

General conditions of service

The present General Conditions of Service are intended to define the conditions under which **DROP CLOUD S.A.S.** provides the Customer with the right to use the online software "**weSend**", hereafter "the Service".

The provisions of the present contract shall prevail over all others.

After having obtained from **DROP CLOUD S.A.S.** all of the information that the customer considers necessary concerning the **weSend** service, its content and the technical procedures for accessing it, the customer wished to benefit from the service in accordance with the following conditions.

Article 1 - FOREWORD

1.1 - **DROP CLOUD S.A.S.** publishes and offers to the customer, via the Internet, a service named "**weSend**" that can store, index and share electronic files (images, videos,...), remotely with one or more associates.

1.2 - Interested by this service, the customer wishes to subscribe to it.

1.3 - After having obtained from **DROP CLOUD S.A.S.** all of the information that the customer considers necessary concerning the **weSend** service, its content and the technical procedures for accessing it, the customer wished to benefit from the service in accordance with the following conditions.

1.4 - By completing the registration form, when the customer checks the box "*I accept the general conditions of sale*", this shall constitute irrevocable acceptance of the present general conditions.

1.5 - In the rest of the present general conditions, each of the expressions mentioned below will have the meaning given in its definition.

Article 2 - DEFINITIONS

2.1 - **The supplier is defined as:** **DROP CLOUD S.A.S.** hereafter designated **DROP CLOUD S.A.S.**, located at 111 avenue VICTOR HUGO, 75784 PARIS CEDEX 16 and registered with the Paris register of companies under number 530 530 161.

2.2 - The **customer** or subscriber is defined as the individual person or legal entity signing the online purchase order.

2.3 - The **Internet** is defined as a set of interconnected networks located throughout the world.

2.4 - "**wesend.com**" or "**wesend**" is defined as the online photo library software published by **DROP CLOUD S.A.S.**

2.5 - **Identifier** is defined as the account name/password pair allowing the customer to identify themselves on the **wesend.com** website

2.6 - **Server** is defined as the computer system for storing the files sent by Customers over the Internet.

2.7 - "**wesend.com site**": Internet site provided to the customer allowing them to implement and monitor remote electronic dispatches of computer files to one or more correspondents.

Article 3 - CONTRACTUAL DOCUMENTS

3.1 - The present general conditions are composed of the following contractual documents, presented in decreasing hierarchical order of legal value, namely:
- the present general conditions,
- the purchase order

3.2 - In case of contradiction between one or more provisions shown in any of the documents above, the document of the higher rank shall prevail.

Article 4 - PURPOSE

4.1 - The present general conditions are intended to define the conditions under which the customer benefits from the "**wesend**" service and benefits from a non-transferable and non-exclusive usage license for the "**wesend**" software and its ancillary modules.

Article 5 - DURATION

5.1 - The present general conditions take effect on the date of reception of the 1st payment relative to the purchase of the ordered product.

5.2 - The subscription is concluded for a period of 12 months, tacitly renewable by annual period. This subscription may be terminated by the customer by giving notice of three months by registered letter with return receipt to the address of the head office of **DROP CLOUD S.A.S.**

5.3 - **DROP CLOUD S.A.S.** reserves the right to terminate the present contract at any time without notice, in the case of non-payment, any breach in the usage policies or for any other reason endangering **DROP CLOUD S.A.S.** and the quality of its service.
The customer shall then have the unused balance of their payment reimbursed. In case of any breach in the usage policies of the service, particularly concerning compliance with copyright, the customer's account may be suspended without reimbursement.

Article 6 - MEMBERSHIP OF THE SERVICE

6.1 - Membership of the service is deemed accepted by the customer when they complete the registration form, read the general conditions of sale and pay the specified amount.

6.2 - By accepting the membership conditions, the customer recognises:
- firstly, that they accept the subscription (and its essential characteristics) offered under the conditions shown on the screen entitled "Purchase order",
- secondly, that they have read and accepted the present general conditions.

