



GENERAL TERMS AND CONDITIONS FOR REGISTRATION, RENEWAL, TRANSFER AND MANAGEMENT OF DOMAIN NAMES

NETIM SARL

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Registered under number 451 394 720 RCS LILLE

Represented by its manager: Bruno Vincent

Hereafter referred to as "NETIM"

Undertakes to fulfil a provision of service under the conditions stipulated below:

CLAUSE 1: DEFINITIONS

The following terms, whether used in singular or plural in these General Terms and Conditions for registration, renewal, transfer and management of Domain Names, hereafter referred to as "CG-ND", shall have the following definition:

- "Client": any individual, private corporation or public corporation benefiting from the NETIM® company's services for Domain Name registration, transfer and management.

- "Domain Name": Internet address, whatever its generic extension (gTLD – generic Top Level Domain: ".com", ".net", ".biz" etc.) or national extension (ccTLD - country code Top Level Domain: ".fr", ".be" etc.), generally registered by the NETIM® company with different Registrars and Registries or the Client's Domain Name managed by the NETIM® company.

- "Registry": registration unit for domain names with national extensions (ccTLD), such as the AFNIC (French association for cooperative internet naming) in France for the ".fr" extension.

- "Registrar": domain name registration unit certified to register domain names by a duly authorised entity, such as the ICANN for example.

- "Identification Elements": connection username ("login") and password ("password") sent by NETIM®, enabling access to the Services via the Manager Space.

- "Purchase Order": an order form which can be accessed on line on the NETIM® company's Website.

- "Manager": the Client's private secure control panel which can be accessed on line on the NETIM® company's Website (<https://netim.eu/manager>) concerning information relative to the registration services and/or management of Domain Names provided by the NETIM® company..

-"Whois Database": a search engine provided to NETIM® by one or more Registries which can be accessed by the Client on the NETIM® company's website and which is used to determine, by means of a search request, different information concerning a Domain Name, particularly its availability. This can be used to produce a Whois Extract.

-"Whois Extract": identification sheet for a Domain Name figuring information provided upon its declaration by its owner.

-"Naming Charter": any administrative regulation made by a Registry and applicable to Domain Name registration.

-"DNS": (Domain Name System) a database used to ensure the conformability between a domain name and an IP address.

-"Redirection": automatic redirection service used to redirect a Domain Name to an Internet address or URL (Uniform Resource Locator) determined by the Client and/or to redirect an electronic mail address associated to a Domain Name towards a different electronic mail address.

-"Extension": extension of the Domain Name of generic type (gTLD - generic Top Level Domain: ".com", ".net", ".biz" etc.) or of national type (ccTLD - country code Top Level Domain: ".fr", ".be" etc.)

CLAUSE 2: PURPOSE

2.1 These CG-ND define the terms and conditions under which NETIM® allows the Client to register, renew, transfer and manage one or several Domain Names. All registrations, transfers and renewals of Domain Names and more generally all operations relative to the Domain Name(s) imply the Client's full acceptance without reservation of these CG-ND.

2.2 These CG-ND can, where applicable, be complemented by Special Terms and Conditions CP-ND.

2.3 These CG-ND can also, where applicable, be applicable simultaneously to the General Terms and Conditions for Hosting CG-HM, each of which shall then be associated to the different services in question.

2.4 Acceptance and/or confirmation by the Client of a Purchase Order produced by NETIM® implies full acceptance of these CG-ND.

CLAUSE 3: DURATION

3.1 These CG-ND are entered into for a minimum period of one (1) year (unless a longer duration is selected by the Client upon creation of the Domain Name(s)) starting from the Client's payment of the price for the different services in question.

3.2 NETIM®'s service is renewed by tacit renewal for an identical duration, provided that the price is paid by the Client beforehand within the given time-limit, but it shall be subject to the currently applicable CG-ND, updated at the time of renewal.

CLAUSE 4: PRICE

4.1 Unless special clauses apply, all prices are expressed in euros and exclude VAT. The Client undertakes to pay costs due to NETIM® for creation, renewal, transfer or management, in compliance with the currently applicable rate at the time of its request, and to do so upon reception of the invoice from NETIM®.

4.2 Signing an agreement under these CG-ND does not imply the maintenance by NETIM® of a rate under the current conditions to the profit of the Client. The rates can be changed at any point in time without former notice for future services.

4.3 In the event of failure of the Domain Name's registration or transfer due to a fault on the part of the Client (particularly in the case of failure to comply with required procedures or time-limits, failure to provide documents, etc.), NETIM® may retain management fees equivalent to any expenses incurred.

