

GENERAL TERMS OF USE OF KEONET SERVICE

CONTRACTING PARTIES

The contract is between:

The "International Association for Technology and Economical Development (IATED)", CH-1423 Villars-Burquin (referred to hereinafter as "the Supplier") which provides the Keonet® Service (referred to hereinafter as the "Service" or "Services")

and

the organisation or person having accepted these general terms of use of the Keonet® Service (referred to hereinafter as "the Beneficiary").

The Beneficiary undertakes to ensure that any person or organisation using the Service offered to the Beneficiary (individually or jointly referred to hereinafter as "the User") respects these General Terms of Use (referred to hereinafter as "GTU") whether they have explicitly accepted these GTU or not.

The Supplier is free to change its GTU at any time and, as such, the Beneficiary is required to regularly monitor such changes.

Unless stated otherwise, any new feature that reduces, improves or increases the existing service or any new service launched by the Supplier will be governed by these GTU.

The Supplier states that certain functions of the Service may require the prior acceptance of special terms, even special terms involving payment.

1 PRIOR CONDITIONS

In order to benefit from the Service, the Beneficiary and its Users are required to have the following at their disposal in advance, at their cost: a computer in working condition including the necessary operating software, an Ethernet card, an up-to-date anti-virus programme as well as an Internet connection, preferably 2000 Kb/s or more.

The Beneficiary is a person of full age as per the law governing this contract and the law of his place of residence.

2 SERVICED OFFERED

		Services Offered		
		Keonet® <i>Free!</i>	Keonet® <i>Std!</i>	Keonet® <i>Plus!</i>
Functions	Annual price	FREE	99 Euro including tax	159 Euro including tax
Website creation:				
	Arrangement of menus	√	√	√
	Design choice	√	√	√
	Creation of pages	√	√	√
	Number of pages	unlimited	unlimited	unlimited
	Multi-lingual site	√	√	√
	Back-up (zip)	X	√	√
	Max. storage space	3 MB	75 MB	1000 MB
	Pre-viewing	√	√	√
	Number of users	3	6	10
	Management of user rights	√	√	√
	Duration	30 days	1 year	1 year
Website hosting:				
	Domain name	in sub-domain	X	√
	Max. storage space	3 MB	X	100 MB
	Publication on Internet	√	only via your hosting provider	√ or via your hosting provider
File sharing (applicable from 01.03.2008):				
	Max. storage space	X	1000 MB	1000 MB
	Maximum size per file	X	10 MB	10 MB
	Number of users	X	6	10
	Management of user rights	X	√	√
Message service:				
	Address according to domain name	X	X	√
	Number of accounts	X	X	14
	Anti-spam filter	X	X	√
	POP/SMTP and IMAP	X	X	√
	Max. storage space	X	X	1400 MB
	Max. size of an e-mail	X	X	5 MB
Total storage space		5 MB	1075 MB	3400 MB

(a) The Keonet® *Free!* Service is limited to 30 days.

(b) There may be special offers on the prices indicated.

(c) With the exception of Beneficiaries residing in Switzerland who will be automatically charged VAT, Beneficiaries shall ensure if necessary that they pay the taxes due in their country of residence, particularly VAT, in their country of residence.

3 DEFINITION OF FUNCTIONS

3.1 Website creation

This function allows a community, namely the Beneficiary and the Users defined by the Beneficiary or by a person authorised by the latter, to create and manage Internet sites (referred to hereinafter as “Websites”).

Therefore, the Beneficiary can, amongst other things, create users and give them different management rights. The Beneficiary and/or his community can in particular:

- define and customise a Website model
- define the plan of the Website
- create the pages of the Web site
- add the content of each page
- create a multilingual site
- define the pages that will be published and those that won't or will be published later
- preview the Website to be published on the Internet
- and finally publish the Website on the Internet. In this case, the “Website hosting” section applies.

With this function, it is also possible to:

- save the work done in a “zip” file
- determine the different management rights according to each User

3.2 Website hosting

This function allows the Beneficiary to do the following:

- publish his Website on the Internet through a hosting provider
- make his Website accessible to any internet user using the Internet address linked to his domain name (e.g. www.beneficiaire.com)

3.2.1 Domain name

With this function, each Beneficiary can have his domain name (e.g. www.beneficiaire.com) reserved by the Supplier.