Article 7 - ACCESS TO SERVICE

7.1 - Upon joining, a password is arbitrarily generated and communicated to the customer.

7.2 - The customer is solely responsible for managing and preserving the confidentiality of their username and password and the access to their terminals, installations and computer hardware, and undertakes to take all necessary measures to ensure the complete security of their files.

7.3 - The customer undertakes, when using the **DROP CLOUD S.A.S.** service, not to infringe French or international regulations.

7.4 - To this end, the customer recognises in particular that they will not use, transfer or store files and/or information:
- that do not respect the rights of third parties, particularly concerning privacy law and the automated processing of nominative information, and industrial and intellectual property rights,
- that are contrary to public decency (pornography,...),
- that are contrary to the law (incitement to hatred,...).

7.5 - If **DROP CLOUD S.A.S.** observes any breach of the provisions described herein, it reserves the right, without notice period and without formal notice, to suspend the **DROP CLOUD S.A.S.** service, to delete all information that may contravene the above-mentioned regulations and terminate the provisions of the present document.

Article 8 - OWNERSHIP

8.1 - The provision of the "**weSend**" site under no circumstances implies the transfer of ownership rights over the "**weSend**" software or any of its elements, or the associated documentation, which remain the exclusive property of **DROP CLOUD S.A.S.**

8.2 - The customer undertakes not to infringe, directly or indirectly, or via any third party, the ownership rights of the products and services belonging to **DROP CLOUD S.A.S.**

8.3 - In particular, the customer shall refrain from any adaptation, modification, transformation, decompilation, functional analysis or arrangement of the website "**www.wesend.com**", for any reason whatsoever.

8.4 - **The customer remains the full owner and is responsible** for the files that they host in "**wesend**". **DROP CLOUD S.A.S.** acquires no ownership or rights concerning the customer's files.

Article 9 - OBLIGATIONS OF THE SERVICE PROVIDER

9.1 – Limits to obligations

The service provider shall be generally held to an obligation for best endeavour and it is expressly agreed that the service provider is not held to any obligation to achieve a given result.

9.2 - Return of computerised data

DROP CLOUD S.A.S. undertakes, in so far as possible, to return the files present on its servers in the condition in which the customer sent them, except if the customer has voluntarily deleted them from their account or their account has expired or the account has been terminated under the conditions specified in article 5.3 or a technical problem of any type whatsoever has occurred.

In case of non-return of files, the customer understands and accepts that no compensation of any kind whatsoever will be given to them.

The customer is aware that they can, at any time, recover all or part of their computerised data independently over the Internet using the "**weSend**" site

Article 10 - OBLIGATIONS OF THE CUSTOMER

10.1 - Obligation determining the correct functioning of the service and the execution, by **DROP CLOUD S.A.S.**, of its obligations.

The obligations to which the customer is subject are mandatory obligations, compliance with which directly and totally determines the due performance by **DROP CLOUD S.A.S.** of its obligations. In case of any breach of its obligations, the liability of **DROP CLOUD S.A.S.** may not be implicated on any grounds whatsoever.

The obligations of the customer are:

10.2 - To supply accurate and honest information when purchasing their subscription.

The customer undertakes to inform **DROP CLOUD S.A.S.** of any change

concerning the supplied data and shall be solely responsible for any malfunction which could result from erroneous information. The customer must maintain a valid e-mail and postal address.

The information shall be updated by letter addressed to the head office of **DROP CLOUD S.A.S.**

10.3 - Possess a broadband Internet connection on the workstation where the "**weSend**" service is used.

10.4 - Use an Internet browser of the latest generation in its latest available version number (such as: Firefox, Internet Explorer, Safari or Chrome) with the Flash modules, **JavaScript and cookies activated.**

10.5 - Inform **DROP CLOUD S.A.S.** of any malfunction or deterioration to the service or any of its constituent elements that may be observed.