4.4 NETIM® can process orders above 100 euros manually, which may delay the creation of the provision of the service which the Client hereby accepts.

CLAUSE 5: AVAILABILITY

5.1 The Client is responsible for carrying out all checks concerning the availability of the Domain Name that he wishes to register, as well as ensuring, under the conditions stipulated in clause 7 herein, that said Domain Name does not breach the rights of third-parties.

5.2 Information concerning the availability of a Domain Name in the Whois database is provided strictly for the purpose of reference only and does not represent a registration offer until confirmation of the registration is issued by NETIM®. The update of the Whois Database following the registration of a Domain Name is indeed subject to a response-time of varying length, depending on the Registrars and/or Registries.

5.3 Domain Name registration shall not be carried out until payment of the price in full has been cleared and received by NETIM®. The Client therefore assumes full responsibility for the registration by third-parties of its chosen Domain Name between the order being placed for said Domain Name and the clearance and reception of the corresponding payment by NETIM®.

5.4 NETIM® undertakes to proceed with, strictly subject to the availability of the ordered Domain Name(s), and as quickly as possible, the registration of the Domain Name with Registrars or Registries provided that:

- i) correct payment of the full price has been received by NETIM®
- ii) the Client has complied with the applicable Naming Charter and, where applicable, has provided, within the given time-limit, all documents duly completed and/or all information required for the registration or transfer of the Domain name.

5.5 If the Domain Name chosen by the Client is registered by a third-party before effective payment of the price has been cleared by NETIM®, NETIM® shall credit the Client's account with a credit note for the same sum that can be used with NETIM®.

5.6 In compliance with clause L.120-20-2, 1° of the French Consumer Code, the Client renounces the benefit of the terms of clause L.121-20 of the Consumer code particularly due to the fact that

- i) the registration, transfer, renewal, management or retrieval of its Domain name intervenes, except for specific cases, within seven (7) days
- ii) under all circumstances, the Domain Name represents a fully personalised service, it is chosen by the Client and registered by NETIM® with a Registrar or a Registry and NETIM® is not able to proceed with a cancellation.

CLAUSE 6: ACCESS TO SERVICES & MANAGER SPACE

6.1 Any order placed by the Client with NETIM® is formalised by the production of a Purchase Order summarising the characteristics of the Service to be provided by NETIM® and any additional options chosen by the Client. This Purchase Order is available at all times in the Manager. The acceptance / validation of the Purchase Order by the Client represents full acceptance by the Client without reservation or restriction of these CG-ND.

6.2 NETIM® shall send the Client an Acknowledgement of Receipt for the Client's order and shall process it as quickly as possible as soon as the Purchase Order has been validated and the sum corresponding to the price due by the Client has been cleared. NETIM® shall then send the Client the Identification Elements to enable it to access the Service(s).

6.3 When ordering the Service, the Client must provide different information such as its full contact details, for which it guarantees the correctness, sincerity and reliability at all times. During the creation, transfer or renewal of the Domain Name, the Client must provide various elements of information concerning contacts (owner, administrative, technical), as well as its full contact details, for which the Client guarantees the correctness, sincerity and reliability at all times.

6.4 To do so, the Client provides an email address. The Client is informed that these electronic mail addresses represent **the sole means of communication** between NETIM® and the Client, particularly for informing the Client of a request for payment for the renewal of its Domain Name.

6.5 It is therefore the Client's responsibility to notify NETIM®, at any point in time and as quickly as possible, as to any changes in its contact details, particularly for the email address, and to do so **exclusively** by means of the Manager. NETIM® cannot therefore be held responsible for a lack of conscientiousness on the part of the Client with regards the change of its contact details.

6.6 Access to the Manager and to the Service is only possible and authorised with the Identification Elements provided by NETIM®. The Client undertakes to keep the Identification Elements strictly confidential and undertakes not to disclose them to third-parties in any form whatsoever and not to use them other than for strictly personal use. The Manager is accessed under the sole responsibility of the Client. Access to the Manager with the Identification Elements entrusted to the Client is henceforth considered to have been carried out within the rights of the Client and under its sole responsibility.

6.7 In the event of loss, theft or any fraudulent act with regards the Identification Elements, it is the Client's responsibility to inform NETIM® as quickly as possible and to justify its identity using all appropriate means. Upon reception of this duly justified notification, NETIM® shall proceed with the modification of Identification Elements. NETIM® shall process the Client's request as quickly as possible and shall send the Client the new Identification Elements in return by electronic mail. The Client remains responsible for the use of the Service by third-parties until NETIM® has modified Identification Elements.

