



Specific Sales Terms for "Cloud Servers"
INFOSEC MEDIA S.R.L. – 26/11/2015

BETWEEN:

The Client,
Hereafter called the "User",

AND:

INFOSEC MEDIA SRL, limited liability company with a capital of 200RON, headquartered at Marasesti Avenue 42, Bl. 1, Sc A, Et. 2, Ap 7, Sector 4, Bucharest, Romania, VAT number RO35319640, reachable via its Internet site www.1way.pro as well as by email using contact form from www.1way.pro/contact.php, represented by its President and CEO,

Hereafter called "1WAY".

PREAMBLE:

The Agreement comprises these General Sales Terms, the Account Opening Form, and the Pricing Brochure, which form an integral part of the Agreement; the entire set is hereafter called the "Agreement".

1. Aim

The purpose of the Contract is to define the procedures governing the provision of 1WAY services (*Services*) offered by INFOSEC MEDIA SRL for hosting by users (*User* or *Users*) of their own electronic communication services.

Considered as hosting companies within the meaning of article 6-1-2 of law no. 2004-575 of 21 June 2004, Users explicitly recognise that 1WAY does not participate in the design, production, development, operation and administration of Users' Internet sites, or in any service of communication to the public by electronic means accessible via the servers operated by Users, or their management tools and software.

2. Services provides by 1WAY

2.1. 1WAY provides Users with a technical infrastructure to host applications and store data connected to the internet, the technical characteristics of which are described on-line on the www.1way.pro (*Website*).

The characteristics of the Services provided by 1WAY are listed in the Special conditions.

2.2. Services may include, depending on the product subscribed to, the provision of a server (*Server*) which remains fully and wholly owned by 1WAY. 1WAY only grants Users a right to use the Server remotely, transferring to them care of the Server's software (Operating system and software) and hardware structure.

In this context, Users must under no circumstances do anything to harm the Server's integrity, and responsibility for the risk of intentionally damaging the Server is transferred to Users from the time it is made available. Users undertake to comply with all instructions relating to the Server's use. Users will be responsible for all the consequences linked to the improper use of the Server, in particular, operating failures due to software or a configuration installed on the Server by the User.

3. Services subscription procedures

3.1. To subscribe to the Services, Users must follow the procedure for opening an account online, available on the Site. Once they have subscribed, Users are sent an email confirming their subscription to the Services.

3.2. Users undertake to supply 1WAY with accurate contact details, means of identification and bank details and to inform 1WAY of any changes without undue delay. Access to the Services is only possible after 1WAY has validated the details (name, first name, address, and bank details) declared by the User.

3.3. At the time of subscription to the Services, and then at any time, 1WAY reserves the right to ask Users for one or more advances against invoices (in the event of them exceeding the limit established in the Pricing Conditions) or a security deposit (in the event of payment by a means other than direct debit from a bank or postal account, or in the event of an incomplete subscription file (see a list of documents on the Site), payment incident or late payment). Interest is not paid on security deposits or advances against invoices. The amount of the security deposit and the advances against invoices applicable are those shown in the Pricing Conditions current on the date of subscription and available on the Site. Advances against invoices will be deducted from monthly invoices until the whole amount of the advance has been used up. Security deposits will be returned within a maximum period of 10 days following expiry of the Contract, subject to Users fulfilling all their obligations.

3.4. In the event of subscriptions via distance selling, Users who have the status of consumers, have a period of 14 days to exercise their right of withdrawal as from the start of the contract. To withdraw, Users must inform 1WAY's technical assistance department of their decision to withdraw, before the expiry of the abovementioned deadline, using the retraction form (or any other declaration devoid of ambiguity). 1WAY will reimburse all sums paid by Users in respect of the Contract, at the latest within 14 days as from the date on which 1WAY is informed of the User's decision to withdraw, using the same means of payment as the one the User used for the initial transaction, except if the User specifically agrees to a different method. In circumstances where Users exercise their right of withdrawal from a Contract for which execution started at their express request before the end of the retraction period, 1WAY will invoice Users an amount corresponding to the Service supplied up to communication of their decision to withdraw.

4. Use of the services

4.1. Under the legislation in force, IWAY is not subject to a general obligation of surveillance, nor to a general obligation to search for facts or circumstances indicating illegal activity. As a consequence, Users undertake to comply with, or cause anyone using the Services to comply with, the following rules: - data carried and/or made available on the electronic communications networks (in particular the Internet) must not contravene national and international laws, regulations, usage charters or ethical practices in force. In particular, all content designed in particular to provoke crimes and offences, to incite racial hatred or suicide, to encourage crimes against humanity and to provoke the committing of terrorist acts and encourage them, or including elements of child pornography is strictly prohibited.

