

# DStorage

SASU au capital de 30 000 €

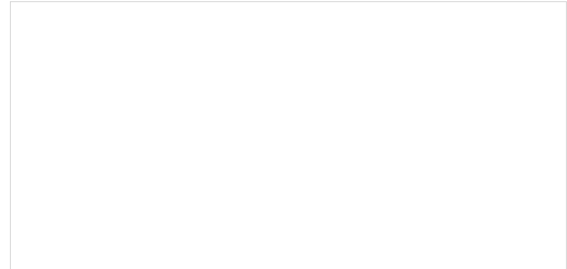
9 Les Grands Prés

88240 La Chapelle Aux Bois

[contact@dstorage.fr](mailto:contact@dstorage.fr)

RCS Epinal 511 962 979

TVA FR 67 511 962 979



*La Chapelle aux Bois, date*

## SERVICE PROVIDER AGREEMENT

REMOVAL OF PUBLIC CONTENT STORED ON COMPUTER SERVERS

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### BETWEEN

The company DStorage S.A.S.U., headquarters located at 9 Les Grands Prés, 88240 La Chapelle Aux Bois, FRANCE.  
RCS EPINAL 511 962 979, having as legal representative Mr Nessim Yohan TORDJMAN.

**Hereinafter « the Hoster »**

### AND

**Hereinafter « the Notifier »**

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### Article 1. Preamble

The Notifier is a legal or natural person who wishes remove a content stored on the servers of the company DStorage, acting as a technical intermediary.

The Notifier declares that he has read the legal withdrawal procedure proposed by the Hoster (Option 1) but wishes to derogate from it by signing this contract. In other words, subscribing to the conditions below, the Notifier declares to circumvent the judicial intervention of a judge while only a judge is competent to pronounce the illegality of a content.

The Notifier declares to be aware that this agreement goes beyond the legal and is likely to infringe on individual freedoms of users of services offered by the Hoster.

The Notifier declares to be aware that this contract can cover only public content and usefully refer to the website page (<https://1fichier.com/signalement.html>)

### Article 2. Purpose

This contract aims to organize the removal of content deemed to be illegal by the Notifier outside the legal procedure provided by the Law for Confidence in the Digital Economy of 21 June 2004 as interpreted by the Constitutional Council in its decision of 10 June 2004.

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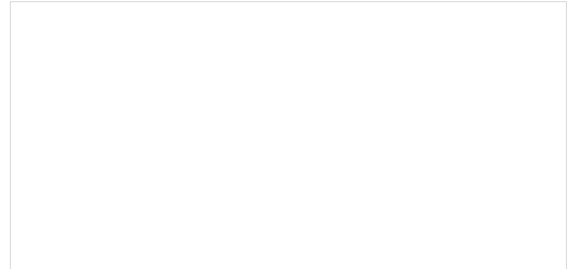
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### Article 3. Duties of the Notifier

The Notifier must minimally provide the information required in the notification process under Article 6-I-5 LCEN, namely:

- Date when the content has been identified;
- If the Notifier is a natural person: name, profession, address, nationality, date and place of birth; if the Notifier is a Corporation: its form, its name, registered office and the body that represents it legally;
- The description of the facts and their precise location ;
- The reasons why the content should be removed, with the text of the legal provisions and the facts of justifications;
- A copy of the correspondence sent to the author or publisher information or suspicious activities

The Notifier has to provide all power to him to justify his withdrawal request.

The Notifier has to provide evidence that the content has been downloaded in the period of three months preceding the notification.

### Article 4. Obligation of the Hoster

When all the conditions relating to the withdrawal request are met, the host undertakes to remove content from its servers.

The refusal to grant the request for withdrawal by the Host will not lead to any justification on his part.

### Article 5. Warranty of the Notifier

If user's rights are infringed by the removal of a content performed under this contract, the Notifier ensures the defence of the Hoster at its sole expenses and indemnify the Hoster of all damages and losses, costs and expenses which would be sentenced under the Host of a court decision or transaction with the third party.

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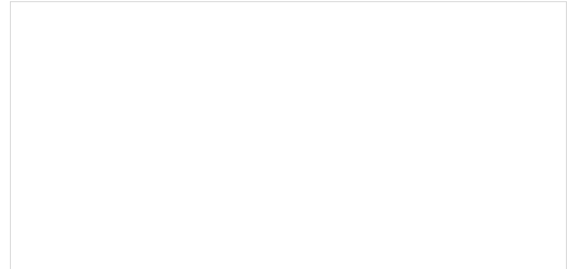
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### Article 6. Damages and Interest

The Notifier is committed to ensuring that contents notified under this contract are on the servers of the Hoster and cover only public content.

As such, the Notifier agrees to indemnify the Hoster, up to five (5) euros per content, notified for any content:

- for which the access to the final content would not be communicated while it is needed to access the content (encrypted, protected by a password or an access restriction);
- Which would be a private content;
- No longer exists on the servers of the Hoster;

### Article 7. General Provisions

#### **CONVENTION OF PROOF**

Unless otherwise stipulated in the Contract, files, data, login data, messages and computerized records stored in computer systems of the Hoster will be admitted as proof of communications occurring with the Notifier, provided they are made and kept in conditions that guarantee their integrity.

#### **LANGUAGE OF THE CONTRACT**

The Agreement is drafted in French. If a translation of the Contract was made, only the French language version have contractual value.

#### **APPLICABLE LAW - JURISDICTION**

The Agreement is governed by French law. In case of dispute on the interpretation, the execution or implementation of any provision of the Agreement, and in default of agreement, the competent courts of Paris will have jurisdiction to hear the case, despite multiple defendants or warranty even for protective procedures in the event of summary or by request.

#### **CONTRACT DURATION - TERMINATION**

The Agreement is concluded for an indefinite period. This contract can be terminated at any time by all sides under a prior notice of one month.

**Signature of the Notifier (name, surname, functions, company stamp),  
Preceded by the words « read and approved without reservations ».**