

TERMS OF USE AND SALE

6 October 2014

Translation for informational purposes. Only the French version prevails.

The following describes the Conditions under which DStorage SAS / 1fichier.com (referred to as "DStorage", "1fichier.com", "Us") provides services ("Service") to you ("Customer", "User", "You").

By registering for and using our services or accessing or using any of our websites, you declare accept unreservedly these.

We reserve the right, at our sole discretion, to refuse access to anyone at our Web sites and services that we offer.

1. The User

1.1 Required information

Our services are available to any person aged over 18 and full legal capacity.

The User certifies that the information provided are true, accurate, current and complete.

The User undertakes to update them to ensure that this information is true, accurate, current and complete. If any information proves false, inaccurate, not current or incomplete, we reserve the right to suspend or terminate the User's account and cancel this Agreement.

1.2 Privacy

The User is solely responsible for maintaining the confidentiality of Customer access information, and is responsible for all activities that occur under his account. The User must immediately contact us if notices any activity indicating that his account is used in an unauthorized manner, or that its data are used without permission.

2 User data - Legal

The User is solely responsible for the data it stores on our servers.

The User controls its data through the access and removal links generated and the management panel.

Access and removal links are considered private and are the sole responsibility of the User.

In addition, to ensure more privacy, we provide to the user additional control features. However, for maximum privacy, we recommend to send encrypted to our servers.

The user acknowledge the status of Hosted within the meaning of section 612 of the Act No. 2004575 of June 21, 2004.

DStorage cannot be held responsible for the content stored by the user.

You agree not to use our services for:

- upload, post, transmit any Content that spreads messages or referring to torture or death.
- harm minors in any way, including through any form of child pornography.
- upload, post or make available any Content that infringes any patent, trademark, trade secret, intellectual property rights or other property right belonging to third.
- send unsolicited commercial emails (spam). Sending spam is prohibited.
- ensure the anonymity of activities that are illegal, fraudulent or violate intellectual property rights of any third party; content harmful, threatening, unlawful, defamatory, infringing ensure the anonymity of activities that are illegal, fraudulent or that violate intellectual property rights of any third party;
- wittingly or recklessly, allow others to use our services: (i) for any unlawful purpose, invasive, harmful, defamatory or fraudulent, (ii) to alter, steal, corrupt, disable, destroy, unlawful entry or breach any security or encryption of a computer file, database or network, (iii) materially interfere with the use of our network by other customers or authorized users (iv) in violation of these Terms of Use DStorage infrastructure providers, provided that you have knowledge of such policies and such policies are publicly available on the websites of infrastructure providers, or (v) a manner that is inconsistent with the generally acceptable Internet etiquette;
- attempt to obtain access to any account or computer resource that is not yours without permission from the owner (eg. piracy);
- interfere in the use or enjoyment of our network or any other service by other customers or authorized users. This includes overuse erode the equitable use by other users and DStorage customers;
- import any copy of "parallel importation" of protected copies for the purpose of sale, lease, distribute or otherwise make or receive rewards, and
- import or possess any copies of "parallel importation" of protected copies such as movies, television dramas, sound or visual recordings of music to play or show in public, including, without limitation, karaoke lounges, restaurants or shops, etc..

We reserve the right to suspend or terminate any account that violates these rules without prior notice.

Moreover, according to the laws, if the user were to violate these rules, we will and will cooperate actively with law enforcement and government authorities in collecting and communicating information about the user, the Content and on people who could access, acquire or use such Content.

3. User data - Guarantees

We provides professional online storage services. DStorage not be held liable for any obvious errors due to the Client.

Only metadata and digital archive logs stored on DStorage servers shall prevail.

4. Refund policy

To be able to deliver the Service immediately to the User, User expressly waives any statutory withdrawal period.

5. Delay / Failure to pay

In case of any default, the user account will be immediately downgraded into a "free" account, with its respective characteristics.

In all cases, DStorage will endeavor to notify the Customer by email of the status of the customer account.

6. Misuse

The User shall in no way divert the offers and/or available resources. We reserve the right to suspend or terminate any account that violates these rules without prior notice.

7. Compensation

You agree to defend, indemnify and hold harmless, DStorage SAS, its affiliates and their respective suppliers, officers, directors, employees and agents against all claims, demands, legal proceedings, recoveries, losses, damages, fines, penalties, including but without limitation, reasonable legal fees, resulting from or alleged use of the Service or your violation of the rights of third parties or breach hereof.

8. Disclaimer

Your use of our services is at your own risk. If you are dissatisfied with any aspect of our Service or with these Terms of Use or any other rule or policy, your sole remedy is to discontinue use of the Service. You expressly understand and agree that We shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (a) the use or inability to use this service, (b) the costs of supplying goods or services resulting substitution of any goods, data, information or services purchased or obtained or any message received or transactions entered through the service and (c) unauthorized access or alteration of your transmissions or data, (d) statements or conduct of any third party service, or (e) any other matter related to service.

9. Modification of Agreement or our services – Force Majeure

We reserve the right to change these at any time and without prior notice.

In addition, in case of Force Majeure, we reserve the right to modify or discontinue the Service, temporarily or permanently, without notice.

You acknowledge that we can not be held responsible against you or any third party for any modification, suspension or discontinuance of the Service.

You acknowledge that we may establish general practices and limits on the use of the Service, including the maximum disk space that will be allotted on our servers, and the maximum number of times (and maximum) where you can access the Service in a given time.

You further acknowledge and accept our right to modify at any time the amount of the cost of membership without prior notice.

The change in the cost of the subscription fees will take effect at the expiration of any existing Customer subscription.

10. Termination

The subscriptions are for a specific duration. You're free or not to extend your subscription at your convenience.

You agree that any termination of your access to the Service pursuant to the terms hereof may be effected without prior notice.

You acknowledge and agree that We may, in accordance with these and laws, to deactivate or remove at any time and with immediate effect your account or content.

Further, you agree that We shall not be liable for or against you that a third of such termination.

11. General Provisions

11.1 Severability

The invalidity of any provision hereof, under such a law, regulation or following a decision of a competent court has the force of res judicata does not entail the nullity of the other provisions that these retain their full force and scope.

In this case, the parties shall to the extent possible, replace the annulled provision by a valid provision corresponding to the spirit and purpose of the contract conditions.

11.2 Title

The titles of the articles of Conditions of Contract for the sole purpose of facilitating references and are not by themselves a contract value or special meaning.

11.3 Communications

For exchange of information via email, the date and time of the server will DStorage faith between the Parties.

This information will be retained by DStorage throughout the period of contractual relations.

All notices, communications, demands under the Terms shall be deemed to have been validly delivered if sent by registered letter with acknowledgment of receipt to:

- For DStorage: 9 Grands Prés, 88240 La Chapelle Aux Bois
- For the Customer at the address and / or e-mail that has provided DStorage

12. Jurisdiction

In case of dispute with a client is not considered as a consumer within the meaning of the Consumer Code, jurisdiction is assigned to the Commercial Court of Epinal (France), notwithstanding plurality of defendants or warranty, including the measures emergency academies in summary or on request.

13. Law

This contract is governed by French law. It is well to substantive rules as to the rules of form, excluding the one hand, the rules provided for by French law, and secondly, the provisions of French law that would contrary to this Agreement.

In case of any difference of interpretation, the French version shall prevail.