- All content of a violent or pornographic nature is strictly prohibited when the content is likely to be accessible to minors.
- Users, by their behaviour and by the data they make available or obtain using the Services, are obliged not to infringe the rights of third-parties, in particular by:
 - The propagation of data, images or sounds that may constitute defamation, an insult, denigration or an infringement of privacy, image rights, good morals or public order.
 - The dissemination of tangible or intangible property protected by intellectual, literary, artistic or industrial property rights that may constitute counterfeiting. Under law no. 2009-669 of 12 June 2009, in consideration of the dangers for the renewal of artistic creation and for the economy of the cultural sector from practices not complying with copyright and performing rights, Users are obliged to ensure that their access is not used for the purposes of reproduction, representation, provision or communication to the public of works or objects protected by copyright or performing rights without the authorisation of the holders of the rights specified in books I and II of the Intellectual Property Code. Any breach of this obligation by a User or by third-parties to which the User gives its access, is likely to incur liability on the User's part. In particular, IWAY may be forced by the HADOPI to suspend Users' access to on-line services used to communicate with the public. Users are reminded that a legal product exists providing cultural content on-line and means to secure it that can be used to prevent breaches of the obligation defined in article L. 336-3 of the Intellectual Property Code. In addition, Users recognise that violation of copyright or performing rights (such as for example, the reproduction, representation, provision or communication to the public of works or objects protected by copyright or performing rights without the authorisation of the holders of these rights) constitutes an act of counterfeiting, punishable by civil and/or criminal penalties (up to 3 years' imprisonment and a fine of 300,000 euros). Users recognise that piracy harms artistic creation.
- Users are required to use decent and respectful language. All abusive, violent or hateful sentiments are totally prohibited.
- Users must take all necessary precautions to protect their own data and/or software against potential contamination by viruses circulating on the internet and against misuse by third-parties of the access made available to them.

- Users undertake not to intrude into computerised systems belonging to third-parties, not to host aggressive services of the botnet type, not to spread viruses or any programs designed to harm and not to disseminate electronic mail under illegal conditions (for example spamming and e.bombing).
- Users are informed that 1WAY cannot exercise control over data that may pass through its network and the content it hosts within its network, including at Users' request. 1WAY as a hosting company may have to suspend, and if need be, delete the provision of clearly illicit content. Users are responsible for data hosted by 1WAY on their behalf. It is Users' responsibility to take all appropriate measures to make regular backups of their hosted data. In particular, Users should make sure they recover hosted data prior to termination.

Users are reminded that they act as independent entities and as a consequence assume the risks and perils for all the software and services used and/or hosted on the Server or Servers. In this respect, in order to maintain the security of the Server and 1WAY's technical platform, Users are reminded that they must update software without excessive delay when a security failing is noted by the User and/or the software publisher and/or 1WAY.

Users authorise 1WAY in the context of a remote maintenance service, to access the Server provided or their webspace to carry out structural maintenance required there.

4.2. Users are informed that in view of their nature, the Services are not intended for use in the context of sensitive or high risk activities and in particular for the operation of installations linked to nuclear activities, air navigation, or the safety or health of persons.

4.3. The right of access to, and use of the Services granted to Users in the context of the Contract is personal, non-transferable and conditional on use that strictly complies with the provisions of the Contract. Apart from the cases referred to in article 4.1, use of the Services is contrary to the provisions of the Contract when its purpose or effect is the commission of offences (contraventions, offences or crimes).

5. Use of identifiers

5.1. Users alone are responsible for the safe-keeping and use of identifiers giving access to the account management console (*Console*) and remote administration identifiers for Servers supplied by 1WAY, except where their disclosure is attributable to 1WAY. Users undertake to keep their identifiers confidential and not to disclose them to third-parties regardless of the manner, including to the technical assistance department.

5.2. In the event of the loss or theft, or more generally, the hijacking of identifiers by third-parties, Users undertake to warn 1WAY without delay, via the technical assistance service. Users must change their passwords or ask for new ones via the Website for access to the Console.

6. Financial terms

6.1. Prices of Services

The prices of the Services, additional and optional services and costs are defined in the Pricing Conditions.

6.2. Invoicing

Sums payable by Users under the Contract are invoiced monthly.

Invoices are sent to Users via a dematerialised medium (invoice by email). Each invoice is also available on the Console, except in the event of termination. Should Users request it, invoices can be sent to them in paper format.

6.3. Payment procedures

1WAY gives Users the option of paying for the Service by PayPal.

Invoices are payable in USD within a period of 7 days as from the invoice date. Early payment of invoices does not lead to a discount being applied. All sums not paid when they become due are automatically subject to interest at a rate of three times the legal interest rate calculated on the amounts due.

7. Term

The Contract signed is for an unspecified period of time and can be cancelled at any time:

- by the User, on the basis of 10 days' notice as from receipt of an email sent by the User to 1WAY's technical assistance department.
- by 1WAY on the basis of 10 days' notice as from receipt of an email sent by the 1WAY to the User.

