties will modify the Contract, whilst conserving their original objectives with regard to the Contract and will take the necessary steps to render the contested clause legal, valid and enforceable.

15.2 The parties are not motivated by any kind of "affectio societatis" and the contract may not be interpreted as creating any kind of entity endowed with a legal personality in whatever capacity between the Parties.

16.3 In the absence of prior written agreement from the other Party or provision to the contrary in this Contract, each Party undertakes to refrain from soliciting any person employed by the other Party for the entire duration of this Contract and during the year following its expiry or termination. In the event of a breach of this obligation, the defaulting Party must pay the other Party compensation equal to the salary of the employee in question for the twelve (12) months that preceded their hiring away, including employer's social security contributions. This does not affect the right of the non-defaulting Party to demand compensation for the loss suffered as a result.

16.4 The fact that one or other of the Parties has not asked to exercise one or more of its rights contained in the terms of this Contract, or one or more clauses of the said Contract, whether on a permanent or temporary basis, in no way constitutes a waiver of the aforementioned rights or the aforementioned clauses, now or at any future time.

16.5 The headings of sections, subsections, annexes and tables of contents are only given for reference purposes and for the convenience of the user. They do not form an integral part of, nor are they relevant to the reading of the Contract.

16.6 The Parties, pursuant to the performance of this contract, confirm that they possess valid professional liability insurance cover with regard to their business activity and which provides adequate cover, taking into account the volume of activity likely to be experienced by the MYCOMPANYFILES website and the potential development of this activity.

16.7 For the purposes of the performance of this Contract, the Parties elect domicile at their respective registered head offices.

SECTION 17 - APPLICABLE LAW AND DISPUTES

17.1 This Contract is governed by French law.

17.2 In the event of disputes regarding the drawing up, performance and interpretation of the services covered under this Contract, the Parties agree to seek an amicable settlement, to be arrived at between the operational representatives of each Party, before resorting to legal action. In order to do this, the Parties must meet within fifteen (15) days of the receipt of the letter by registered post that details the contentious matter in question. If no agreement is reached at operational level, the Parties will bring the attention of their respective management teams to this dispute.

17.3 In the absence of an amicable settlement, the dispute falls under the exclusive jurisdiction of the Tribunal de Commerce de Nanterre, including in the event of emergency proceedings, third party claims or multiple respondents, unless contrary to law, public order or public policy, for example, when dealing with intellectual property-related matters.

NB This translation is for informational purposes only. The original French version of this document takes precedence.