10.6 - Given that **DROP CLOUD S.A.S.** is not in a position to accurately estimate the loss and damage that the customer may suffer due to service malfunction or any other shortcoming on the part of **DROP CLOUD S.A.S.**, the customer is informed that they may purchase appropriate insurance at their expense if they wish to be compensated for any damage or loss that they and/or their customers may suffer.

Article 11 - LIABILITY

11.1 - It is expressly stated to the customer that the due performance of its duties by **DROP CLOUD S.A.S.** assumes that the customer fulfils **all of its obligations.**

Accordingly, the liability of **DROP CLOUD S.A.S.** may not be implicated if the customer has even partially breached one of their obligations.

Also, the liability of the service provider may not be implicated in the following cases:
- deterioration of the service caused directly or indirectly by accidents of any kind: impact, voltage surge, lightning, flood or fire;

- modification of the configuration of the client software ("**weSend**") by a third party other than **DROP CLOUD S.A.S.**

- malicious acts (piracy,...) by a third party, whether identified or not;

- and generally, any deterioration or malfunction stemming from a cause relating to force majeure.

11.2 - As **DROP CLOUD S.A.S.** provides only a **storage** and transfer service for computerised data, **DROP CLOUD S.A.S.** is not aware of the content of the said data, for which the subscriber declares that they are solely responsible. The liability of **DROP CLOUD S.A.S.** may under no circumstances be implicated concerning the stored data, the customer undertaking to

guarantee and hold it harmless against any claim of any kind which may be addressed to it concerning the said data.

11.3 -The customer alone can choose whether or not to save these files, to retain them or to delete them, and is solely responsible for these choices.

11.4 - **DROP CLOUD S.A.S.** shall not be held responsible for any damage or loss stemming from the use of, or inability to use, the service. The customer expressly recognises that they use the "**weSend**" site under their sole and exclusive responsibility.

11.5 - Any action brought against the customer by a third party constitutes consequential loss and accordingly there are no rights for compensation.

11.6 - The customer recognises that they are aware of the present **exclusions** (indicated above) and limitations to the liability of **DROP CLOUD S.A.S.**. The customer is therefore invited to backup, on appropriate media that they control and/or keep, any file or data that they consider sufficiently important to justify this backup.

11.7 - In case of any complaint concerning a malfunction or incident, the customer must inform **DROP CLOUD S.A.S.** by registered letter with return receipt within 48 working hours following the date upon which they became aware of the malfunction or incident.

In case of direct or indirect damage (such as commercial prejudice, loss of operation, loss of clientele, loss of files and/or data, any commercial problems whatsoever, loss of profit, loss of brand image, loss of evidence, access by an unauthorised third party to the Service, failure of the system for security, update, storage and encryption of information contained in the files and/or the information) suffered by the customer, the liability of **DROP CLOUD S.A.S.** may be no more than the loss of an opportunity to reduce the effects of the incident, as the service that is the subject hereof does not exempt the customer, if they so wish, from purchasing insurance appropriate to the IT risks that they wish to protect their company against, particularly in case of the loss of computerised data.

11.8 - However, if the liability of **DROP CLOUD S.A.S.** is implicated, by express agreement, it is clearly agreed that the obligation for compensation shall be limited to the amount of the annual charge for the customer's subscription.

Article 12 - LIMITATION ON CUSTOMER'S TRAFFIC

12.1 - For preventive purposes and to ensure optimal service quality, the quantity of data transferred (known as "traffic") by the customer to their correspondents is limited by a quota.

In the case of a "Business" subscription, this quota is set at five times the subscribed storage space (which may not be carried over from one month to another).

In the case of a free registration, this quota is set at **5 GB** per month (which may not be carried over from one month to another).

12.2 - Although it is improbable during "normal" use of the service, if this quota is reached, **DROP CLOUD S.A.S.** will make contact with the CUSTOMER to inform them of this overrun and find a solution; if the CUSTOMER does not reply, **DROP CLOUD S.A.S.** then reserves the right to suspend access to the storage server within 24 hours following the first warning until the counter is next reset to zero the month following the anniversary date of the order.