8. Suspension / Termination

1WAY reserves the right to suspend the Services automatically and without notice in the event of:

- serious or repeated violation by the User of its legal or contractual obligations referred to in Article 4.
- requests from national judicial and / or administrative authorities.

1WAY may also suspend the Services after an email has no effect in the event of late or non-payment of an invoice within a period of 7 days from the payment date shown on the invoice. 1WAY may also suspend the Services should Users fail to update an incomplete dossier (SEPA direct debit mandate signed, supporting documents, ...) 7 days after being asked to do so by 1WAY via an email.

Once the Services have been suspended and after a formal notice to the User is without response for 7 days, 1WAY will be entitled to terminate the Contract by email.

9. Liability

9.1. 1WAY is responsible for the satisfactory performance of its contractual obligations in the context of its regulatory obligations and the standards in force. However, 1WAY cannot incur liability if the failure to perform or unsatisfactory performance of the Contract is attributable either to the User (use not complying with the instructions provided by 1WAY) or to the unforeseeable and irresistible action of a third-party to the Contract, or an event of force majeure as specified in article 9.3. In any case, if the User does not have the status of a consumer using the Services provided by 1WAY for professional purposes, 1WAY can in any case incur no liability beyond the amount of payments made in respect of the last six months. 1WAY does not backup Users' data. Users are responsible for taking all the basic measures required to backup their data to safeguard against loss, deterioration or human error affecting the data, regardless of the cause.

9.2. Hosting companies within the meaning of article 6-1-2 of law no. 2004-575 of 21 June 2004, Users are responsible for the satisfactory performance of their contractual obligations. Users are responsible for the correct use of the Services and undertake to guarantee 1WAY against all actions or recourse initiated by third-parties as a result of their actions, in particular on the Internet. Users alone are responsible for direct or indirect, tangible or intangible harm, caused to 1WAY by themselves or by persons for whom they are responsible, due to the use of the Services and undertake to guarantee 1WAY against all demands, complaints or sanction to which it may be subject when such are the result of the wrongful use of the Services by Users or persons for whom they are responsible or when they are the User's fault. Users alone are responsible for the consequences of operating failures affecting the Service as a result of use of the Services by third-parties, members of their staff or any person with whom Users may have shared their identifiers.

9.3. The parties are not held liable, or considered to be at fault in respect of the Contract, for any delay or failure to perform, when the cause of the delay or failure to perform is linked to an event of force majeure or a fortuitous event recognised by jurisprudence. An event of force majeure or a fortuitous event suspends the obligations arising from the Contract for the whole period of time it continues.

10. Personal data

10.1. Users' personal data collected by 1WAY is intended for 1WAY which is authorised by Users to retain and use it, as well as communicate it to other companies in the group to which 1WAY belongs. Users have a right of access, correction, deletion and objection to their data via the Control Panel or by writing a letter with proof of identity to 1WAY postal address. Unless they object, Users may receive offers from 1WAY via the post and telephone. Unless they object, they may also receive emails regarding services similar to those offered by 1WAY.

10.2. Under current regulations, 1WAY may be required to communicate complaints about them in the context of the use of the Services to Users, and provide information to identify Users at the request of a national judicial and/or administrative authority.

11. Technical assistance

11.1. First level technical assistance

1WAY provides Users with technical assistance; procedures for accessing it are indicated in the Console or Control Panel. Technical assistance is provided via electronic contacts, through the Console, once authenticated with the User's identifiers. It is provided at no additional cost with the exception of any internet communication costs.

Technical assistance's exclusive role is to provide ad-hoc assistance to Users and to manage potential breakdowns of the Services provided for them. Outside the service levels offered as an option, under no circumstances will 1WAY provide technical intervention, advice or assistance concerning any software, website or service made available by 1WAY or installed by Users on the Server or in their web spaces resulting from availability provided by 1WAY, these being none of its responsibility.

11.2. Service levels

Different levels of service are proposed for the Services, according to the use Users make of the Services:

- A "Basic" level of service for personal and non-critical use of the Services.
- A "Business" level of service for use of the Services for professional purposes.
- An "Enterprise" level of service for carrying out sales (for example: a website for selling on-line) using the Services.

Users must subscribe to the service level that corresponds to their use of the Services. Prices for these optional services are given in the current Pricing Conditions.

11. Miscellaneous

In the event of difficulty, Users can contact the Technical assistance department to find an amicable solution, under the conditions specified in article 10. In the event of a dispute or a request for reimbursement in respect of these general conditions, Users must send a registered letter with recorded delivery to the postal address of INFOSEC MEDIA SRL. All disputes or requests for reimbursement, to be valid and considered, must include supporting documentation. 1WAY undertakes to answer all disputes or requests for reimbursement within 30 (thirty) working days as from the date of receipt of the latter.

12. Jurisdiction

All disputes with professional Users or traders, not settled on an amicable basis, will come within the jurisdiction of the Bucharest Appeal Court. In the case of other Users, the legal rules of jurisdiction apply.