



DFi Service S.A. GENERAL TERMS AND CONDITIONS v_3.0 in force as of 31st March 2010

PRELIMINARIES

These General Terms and Conditions apply to all services and to the usage, whether full or partial, of the infrastructure of the network provided by DFi for voice and data storage, transmission, and exchanges.

On principle, they govern relations between DFi, its Customers, and Third Parties, barring any express, formal written derogation.

These Terms and Conditions cancel and replace any oral or written agreements that the parties may have been previously established in this regard.

The current version of the General Terms and Conditions has been published on the following website: www.dfi.ch

ART. 1. DEFINITIONS

"DFi": DFi Service SA, telecommunication services provider and software editor.

"Customer": A natural person or corporate body that makes use of a format that has been marketed and/or uses a service developed by DFi.

"Third Parties": Any natural persons or corporate bodies that may be led to collaborate with DFi and/or the Customer.

"Services": All the services developed and/or marketed by DFi.

"Subscription": Subscription to an agreement for a connection to a network or a service

"Technical activation": The activation of telecommunications services (Internet, ADSL, VoIP...) by Third Parties beyond the control or will of DFi.

"Service activation": Delivery of the service to the Customer after the technical activation.

"Access": The Customer's access to DFi's services.

"Network": All facilities ensuring the transmission and/or routing of telecommunications signals or data, as well as the exchange of information, between this network's endpoints. The fact that the network is internal, local, public, private, or any other type is irrelevant; this term is used for Internet, Intranet, and Extranet networks.

"Server": Computer system used to run the administration software and control access to the network and its resources.

"Data": Any type of information, primarily texts, images, sounds, videos, etc. travelling over a network and/or stored on a server.

ART. 2. SERVICES PROVIDED BY DFI

DFi shall develop and/or provide telecommunications and computing services.

These services shall pertain primarily to the connectivity, hosting, and development of applications, as well as to related services.

DFi shall provide its services with professionalism and conscientiousness in accordance with the General Terms and Conditions and with other contractual provisions. DFi shall endeavour to provide its Customers with the most modern technology in order to improve the quality and availability of its services on an ongoing basis.

Within the context of current technical and operational possibilities, DFi shall ensure additional services insofar as the Customer consequently provides suitable facilities.

The availabilities of various services are specified in other contractual provisions, such as subscriptions.

ART. 3. NETWORK MAINTENANCE

DFi shall ensure appropriate maintenance procedures for its network in accordance with the state of the art. During hours of operation, DFi shall repair any failures that pertain to its sphere of influence within an appropriate time frame with the means that DFi shall be reasonably expected to have.

If DFi's intervention is requested for a failure brought on by a cause not found on the network, the costs of these repairs shall be borne by the Customer.

ART. 4. USE OF THIRD PARTIES

In order to comply with its contractual commitments, DFi may, at any time, make use of Third Parties. In this event, they will be subject to these General Terms and Conditions.

ART. 5. THE CUSTOMER'S OBLIGATIONS

Facilities connected by the Client

The Customer shall agree to connect the network to only those facilities that comply with the provisions of telecommunications legislation.

Liability for use of access

The Customer is liable for any use of his/her access, even by unauthorised third parties.

Systems security

In accordance with the state of the art, the Customer shall take measures to prevent any unauthorised interference in third-party systems and any spread of computer viruses, worms, Trojan horses, logic bombs, etc.

Ethics

The Customer agrees to promote DFi's ethics by refraining from and banning the publication or transmission of data that violate the following:

- intellectual property rights
- laws pertaining to unfair competition and consumer protection
- laws pertaining to money laundering
- and any documents considered to be threatening, violent in nature, racist, xenophobic, pornographic, etc.

Moreover, the Customer shall refrain from the excessive use of services and/or infrastructures made available to him/her, primarily in the event of unsolicited mass e-mailings (Spam).

DFi cannot be held liable for this information or any information that the Customer receives or that Third Parties distribute or offer over the telecommunications networks.

Passwords and related information

The Customer shall ensure the secrecy of any passwords entrusted to him/her and shall be held liable for any ensuing damage.