6.8 The Client is informed that information concerning its Domain Name figuring in the Manager can be different to the information included in the Whois Extract. It is subsequently the Client's responsibility to carry out, using its Manager if said Domain Name is registered or transferred with the NETIM® Registrar, the modifications of contact details in the Whois Database, NETIM® undertaking no responsibility on this account.

CLAUSE 7: CLIENT COLLABORATION

7.1 The Client undertakes to collaborate actively with NETIM®. The Client undertakes particularly to provide NETIM®, within the required time-limits, with all documents, information in its possession that is necessary for carrying out the services subject to this agreement. On account of its obligation to collaborate, the Client undertakes particularly to consult its Manager (<https://netim.eu/manager/>) regularly or more generally to consulting all information which it receives by electronic mail and to take stock of information concerning its Domain Name regularly.

7.2 The Client declares on this account to have acknowledged the special terms and conditions relative to the different Extensions subscribed with NETIM®:

- i) .COM .NET .ORG .BIZ .INFO .MOBI .NAME, in annexe A of these CG-ND
- ii) .FR, .ASSO.FR, .RE, in annexe B of these CG-ND
- iii) .BE, in annexe C of these CG-ND
- iv) .EU, in annexe D of these CG-ND
- v) .CH and .LI, in annexe E of these CG-ND
- vi) .LU in annexe F of these CG-ND
- vii) .CO.UK, .ME.UK, .ORG.UK, in annexe G of these CG-ND
- viii) .IT in annexe H of these CG-ND
- ix) .NL in annexe I of there CG-ND

CLAUSE 8: DECLARATIONS

8.1 The Client takes full responsibility for its chosen Domain Name. It declares that it shall register and use the Domain Name in compliance with currently applicable legislation and for strictly lawful purposes only.

8.2 By requesting the registration of a Domain Name, the maintaining of a Domain Name, the renewal or transfer of a Domain Name, the Client hereby confirms and guarantees that:

- i) All information provided for the registration of Domain Names is complete and correct
- ii) To the Client's knowledge, the registration of the Domain Name shall not in any way breach the rights of any third-party;
- iii) The Client is not registering the Domain Name for unlawful purposes;
- iv) The Client shall not knowingly use the Domain Name in breach of currently applicable regulations.

8.3 The Client declares that it has carried out, prior to the request for registration, renewal or transfer of its Domain Name, search operations for antecedences, notably in terms of brand-names, company names, business names, logos, intellectual work, particularly its name, publicity right etc. and has made sure that its Domain Name does not breach the rights of third-parties.

8.4 Subsequently, the Client guarantees NETIM® against any amicable, legal or arbitral claims directly or indirectly related to the registration of Domain Names and shall compensate NETIM® for any damages and interests incurred to NETIM® due to this, as well as any expenses incurred for defending NETIM® in court, including any lawyer fees and expertise fees.

CLAUSE 9: OWNERSHIP OF DOMAIN NAME

9.1 The Domain Name registered by the Client belongs to the individual or corporate entity for whom the ownership is declared with the NETIM®.

9.2 If the Client intends to provide a third-party with an operating license for the registered Domain Name, it still remains its owner and is responsible in this quality with regards NETIM®. In the same manner, the Client remains under all circumstances responsible for the provision and update of correct information concerning the Domain Name's contacts, in order to facilitate the quick resolution of any problem arising with relation to the Domain Name in question. Any Domain Name owner providing a license of use for a Domain Name must take responsibility for damages incurred to NETIM® and/or third-parties due to the unlawful use of said Domain Name.

CLAUSE 10: RENEWAL OF DOMAIN NAME

10.1 For all domain names registered with NETIM®, the Client is informed that the billing contact for the Domain Name shall be NETIM®, without the Client being able to change this quality, unless it transfers the Domain Name to another service provider. NETIM® assumes, in the quality of billing contact, the mandate for renewing the Client's Domain Name in the name of and on behalf of the Client, provided that the Client has already paid the price corresponding to the cost of renewal within the required time.

10.2 Under all circumstances, NETIM® undertakes to notifying, exclusively by electronic mail and/or in the Manager, the Client at least thirty (30) days prior to the expiry of the Domain Name at the electronic mail address provided by the Client. This notification shall be followed up fifteen (15) days, seven (7) days then three (3) days before the effective date of expiry of the Domain Name.