For this purpose, the Supplier has a domain name retailer contract with the accredited domain name registrars.

The Supplier offers this service to the Beneficiary for convenience only.

Once the domain name has been allocated, it remains the sole property of the Beneficiary.

By paying for the ad hoc Service offered by the Supplier, the Beneficiary undertakes to fully and unreservedly respect the contractual requirements applicable, as defined in the general and special terms of the accredited domain name registrars (Gandi or Switch):

- Gandi (<http://www.gandi.net>)
- Switch (<http://www.switch.ch>)

According to the system defined by the Supplier, the duration of ownership of the domain name is one year from the date of receipt of the payment for the ad hoc Service.

The domain name is renewed annually by taking out a new subscription for the ad hoc Service provided by the Supplier. The Beneficiary can also at any time manage his domain

name with the the accredited domain name registrar himself. In this case, he will inform the Supplier in writing in advance.

The first registration relating to the domain name will mention the following:

- Owner : Beneficiary
- Administration : Supplier
- Technical : Supplier
- Invoicing address : Supplier

The Supplier cannot be held liable for any failure to remind the Beneficiary of the next renewal date for the protection of his domain name.

If, after signing up for the Supplier's ad hoc Service, it is not possible to obtain the registration of a particular domain name through this ad hoc service, the Beneficiary undertakes to choose another free domain name, without any consideration or claim of any kind whatsoever. Under no circumstances does this situation affect the fact that the Beneficiary has signed up for this Service.

3.3 File sharing

This function allows the Beneficiary to do the following in particular:

- insert files in Keonet® and share them with other users
- assign different rights for each User
- inform Users about insertions or updates of files

3.4 Message service

This function allows the Beneficiary to do the following in particular:

- allocate e-mail addresses to Users
- manage the receipt and sending of e-mails via the application of its choice managing the POP/SMTP or IMAP servers

4 ACCESS TO SERVICES

The Supplier provides the Beneficiary and his Users with a free or paid-for service based on an ASP (Application Service Provider) computer application.

This application is accessible via the Internet at the following URL (Uniform Resource Locator) address:

<http://keonected.heig-vd.ch> or at the address <http://www.keonected.com>

The Service (also called "Beneficiary's account") is accessed after entering the following in the appropriate place:

- user account (login) and
- user password

5 COMMENCEMENT OF SERVICE

After registering for the free or paid-for Service, the Beneficiary receives a confirmation of registration by e-mail to the address indicated when registering.

If the registration confirmation e-mail is not received, the Beneficiary shall inform the Supplier by e-mail within 10 days. In all cases, the service starts (contractual start date) once registration for the Service has been confirmed.

In registering for the Service, the Beneficiary undertakes to:

- provide accurate, correct, up-to-date and complete information about himself, as requested when registering for the Service
- maintain and regularly update this information, so it remains accurate, correct, up-to-date and complete.

If the Beneficiary provides false, incorrect, out-of-date or incomplete information, the Supplier will be entitled to suspend or terminate the Beneficiary's account and refuse him access to all or part of the Service immediately and for the future.

6 RESPONSIBILITES OF BENEFICIARY

The Beneficiary is solely responsible for all actions he or his Users perform on the Service.

The Beneficiary undertakes to respect the laws of his country of residence and, if more restrictive, the laws mentioned in the paragraph dealing with jurisdiction and applicable laws.

The Beneficiary undertakes in particular not to open a User account for minors as defined by the law of this contract or the law of their country of residence, without the written consent of their parents or their legal representative.

The Beneficiary is responsible in particular for information inserted in the Service and, as such, he undertakes to check the said information regularly and remove any information that might be reprehensible under the law. The Beneficiary undertakes in particular not to download, transmit, produce or publish information that may constitute one of the following:

- incitement to commit crimes and offences
- provocation of discrimination, hate or violence on the basis of race, ethnicity or country
- dissemination of false reports
- violation of judicial authority
- information relating to the adoption, trial or suicide of minors, or an individual tax position
- unauthorised distribution of surveys and vote simulations for an election or referendum
- defamation and slander
- violation of privacy
- incitement to acts endangering minors, particularly by the creation and/or distribution of violent or illegal information or information that seriously affects human dignity.