ART. 6. DELIVERY OF OBJECTS, RETENTION OF PROPERTY RIGHTS, COMPLAINTS, AND GUARANTEE

At the time of reception, it is up to the Customer to verify the condition and quantity of the hardware, which is shipped with a packing slip from DFi and, if necessary, to lodge any objections no later than forty-eight (48) hours after the time of reception.

The objects sent to the Customer shall remain the property of DFi until the established price and all corresponding taxes are paid in full. If the Customer has defaulted on his/her payment, DFi shall, after an injunction is issued, be legally entitled to demand that the objects must be returned at the Customer's expense.

The guarantee shall be valid only in cases where interventions and/or repairs are carried out by DFi and/or the manufacturer. When the object that has been purchased is defective, DFi may repair the defect or provide the Customer with a suitable replacement.

All other claims are expressly excluded.

ART. 7. RATES

Rates may be obtained from DFi, which reserves the right to modify them at any time.

ART. 8. BILLING AND PAYMENT CONDITIONS

General information

The Customer agrees to pay the billed amount no later than the due date that appears on the bill.

Prior to the due date, the Customer may contest the bill in writing along with an explanation of his/her reasons. However, he/she is still obligated to pay the bill before the due date. After this date, the bill must be accepted, and no objections shall be admitted.

Late payments

If the payment is not made on or before the due date, the Customer shall automatically be considered to have defaulted on his/her payment, even if a reminder has not been sent to him/her. DFi reserves the right to bill CHF 30.- for each reminder.

If the Customer does not pay after the first reminder, DFi can immediately suspend the delivery of its services without notice and without compensation. In the event of such a suspension, the Customer shall, furthermore, be obliged to grant DFi access to the used equipment in order to uninstall it.

Advance guarantee

DFi shall reserve the right to require an advance payment and/or a guarantee.

Guarantees paid in cash as security deposits shall be returned with the rate of interest applicable to savings accounts. DFi can cover any debt incurred by the Clients with the guarantees that have been provided.

Compensation

Customers shall not be entitled to cover debts to DFi with any counter-debts.

ART. 9. NETWORK AVAILABILITY

DFi shall implement everything with regard to its network but nevertheless cannot ensure that it will operate without failure.

Planned interruptions shall be announced on DFi's website 48 hours in advance.

In accordance with the subscription plans, a "Service Level Agreement" may be set up.

With regard to other telecommunications operators' networks and connections, no assurance and no guarantees shall be given with regard to availability, quality, operations, or assistance for voice communication and/or data transmission.



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ART. 10. START, SUSPENSION, CANCELLATION OF SUBSCRIPTIONS

As a general rule, the subscription shall take effect from the moment when the service is considered to be activated and/or started.

Unless another agreement has been reached, the subscription shall be valid for a period of at least one year. Unless it is cancelled at the end of the period, the subscription of limited duration shall be renewed by tacit agreement for the billing period.

The subscription may be cancelled at the end of the initial period if notice is given one (1) month in advance before the end of a billing period.

If there are well-founded indications of illegal use or access, if such use has been reported by a competent authority or stated in the form of a final judgment, DFi may require the Customer to use the object and/or service in accordance with the law or cancel the agreement without warning and without compensation, demanding, if necessary, the payment of damages.

ART. 11. FORCE MAJEURE

The following shall be considered to be cases of *force majeure*, other than those usually accepted by Jurisprudence of Swiss Courts and Tribunals, especially total or partial strikes within or outside the company, lockouts, inclement weather, impediments to transport or supplies for any reason whatsoever, earthquakes, fires, floods, water damage, governmental or legal restrictions, impediments to telecommunications networks, power failures, the appearance of viruses, and other cases beyond the control or will of the parties that prevent the normal delivery of Services.

In the cases listed above, all contractual obligations shall be suspended.

ART. 12. DFI'S LIABILITY

Insofar as it is legally admissible, liability for indirect and successive damage is excluded.

In the event of serious or intentional misconduct, any proven liability attributed to DFi shall be limited to credit note equal to one month of subscription in proportion to the yearly subscription of the agreement.

ART. 13. DATA PROTECTION

DFi agrees to conscientiously process its Customers' data and to comply with provisions regarding data protection.