10.3 NETIM® shall proceed with the renewal of the Domain Name after the price of the renewal of the Domain Name has been cleared and credited to its account.

10.4 If renewal and/or payment by the Client has not been carried out within the required time-limits, NETIM® cannot be held responsible for the non-renewal of the Domain Name, nor for its registration by a third-party.

CLAUSE 11: TRANSFER OF DOMAIN NAME

11.1 The transfer of ownership is carried out following the specific regulations for the Extension of the Domain Name and more generally under the following conditions:

- i) The transfer of ownership of a Domain Name is subject to the acceptance of said transfer by the original owner of said Domain Name. NETIM® cannot be held responsible for the impossibility of transferring the property of said Domain Name or any ensuing delays.
- ii) Despite the intervention of NETIM® for carrying out the change of owner, NETIM® is not responsible for obtaining approval from the original owner for the ownership transfer request.

11.2 The transfer of Registrar to the benefit of NETIM® or of the one usually used by NETIM® is carried out following the transfer regulations specific to each Extension, laid out in the Special Terms and Conditions Annexed to the CG-ND herein, and more generally under the following conditions:

- i) The Client is the owner of the Domain Name
- ii) The fees for the Domain Name have been paid in a valid manner to the original Registrar
- iii) The Domain Name expires within a period of time at the time of the transfer request; this period of time is defined by the original Registrar. Despite the intervention of NETIM® for carrying out the change of Registrar, NETIM® is not responsible for obtaining approval from the Registrar for the Registrar transfer request.

11.3 The transfer of the Domain Name from NETIM® to the benefit of a different service provider or Registrar is carried out freely and without incurring fees for the Client provided that the Client has paid all sums due to NETIM® in full.

11.4 Unless special clauses apply herein, the transfer services are invoiced by NETIM® at the currently applicable rate at the time of their subscription. All sums paid to NETIM® for these services are irrevocably forfeited, including circumstances where the procedures employed are not successful due to a fault on the part of the Client.

11.5 The Client is informed that the transfer of Registrar for a Domain Name is subject to the acceptance of said transfer by the owner of said Domain Name. NETIM® cannot be held responsible for the impossibility of transferring said Domain Name or any ensuing delays.

11.6 For all transfer requests, the procedures to be followed by the Client must be fulfilled before the Domain Name's expiry date.

CLAUSE 12: RESTORE OF DOMAIN NAME

12.1 The Client is informed that in the case of its failure to renew or pay for a Domain Name prior to its expiry date, said Domain Name is subject to cancellation / deletion by NETIM®.

12.2 Nevertheless, the Client may carry out, with NETIM®, a procedure for restore the Domain Name in compliance with the regulations specific to each Extension, stipulated in the special terms and conditions Annexed to these CG-ND. This procedure is carried out at the Client's risk, provided that:

- i) said Domain Name is registered with NETIM® or NETIM®'s registrar
- ii) the restore period granted by the Registry for the Extension has not expired.
- iii) the Client pays the price for the restore service beforehand, including any expenses incurred, at least seven (7) days before the end of the period granted by the Registry for the Extension

12.3 NETIM® shall do everything in its power to restore the expired Domain Name. The restore procedure is carried out with no guarantee of result, nor lead-time for carrying out said retrieval.

12.4 In the event of failure to restore the Domain Name, the costs of the restore and renewal procedure remain irrevocably forfeited and definitively acquired by NETIM®.

CLAUSE 13: MANAGEMENT OF DNS AND REDIRECTION

13.1 NETIM® ensures the assignment and management of the DNS for Domain Names. This service is, where applicable, independent from that of the registration and renewal of the Domain Name.

13.2 By default, the names of primary and secondary servers, as well as their respective IPs, are assigned on NETIM®'s servers.

13.3 This information can be changed at any point in time by the Client in its Manager provided that the Domain Name is registered with NETIM® or with NETIM®'s registrar.

13.4 NETIM® reserves the right, particularly for requirements in terms of continuity of Service, to modify, after notice has been given, the DNS assigned to the Client's Domain Names.

CLAUSE 14: ELECTRONIC MAIL & REDIRECTION SERVICE

14.1 NETIM® provides various different electronic mail services such as a Redirection service for email addresses. For this, the Client undertakes to provide NETIM®, using the Manager Space, with the original email address and the redirection address. NETIM® cannot be held responsible for information provided by the Client that is incomplete, erroneous, inconsistent, not updated etc.

