

TERMS OF USE AND SALE

19 Juin 2018

Translation for informational purposes.

Only the French version prevail.

The following describes the Conditions under which DStorage SASU / 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 to deny access to our services to anyone who may compromise their integrity.

1. Definitions

Cold Storage: any content having no access for more than 60 clear days.

Hot Storage: Any content that does not fall within the definition of Cold Storage.

CDN: Content Delivery Network. Billing is done to the volume of data sent. https://en.wikipedia.org/wiki/Content_delivery_network

2. Description of the Service

The Service is intended for Users wishing to store digital content of any kind on DSTORAGE servers.

DSTORAGE offers a storage service that can be used to communicate the content to the public and is therefore a hosting provider within the meaning of the applicable legislation. DSTORAGE also allows its Users to store content in a private area. DSTORAGE is as such a simple storage service provider.

Any storage of content on DSTORAGE's servers generates a hypertext link that the User is free to communicate (with or without restrictions to access) to the public or to persons of his choice.

Any content communicated to the public in violation of the rights of third parties may be withdrawn under the conditions provided by DSTORAGE and accessible at the address <https://1fichier.com/signalement.html> corresponding to the quality of a hosting provider within the meaning of Article 14 of Directive 2000/31 of 8 June 2000 and Article 6-1-2 of the LCEN of 21 June 2004 and the relevant liability regimes.

3. Registration to the Service

Registration to the Service allows subscription to paid offers and access to a wider range of features. Registration is optional and is not essential for the use of the basic functions of the Service.

To register for the Service, the User must enter an identifier (a valid email address) and a password of his choice with a high degree of security.

Additional security features are made available to the User on his management panel accessible at the address

<https://1fichier.com/console/> after identification.

4. Procedure for accepting an offer and payment

The offers proposed by DSTORAGE are described with their various options from the page "Prices" accessible at the address <https://1fichier.com/tarifs.html>.

Free Offer (Freemium)

The free offer is offered by DSTORAGE in Freemium. In concrete terms, this means that the User can use and test a voluntarily degraded service for free, including through advertisements, and decide, if necessary, to subscribe to a paid offer.

The User can access the free offer as "guest" or as "registered". Each of these access options has its own characteristics.

To access the services as a "guest", the User do not need to identify himself. He just has to select the files he wants to store and transfer them to the servers of DSTORAGE via the 1fichier.com website. Once this step has been completed, the User will be given a unique and secure hypertext link to access the content and another hypertext link allowing him to remove it from the DSTORAGE servers. The User accepts that the use of the services as a "guest" implies the retention by DSTORAGE of access metadata on DSTORAGE servers in accordance with the legal provisions, as well as the display of advertising offers.

To access the services as a "registered", the User must only register and identify himself using a valid email address and password. He then accesses his personalized area and can then administer his contents according to the possibilities provided by the Site as described in paragraph 1 of this "Description of the Service".

The User agrees, in addition to the data kept as a "guest", that DSTORAGE keeps his email (as an identifier) and his password encrypted.

Paid Offers

The User may choose to subscribe to one of the proposed paid offers (Premium, Access, CDN, Cold Storage) in order to access additional features and services described in the "Pay Services" tab of the panel.

The User then selects the offer of his choice and is sent back to the payment page, summarizing the order, and then chooses the payment method according to those proposed.

The user must then, to finalize his order, validate the page with mention "ORDER WITH OBLIGATION TO PAY".

Once the payment is made, the order is final.

The User will receive a payment receipt by e-mail containing the indications mentioned during the process of validation of the order.

a) Premium Offer

The Premium offer includes undegraded access to storage services, including all the features available on it as well as all the best network interconnections available to DSTORAGE. The offer includes by default an unlimited amount of Hot Storage, 2TB of Cold Storage, 100GB per month of CDN credits.

Additional Cold Storage capabilities can be ordered through the account management interface. Any unpaid can lead to irremediable data loss.

b) Access offer

The Access offer includes non-degraded access to storage services, including some features made available to this offer and detailed on the site. The offer includes by default a space of 1TB of temporary storage as defined on the site.

c) CDN Offer

The CDN Offer is mainly dedicated to professional uses, and allows, among other things, to delegate the distribution of content to DSTORAGE. Billing is done at the volume of data sent. DSTORAGE calculates near-byte usage. Access Statistics and User Account credits available on its interface.

Any claim relating to the use of CDN credits must be made within a maximum of 3 calendar months. Beyond this, DStorage will no longer have information about their use (in accordance with its privacy policy) and the use cannot be disputed.

5. The User

5.1 Required information

Our services are available to any individual over the age of 18 and in full legal capacity.

The User certifies that the information he provides are true, accurate, up-to-date and complete.

The User agrees to update them to ensure that this information remains true, accurate and complete. If any of the information provided is false, inaccurate, out of date or incomplete, we reserve the right to suspend or terminate the User's account and cancel this Agreement without your potential harm being repaired.

5.2 Protection of personal data

The User is solely responsible for maintaining the confidentiality of his identifiers, and is held responsible for any activity taking place on his account.