DFi shall only enter, record, and process the data needed to comply with its contractual obligations, monitor its customer relations, ensure high-quality services and the security of its operations, and to carry out its billing procedures.

Non-personal Customer data, such as IP addresses, are automatically memorised and stored due to the technical process that is applied and in accordance with legislation that is currently in force.

The Customer authorises DFi to process and use its data internally and with the companies within its group, in order to allow it to ensure an optimal level of service and to inform him/her about current offers being promoted by DFi and the companies within its group.

To this end, DFi shall take measures to protect its network. However, absolute protection against interventions or illegal eavesdropping cannot be guaranteed; thus, DFi cannot be held liable for such interference.

ART. 14. CONFIDENTIALITY

DFi shall ensure the safekeeping of information that is entrusted to it by the Customer; this information shall be considered to be confidential and handled with discretion. The Customer, however, agrees to keep a duplicate of every document entrusted to DFi.

The Customer acknowledges that all written and verbal information pertaining to DFi's know-how is the product of original creative efforts and is confidential in nature. Consequently, the Customer agrees not to use it for his/her own purposes or to disclose it beyond what is needed to enforce the agreements.

ART. 15. INTELLECTUAL PROPERTY

For the duration of the agreement, DFi shall grant the Customer a non-transferable, non-exclusive right to use the services and products made available in accordance with these General Terms and Conditions and other contractual provisions. All intellectual property rights shall remain the property of DFi or the licensor.

The Customer agrees to notify DFi of any trespassing or infringement upon these intellectual property rights by Third Parties as soon as he/she learns of it.

ART. 16. NON-SOLICITATION OF PERSONNEL

The Customer shall be prohibited from hiring, either directly or through an intermediary, any collaborator belonging to DFi or any company within its group without the express consent of DFi.

This abstention shall persist for the entire duration of the agreements, followed by an additional twelve (12) months.

In the event of non-compliance, the Customer must pay DFi damages in the form of a lump sum equal to the gross salaries or fees that this collaborator would have earned from DFi during the year preceding his/her departure.

ART. 17. WAIVER

The fact that either of the Parties has not required the application of any clause included within these General Terms and Conditions, either permanently or temporarily, cannot, under any circumstances, be construed as a waiver of that party's rights stemming from said clause.

ART. 18. CHANGES TO THE GENERAL TERMS AND CONDITIONS OR TO THE SUBSCRIPTIONS

DFi shall reserve the right to adapt its services, prices, and these General Terms and Conditions at any time. The Customer shall be notified of these changes in writing, and they shall be accepted if the Customer has not lodged an objection within one (1) month.

If the Customer notifies DFi of his/her refusal of the proposed changes, this refusal shall lead to notice being given regarding the cancellation of the agreements in the sense and under the conditions of **ART. 10. CANCELLATION** above, it being specified that only the former terms and conditions of the agreements shall be applied to all accounts that are still active until the cancellation or renewal date.

In the event of a contractually established minimum duration, the Customer shall be entitled to cancel the agreement early before the date when any price increases take effect without suffering any financial consequences due to this action.

In the event that the tax rate schedules and taxes (especially the VAT) are changed, DFi shall be authorised to adapt its rates consequently. In this case, the Customer shall not be entitled to early cancellation.

ART. 19. TRANSFERS OF RIGHTS OR OBLIGATIONS BY DFI

Unless prior consent is given by DFi, the Customer shall not be authorised to transfer any of the rights and obligations stemming from these General Terms and Conditions or agreements to another party.

DFi reserves the right to transfer the rights and obligations stemming from these General Terms and Conditions or agreements to another company within its group.

ART. 20. TRANSLATIONS

If the General Terms and Conditions are translated into other languages, the French version shall prevail.

ART. 21. PLACE OF JURISDICTION AND APPLICABLE LAW

Swiss law shall apply to these General Terms and Conditions. If an amicable resolution cannot be reached, and when one party has duly notified the other party, any dispute shall be brought before the authorised Court of Geneva.

Signatures, initials* and Company stamp

Two (2) copies of this document have been dated in Geneva