CLAUSE 15: NETIM® ASSISTANCE

15.1 For all services subject to this agreement, the Client disposes of a ticket-based online help service via its Manager and via electronic mail.

15.2 NETIM® provides technical support concerning the Service by replying as quickly as possible to the Client's questions and comments, without commitment on the part of NETIM® to provide a solution or a response time to the Client.

CLAUSE 16: LIABILITY

16.1 NETIM® hereby assumes an obligation to exercise due care. NETIM® cannot be held responsible for the payment of indirect and consequential damages to which the Client is subject due to, directly or indirectly, the execution or the improper execution of this Agreement, particularly such as loss of turnover, clientele, profits, computer data, moral prejudice etc.

16.2 As an essential and determining condition of these CG-ND, if NETIM® was to be found responsible, the Client may not claim, as compensation and damages and interests or payment of any kind, whatever the grounds, more than the sum of payments made by the Client in the context of Services in the year of the intervening or damaging event.

16.3 In the case where the registration or transfer of a Domain Name were to fail due to the Client's fault (particularly due to its failure to respect time-limits for payments, failure to respect time-limits for provision of documents necessary for the registration of a Domain Name subject to a Naming Charter, the incomplete or erroneous nature of said documents, etc.), the price paid by the Client shall be irrevocably forfeited and definitively acquired by NETIM®.

CLAUSE 17: NON PAYMENT – SUSPENSION - TERMINATION

17.1 In the event of failure on the part of the Client to respect any of its obligations, NETIM® reserves the right to suspend, after giving a reasonable notice period, the Domain Name, and to do so until the Client respects its obligations perfectly.

17.2 In the event of non payment, including by cancellation or renunciation of an online payment, by the Client for a creation, a renewal or a transfer of a Domain Name, NETIM® reserves the right to suspend the Domain Name until the price has been paid in full, and this for a period of thirty (30) days, then at the end of this period, to delete the Domain Name in question without further notice.

17.3 In the event of late payment, NETIM® shall be entitled to request the payment of interests at the legal rate or, as it sees fit, to apply a surcharge for late payment equal to 1.5 times the legal rate of interest per month of lateness starting from the scheduled due date for payment of sums on the basis of this clause.

17.4 If the formal notice sent to the client has no effect, NETIM® may transfer at any point in time its debt to a factoring company in which case the payment is due to the benefit of the account mentioned on the invoice produced by the factoring company in question. In this case, NETIM® shall invoice the client for the flat fee of 15 EUR corresponding to the administrative expenses incurred by the collection procedure.

17.5 Declaration by the Client of false or dubious information, failure on the part of the Client to update information provided to NETIM®, or failure on the part of the Client to reply for over fifteen (15) calendar days to requests from NETIM® concerning the correctness of information that it has provided, including information concerning the different contacts associated to the registration of the Client's Domain Name, may lead to the suspension of the Domain Name without formal proceedings.

17.6 Unless special clauses apply, in the event of failure by one of the parties to this Agreement to execute its obligations and if this party fails to rectify them, the other party has the right to terminate this Agreement, by registered post with acknowledgement of receipt, one (1) month after formal notice has been given without reply.

17.7 In the event of use of the Service in breach of the terms of clauses 17.2 and 17.3 herein, the Client shall be considered to be in serious non-fulfillment of its contractual obligations which authorises NETIM®, at its convenience, to:

- i) suspend the Service until the Client respects its obligations in full
- ii) order the Client to comply with its obligations following a formal warning
- iii) terminate this Agreement without formal proceedings, and to do so without prejudicing any direct and/or indirect damages and interests to which NETIM® is eligible.

17.8 Suspension, termination or deletion of the Service under the conditions determined in this clause shall not entail compensation of any kind to the benefit of the Client.

CLAUSE 18: FORCE MAJEURE

18.1 Any unforeseen event that is beyond the control of either party and for which it has not been able to prepare itself, represents a case of force majeure and thus suspends the obligations of parties. The parties admit, without this list being restrictive, by agreement between them, that damages originating from or caused by the following are due to force majeure: strikes (Electricity company, telecommunication operators, Registrars, Registries etc.), shutdown of energy supply (such as electricity), faults on the telecommunications network used by NETIM® and/or on any networks used in substitution, civil or foreign wars, riots or political disturbance, terrorist attacks etc.

18.2 Nevertheless, in the case where the suspension continues beyond a period of one (1) month, each party has the possibility of terminating immediately and without formal proceedings, without compensation, this Agreement without prior notice after sending a letter by registered post with acknowledgement of receipt to notify of this decision.