The User must immediately contact us if he notices any activity indicating that his account is used in an unauthorized manner, or that his data are used without his permission.

DSTORAGE, controller, implements an automated processing of personal data whose purpose is the management of its website and the proper delivery of the Service.

The data collected is necessary for this treatment and is intended for the services provided by DSTORAGE and, where appropriate, by its subcontractors and service providers. Anyone using the services provided by DSTORAGE may consult its privacy policy informing about the use that is made of your personal data (<https://1fichier.com/cgu.html>).

6. User's Data - Legal dispositions

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

The User controls his data by the download and removal links generated and through the management console provided for this purpose.

The management of download and removal links are the sole responsibility of the User.

In addition, to ensure complete control of its data, we make available to the user many features for restricting and controlling any access granted.

However, for maximum security, we recommend, to encrypt the data before sending them on our servers.

The User recognizes the status of Hosting service within the meaning of Article 6-I-2 of Law No. 2004575 of 21 June 2004, as assessed by the decision of the Constitutional Council of 10 June 2004, the European transposition of the Directive "e-commerce". DSTORAGE cannot be held responsible for the contents stored by the User, whatever they are under the conditions set out in his withdrawal policy (<https://1fichier.com/signalement.html>).

You agree not to use our services for:

- a. upload, send, transmit any content that conveys hate messages or references to torture or death.
- b. to harm minors in any way, including through any form of child pornography.
- c. upload, post, transmit any content violating any patent, trademark, trade secret, literary and artistic property rights or any other proprietary right belonging to a third party.
- d. send unsolicited advertising e-mails ("spam").
- e. anonymize activities that are illegal, fraudulent or infringe intellectual property rights of a third party; harmful, threatening, illegal or defamatory content;
- f. knowingly or by recklessness or negligence, allow others to use our services: (i) for any purpose that is unlawful, invasive, prejudicial, defamatory or fraudulent; (ii) to alter, steal, corrupt, disable, destroy, illegally enter or otherwise violate the security or encryption of a computer file, database or network; (iii) to interfere materially with the use of our network by other authorized customers or users; (iv) in violation of these terms of use of the DSTORAGE infrastructure providers, provided that you are aware of such policies and that such policies are publicly available on the infrastructure providers websites; or (v) in a manner that is inconsistent with the generally acceptable principles of Internet etiquette;

g. attempt to gain access to any account or computer resource that does not belong to you, without the owner's permission (e.g., hacking);

h. interfere in the use or enjoyment of our network or any other service by other authorized customers or users. This includes overuse that deteriorates fair use by other users and customers of DSTORAGE;

i. import any "parallel import" copy of protected copies for the purpose of selling, renting, distributing or otherwise enjoying or receiving reward;

j. import or own any "parallel import" copies of protected copies such as films, music, music or sound recordings for playing or presenting to the public, including, but not limited to, karaoke parlors, restaurants or shops, etc.

We reserve the right to suspend or terminate any account that violates these rules, without prior notice, in accordance with Directive 2000/31 / EC of June 8, 2000 and the Law in Trust in the Digital Economy of June 21, 2004 appreciated by the decision of the Constitutional Council of June 10, 2004 and the withdrawal policy put in place by DSTORAGE in application of its obligations as a host.

In addition, according to the legal provisions in force, if the User breaks these rules, we will actively assist and cooperate with law enforcement and governmental authorities by gathering and communicating information about the User, the content, and on people who may have accessed, acquired or used these contents.

7. Legal withdrawal period

The User who accepts the TOS as a consumer (that is to say, natural persons who act for purposes that are not part of their commercial, industrial or liberal industrial activity) within the meaning of the case law French and European has a right of withdrawal of 14 days in accordance with Article L. 121-20-12 of the Code of Consumption.

However, the Customer agrees that the issue and execution of the Service during the 14 days period no longer allows the exercise of the right of withdrawal in accordance with Article L. 121-20-12, II, 2° of the Code of the consumption.

8. Delay / Failure to pay

For any payment default, the User account will be immediately downgraded to a "free" account, with its own characteristics. Excess stored data may be deleted according to the characteristics of the service (30 days after the last access).

In all cases, DSTORAGE will endeavor to notify the Customer by e-mail of the status of the Client account.

9. Intellectual Property

All content present or made available through the Site, such as text, graphics, logos, buttons, images, music tracks, digital downloads, compilations of data, software and any element of Site, is the property of DSTORAGE,

and is protected by French and international law of intellectual property, copyright and the protection of databases.

10. Hijacking

The User must not in any way divert the proposed offers as well as the resources made available, including, but not limited to,

- by sharing his account (access from only 1 internet access – IP address - at a time),
- via the use of any professional server, having an abnormal consumption of data in relation to a customary use,
- via immoderate and uncontrolled use of connected objects ...

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

11. Liability

- a) The issue of the Service

The User acknowledges that in view of the highly technical nature of the Service, DSTORAGE is subject to a general obligation of means.

