

Contract

Web site hosting service Net-Folio

The limited liability company "MEDIA ACCESS", with the capital of 7622 Euros, having its registered office, 2 rue de Beausset – 13001 Marseille FRANCE, registered to the Company Trade Register of Marseille under n° 419 670 724, represented by Mr Thierry Pétilot, hereafter is called the Host.

1. Object

- 1.1.** The Host provides a web site hosting service to the Customer on his servers.
1.2. This contract aims to define conditions and general terms under which the Customer will have a site belonging to him set on line on the networks of the Internet, under his single responsibility.

2. Access to the services

- 2.1.** The Host commits himself with all implementing to ensure the permanence, continuity and quality of the services which he proposes.
2.2. The Host reserves the right however to briefly and exceptionally suspend access to servers for possible maintenance interventions or improvements, in order to ensure the correct operation of his services.
2.3. The Host provides the Customer with administration interface allowing him to manage his image data base, his various accounts and e-mails in accordance with the subscribed services.
2.4. The correct operation of this interface is under the Host's responsibility. But the use made by the Customer of this interface, is under his own responsibility.
2.5. Limitation of service:
– The size of an e-mail mustn't exceed 2 Mo, an FTP space is planned for important data exchanges.
– The total letter-box size occupied is deduced from the allocated disk space.

3. Assistance

Customer's technical aid is dispensed by mail, telephone or e-mail by the Host, in accordance with the options subscribed by the Customer, appearing in appendix 1.

4. Price of the services, invoicing, payments

- 4.1.** The prices of rents and services proposed, are those appearing in appendix 1 of present, not inclusive of taxes, and payable in Euros, at the beginning of each month, by credit transfer on the Host's account.
4.2. Any delay in payment will involve the application of a penalty for delay, equal to 1,5 times the legal rate of interest, and will be likely to restrict or suspend the services without any further notice.
All rejection of a means of payment will involve the invoicing of a lump sum of 30,00 Euros.

- 4.3.** The prices of services paid in advance, are guaranteed for the period concerned.
- 4.4.** The Host commits himself not to increase rates of his services, before the first anniversary date of this contract.
- 4.5.** At the end of this period, the Host commits himself to informing the Customer of any rise in price of the services. In this case, the Customer will be able to terminate the contract by a simple registered letter with acknowledgement of delivery.

5. Responsibility

- 5.1.** The Host can not be held responsible for the inadequacy of the services which he provides, face to the particular requirements the Customer may consider, as long as prior to all decision, the client has access not only to the information given by the Host, but also to the technical services of the Host's e-mail.
- 5.2.** The Host cannot be held responsible for the suspension of services, due to non-payment or non-respect of the present contract.
- 5.3.** The Host's responsibility can not be committed, following any action or resort of a third party, and particularly further to :
- information, images, sounds, texts, or videos contrary to legislations and regulations in force, contained and/or diffused on the Customer's site;
 - violation of the rights of intellectual ownership relating to the works edited, in integrality or partially, on the site of the Customer without the particular agreement of their author;
 - suspension and/or cancellation of accounts, further to the non-payment of sums due pursuant to the present contract, and more generally because of non - execution of any one of the Customer's obligations as fixed by the present
- 5.4.** The Customer will guarantee the Host concerning any judgments incurring this reason.
- 5.5.** Moreover, because of the characteristics and limits of Internet, that the Customer states perfectly to know, the Host could not be held for responsible, in particular for:
- difficulties of access to the site hosted because of the saturation of the networks at certain periods;
 - contamination by virus of the data and/or software of the Customer, whose protection is incumbent on him;
 - malevolent intrusions of third parties on the site of the Customer, in spite of reasonable safety measures installed;
 - the damage resulting to equipment connected to the Host server, equipment under the whole responsibility of the Customer; possible diversions of the passwords, confidential codes, and more generally of any information being of significant matter for the Customer.
- 5.6.** The Customer commits himself complying with the elementary Internet's rules, in particular:
- not to carry out sending of unsolicited commercial mails (Spam),
 - not to carry out publicity in the groups of news not expressly envisaged for this purpose.
 - the sites prohibited to minors cannot be lodged by the Host.

Any failure to comply with these obligations may result in the cancellation of the contract without notice nor allowances, all versed sums remaining on discharge of damages and without prejudging of possible legal continuations.

6. Case of absolute necessity

- 6.1.** None of the two parts will be held responsible with respect to the other party for non-fulfilment or the delays in the execution for an obligation born from this contract, which would be due to the fact of the other part consecutively to supervening of a case of absolute necessity usually recognized by jurisprudence.
- 6.2.** The case of absolute necessity suspends the obligations born of this contract throughout all its existence. However, if the case of absolute necessity lasted more than 15 consecutive days, it would

open right to the full cancellation of this contract by one or the other of the parts, fifteen days after the sending of a registered letter, with notice of receipt, notifying this decision.

7. Duration, renewal and notice of the termination of contract

7.1. The contract is concluded for one month duration starting to run as from the date of signature of the present.

7.2. The contract is renewed by tacit agreement, for one month duration, except denunciation by one of the parts within the conditions and delays hereafter.

All denunciation will have to be made by registered letter with notice of receipt addressed to:

MEDIA ACCESS

2, rue de Beausset

13001 MARSEILLE (France)

The contract will run eight full days after the receipt of the registered letter, and any started month will be due.

8. Cancellation

In the event of non-execution by one or the other of the parts, of any of the specified obligations stipulated by this contract, it will be automatically cancelled fifteen days after the sending of an official summon, addressed to the failing part by registered letter with notice of receipt, remained unfruitful.

9. Execution of the contract

The fact for a party of not prevailing itself, at a given time, of one of the stipulations of this contract, could not be interpreted as a renunciation to put forward later, this same stipulation.

10. Obligation of information

The Customer commits himself to inform by writing, the Host, of any modification concerning his situation (in particular change of address, modification of his equipment, etc).

11. End of the contract

11.1. At the end of the contract for any reason, the Host will make the change of the domain name without expenses, towards the new server indicated by the Customer.

11.2. The Customer will be able to recover his media from the Host server, as well as graphics and HTML pages of the site, at his expenses and by all means suitable.

11.3. The ASP, PHP pages, or any other programs, as well as the whole of the data-processing systems set up by the Host and used on the site of the Customer, remain the whole property of the Host.

12. Applicable law – Attribution of jurisdiction

This contract is governed by French law.

Any legal action relating to the interpretation or the execution of present will be exclusive competence of the Commercial Court of Marseille (France).