CLAUSE 19: CORRESPONDENCE - PROOF

19.1 Unless special clauses apply in the CG-ND herein, all correspondence exchanged between the parties is made by electronic mail using the Manager Space.

19.2 In application of clauses 1316 and following the Civil code and, where applicable, of clause L.110-3 of the Code of commerce, the parties declare that all information delivered via the Manager Space and the NETIM® Website are valid between the parties, provided that no contradictory certified and signed written documents are produced to counter this computerised information.

Elements such as the time of reception or sending, as well as the quality of data received shall be valid by priority as figuring on the NETIM® computer systems, or as authenticated by NETIM®'s computerised procedures, unless the Client produces written proof to the contrary.

The scope of application of the proof of information delivered by the NETIM® computer systems is that assigned to original documents in the sense of a written paper document, signed by hand.

CLAUSE 20: PERSONAL DATA

20.1 In compliance with the French law n°78-17 "loi informatique et liberté" of 6th January 1978, the Client has the right to access, modify, correct and oppose their personal data by sending an electronic mail to the following address: "cnil@netim.fr".

20.2 Some of this information (in particular such as the name, address, electronic mail address, telephone and fax number, Domain Name, DNS and IP addresses for domain name servers) shall be made available to the public by NETIM® in compliance with the regulations applied by the ICANN and the Registries for the purpose of inclusion in the Whois Database and the Whois Extract for the Client's Domain Name.

20.3 The Client authorises the use of its personal data in the context of this Agreement. The Client declares that it has notified and obtained authorisation from individuals whose name and contact details it has provided in the context of this agreement, notably for the registration, transfer and management of the Domain Name.

CLAUSE 21: CONTRACTUAL AMENDMENTS

21.1 If one or several clauses of this Agreement are deemed to be invalid or declared as such in application of a law, a regulation or following a court order from a competent jurisdiction, the other stipulations shall retain their force and their effect.

21.2 The fact that either of the parties has not demanded, temporarily or permanently, the application of a clause herein, does not waive the rights held by this party. No correspondence, documents, electronic mail etc. can contradict the terms of these CG-ND unless it is subject to an amendment duly signed by the representatives of both parties.

21.3 In the case where the law is changed and as a result new obligations apply, these shall be integrated directly into these CG-ND without requiring prior notice to be given to either party, each party being legally responsible for its own acts. On these grounds, neither one of the parties may be held responsible.

21.4 If the CG-ND on line on the website were to be amended, only those accepted by the client will be applicable. Nevertheless, any renewal of the agreement shall be carried out in compliance with

the currently applicable updated general terms and conditions, unless a specific agreement has been duly specified between the parties.

CLAUSE 22: INTERPRETATION OF THE AGREEMENT

22.1 The clauses of these CG-ND express the agreement made between the parties in full. They take precedence over any proposal, commercial offer, correspondence exchanged before or after the signing of the present agreement, as well as over any clause figuring in documents exchanged between the parties and relative to the subject of these CG-ND.

CLAUSE 23: RELATIONSHIP WITH THIRD-PARTIES

23.1 The Client explicitly authorises NETIM® to subcontract all or part of the services that are subject to the present agreement. Unless former written agreement from NETIM® or special agreement, the Client is not authorised to transfer rights and obligations of these CG-ND in part or in full, particularly to allow third-parties to benefit from all or part of the Service.

23.2 The Client explicitly authorises NETIM® to cite the Client and/or its Domain Names, including the Website associated to it, as a business or publicity reference.

CLAUSE 24: CLIENTS OUTSIDE THE E.U.

24.1 NETIM® processes orders manually for clients outside the European Economic zone, which may delay the creation of the provision of the service which the Client hereby accepts.

CLAUSE 25: APPLICABLE LAW – JURISDICTION

25.1 These CG-ND are subject to French law.

25.2 In the event of problems in the application of these CG-ND, the parties agree to submit to a mutual agreement procedure before undertaking legal action.

25.3 IN THE EVENT OF A DISPUTE WITH RELATION TO THESE CG-ND, TO THEIR INTERPRETATION AND TO THEIR CONSEQUENCES OR TO DEEDS COMPLEMENTING OR AMENDING THEM, EXPLICIT AND EXCLUSIVE JURISDICTION IS ASSIGNED TO THE LILLE COURTS OF JUSTICE, IN FRANCE, NOTWITHSTANDING PLURALITY OF DEFENDERS, GUARANTEE CLAIMS, SUMMARY PROCEEDINGS AND EXPERTISE.