It is reminded that the Internet is a network composed of operator's interconnection, of which DSTORAGE is only a link. DSTORAGE does not guarantee any quality of service outside its own network. DSTORAGE strictly complies with its obligations, in particular the art L224-30 of the Consumer Code and ensures that no point in its network is saturated, provides detailed information about its network and testing tools network directly available on his site at <https://1fichier.com/network.html>.

By express agreement, in case of questioning the responsibility of DSTORAGE, which (s) is / are the nature and / or the basis of the action:

- only direct damages are likely to give rise to compensation and provided that the Client establishes a direct causal link between the alleged damage and the proof of a breach of the contractual obligations of DSTORAGE;
- all indirect, consequential or incidental damages suffered by the Customer, in particular in the event of interruption of the operation of the Site, loss or alteration of data and / or files and / or programs, operating loss, commercial loss, loss of any clientele, commercial disturbance, loss of image, suffered by the Customer, its users and / or by a third party, will not be entitled to compensation for the benefit of the Customer, even if DSTORAGE has been notified of the occurrence such damage;

- b) As to the data stored by the User

By express agreement, the User is fully responsible for the data stored on the servers of DSTORAGE with regard to third parties.

In this regard, the User agrees that DSTORAGE can remove the contents of users in application of its removal policy at the address <https://1fichier.com/signalement.html>

The User declares to be aware that the removal procedure put in place by DSTORAGE respects the imperatives of balance between the interests in question (individual liberties and subjective rights of third parties) advocated by Directive 2000/31/EC. However, in the event that a French court or another State invalidates this procedure, You agree to defend, compensate and exonerate DSTORAGE, its affiliates and their respective suppliers, officers, directors, employees and agents against all claims, application, legal action, recovery, loss, damages, fine, penalties, including, but not limited to, reasonable, alleged or resulting costs of the use of the service or your violation of the rights of third parties or the violation of present.

12. Amendment of the Agreement or our Services - Force Majeure

We reserve the right to modify the TOS at any time without prior notice.

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

You acknowledge that we can not be held liable against you or against third parties for any modification, suspension or interruption of the Service.

In order to protect the integrity of the services, you acknowledge our right to establish conditions and limitations to the use of the Service, including the maximum disk space that will be allocated to you on our servers, and the maximum number of times (and the maximum duration) that you will be able to access the Service within a given period of time.

Our prices are set freely and can be changed without notice.

Limitations may be reviewed based on market changes imposed to DSTORAGE.

The User will be informed of any modification by a message communicated from the Site and will have a period of 15 days to express his will not to accept the new Terms. After this period, the User will be deemed to have accepted the new Terms that will be opposable thereafter.

13. Termination

Subscriptions are subscribed for a fixed term.

You are free to extend your subscription period at your convenience.

You acknowledge that any termination of your access to the Service for non-compliance with your obligations as provided for in these Terms may occur without prior notice.

You acknowledge and agree that We are entitled, under this Agreement and any applicable law, to disable or remove your account or any content at any time and with immediate effect.

You acknowledge the right to DSTORAGE, for reasons of security and integrity of its

information systems, to lock and then delete any account without activity for more than 6 months.

You further acknowledge that We can not be held liable against you or any third party for such termination.

14. General Provisions

14.1. Divisibility

The invalidity of any of the clauses hereof, in particular pursuant to a law, a regulation or following a decision of a competent Jurisdiction having the force of res judicata, shall not result in the nullity of the other clauses. hereof which will retain their full effect and scope.

In this case, the parties shall as far as possible replace the canceled provision with a valid provision corresponding to the intent and purpose of the Contract Terms.

14.2. Title

The headings of the Articles of Contract are for the sole purpose of facilitating references and do not in themselves have a contractual value or special meaning.

14.3. Communications

For any email exchange of information, the date and time of the DSTORAGE server will be binding between the Parties.

This information will be kept by DSTORAGE in accordance with the legal provisions in force.

All notifications, communications, formal notices provided for by the General Conditions will be deemed to have been validly delivered if they are sent by registered letter with acknowledgment of receipt to:

- For DSTORAGE: 9 Grands Pres, 88240 La Chapelle Aux Bois
- For the Customer: to the postal address and / or e-mail that he has provided to DSTORAGE

15. Evidence Agreement

The User agrees that the files, data, messages, computerized registers and login data, recorded in the computer systems of DSTORAGE, are admitted as modes of proof within the framework of the Contract

16. Attribution of jurisdiction

In the event of a dispute with a customer who is not considered a consumer within the meaning of the Consumer Code, express jurisdiction is attributed to the Commercial Court of Epinal (France), notwithstanding the plurality of defendants or the warranty claim, including for urgency, interim measures or on request.

In the event of a dispute with a customer considered as a consumer within the meaning of the Consumer Code, express jurisdiction is attributed to the Tribunal d'Instance d'Epinal.

The Client is informed that he also has the possibility of appealing to a mediator in case of dispute. All information to introduce such a mediation can be consulted on the dedicated state platform accessible at the following address:
<https://www.economie.gouv.fr/mediation-conso>

17. Applicable law

The present contract is regulated by French law. It is thus for the substantive rules as for the rules of form, excluding the conflict rules provided by the French law.