12.3 - If the customer wishes to increase their transfer quota, the customer must pay a fixed-fee supplement, payable immediately, of 1 euro ex-VAT per tranche of 1 GB of data transferred.

12.4 - **Each user may connect from a single workstation at any one time (a single IP address per user session open).**

Article 13 - AVAILABILITY OF THE SERVICE

13.1 - **DROP CLOUD S.A.S.** undertakes to use its best endeavour to ensure, under optimal conditions, the hosting and storage of the customer's files and the best possible availability of access to the service up to a **minimum of 97%**, with a service restoration time of less than 12 working hours.

13.2 - This guarantee shall not be understood as an absolute guarantee, in terms of availability or performance, given the structure of the Internet and the inflow of users at certain times.

13.3 - If, during the subscription, **DROP CLOUD S.A.S.** has to take measures to backup or correct its systems that allow access to the content of the online Service, **DROP CLOUD S.A.S.** undertakes to inform the customer of this.

13.4 - The customer is aware that sending malicious files (viruses, Trojan horses, etc.), is prohibited. **DROP CLOUD S.A.S.** has implemented technical restrictions to limit this propagation as far as possible, particularly through preventing the dispatch of file extensions including .exe, .bat, .sh etc.

13.5 - The customer may choose an additional option known as the "**ENTERPRISE SLA**", contractually guaranteeing access to Services up to **99.9% minimum** and a service restoration time:

- of **under 4 hours** for the functions of sending and downloading files,
- of **under 8 hours** for secondary functions (accounts administration, etc.).

At night, during public holidays and weekends, this restoration time may be doubled.

Article 14 - FRENCH DATA-PROTECTION ACT

14.1 - The customer recognises that they have been informed that, in accordance with the provisions of act n° 78-17 dated 6 January 1978, the French data-protection act, the information collected at the time of subscription to the service is necessary to set up the subscription and the service.

14.2 - It is intended for **DROP CLOUD S.A.S.** and its subsidiaries.

14.3 - The customer recognises that they have been informed by **DROP CLOUD S.A.S.** that they have an entitlement to access and rectification.

Article 15 - TERMINATION

15.1 - In case of violation, by one of the parties, of the obligations herein, not repaired within 30 days from the registered letter with return receipt notifying the said violations, either party may terminate the present general conditions.

15.2 - Any default or lateness in payment by the customer shall automatically entail the breach of the present contract. The customer may terminate their subscription before its period by notifying **DROP CLOUD S.A.S.** in writing with a notice period of three months (registered letter with return receipt or e-mail to info@wesend.com). This termination shall not lead to any reimbursement of the current period.

15.3 - The customer recognises having been informed of the fact that in the case of the termination of the contract, for non-renewal or for any other reason, their computerised

data (files, histories, etc.), will be irreversibly deleted from the servers under the entire responsibility of the customer.

Article 16 - ENTIRETY OF THE CONTRACT

16.1 - The present general conditions express all of the obligations of the parties.

16.2 - No general or specific conditions shown in documents sent or presented by the parties may be incorporated herein.

Article 17 - PARTIAL INVALIDITY

17.1 - If one or more provisions of the present contract are held to be invalid or declared as such in application of a law, a regulation or following a final decision from a competent jurisdiction, the other provisions shall keep their entire force and scope, except where the invalid provisions have a substantial character and their disappearance calls into question the balance of the contract.

Article 18 - TITLES

18.1 - In case of difficulties in interpretation between any of the titles shown at the heads of the clauses and any of the clauses, the titles are declared not to exist.

Article 19 - LAW

19.1 - The present general conditions are subject to French law.

Article 20 - JURISDICTION

20.1 - In case of any disputes and if it is not possible to reach a privately-negotiated agreement between the parties, express competence is given to the Paris commercial court, notwithstanding multiple defendants or third-party appeal, even for emergency procedures or conservatory measures, under summary proceedings or by petition.