The Beneficiary also undertakes that:

- he will not try to mislead other Beneficiaries or other Users by wrongfully using the name or business name of other persons or entities
- he will not register as a User any person not wishing to be one of the Beneficiary's Users. He also undertakes not to harass them and to remove them as a user at their first request
- he will not cause any harm to the Service, particularly by trying to slow it down or degrade it by any means whatsoever
- he will be solely responsible for information contained in his Website or in the data inserted in the Beneficiary's account, even if it has been entered by one of his Users and, as such, he will be solely liable vis-à-vis the Authorities for actions considered wrongful.
- he will be solely responsible for maintaining the confidentiality of information allowing access to his user account or that of his Users. Therefore, the Beneficiary undertakes to immediately inform the Supplier of any unauthorised use of his User account or that of his Users
- he will not download, share and/or distribute through the Service, images, music, photos, logos, software or any other electronic medium covered by intellectual property protection without having previously obtained the formal consent of the holder of intellectual property rights
- he will not download, display and/or transmit by any means any information containing computer viruses or any other code or programme designed to interrupt, destroy or limit the functions of any software, computer or telecommunication tool, this list not being exhaustive

- he will not affect in any way whatsoever the reliability, availability, maintainability and security of the Service
- he will indemnify the Supplier, and its sister companies or affiliates, its representatives, employees and partners against all damages sought, claims made or actions brought by third parties, whatever the legal basis, resulting from the delivery, distribution or transmission by the Service of the information of the Beneficiary or its Users or from the violation of the GTU and third party rights. This indemnification covers both compensation that might be paid and solicitors' fees and legal costs.

7 RESPONSIBILITIES OF SUPPLIER

The Beneficiary is aware and accepts that the Service is provided to it on an "As is" basis by the Supplier. Therefore, the Supplier cannot be held liable vis-à-vis the Beneficiary for any performance not achieved or any function not present, any financial loss whatsoever or any other special, direct, indirect, accidental or punitive consequence or other damages that might occur following the use of the Service.

The Supplier cannot under any circumstances be held liable for all or part of the use of the Service by the Beneficiary or his Users, particularly in relation to downloading, exchange and/or publication of information of any kind that might be reprehensible according to the law, particularly the law of the country of residence of the Beneficiary or his Users.

The Supplier draws the Beneficiary's attention the fact that, despite the care and methodology applied to the security of the Service, computer security failures (related to hardware, software, Internet communications, viruses, hackers, etc.) cannot be excluded. Therefore, the Supplier cannot under any circumstances be held liable for the security of the Service or the non-confidential processing of information belonging to the Beneficiaries or his Users.

The Supplier cannot view all information present in the Service offered to the Beneficiary. Nevertheless, the Supplier or any person or entity designated by this company, reserves the right, at its sole discretion, without this being an obligation, to refuse or remove any Information belonging to the Beneficiary or his Users available via the Service.

The Supplier, or any person or entity designated by it, will be entitled to remove or delete all or part of the Beneficiary's information when the content violates the terms of these GTU or is reprehensible in any other way.

The Supplier may be required to disclose the Beneficiary's information particularly in order to comply with current laws or if the Supplier thinks in good faith that such a measure is necessary in the following cases:

- as part of legal proceedings
- to ensure the General Terms of Use of the Service are respected
- to respond to actions claiming the violation of third party rights
- to protect the rights or interests of the Supplier and its Beneficiaries

8 LIMITATION OF LIABILITY AND COMPENSATION

The Beneficiary acknowledges and accepts that, within the limits defined by the laws governing this contract, the Supplier cannot be held liable for any direct or indirect damages, including in particular financial losses and loss of customers, data or any other intangible asset that may occur following the use of the Service by the Beneficiary or his Users.

The Supplier cannot under any circumstances be obliged to compensate the Beneficiary or his Users. In addition, the Beneficiary and his Users undertake not to claim any compensation whatsoever from the Supplier.

In addition, the Supplier cannot under any circumstances assume any liability whatsoever related to the financial transactions effected by the Beneficiary to pay for the Service. In this regard, the Beneficiary is exclusively contracted with the financial organisation proposed by the Supplier.

9 CORRESPONDENCE

Correspondence relating to the Service is generally sent via the e-mail address indicated when registering for the Service. This correspondence is an integral part of the Service.

10 ADVERTISING

The Beneficiary acknowledges that the Supplier can mention the name or business name of some of its customers using the Service for advertising purposes.

For the Beneficiaries of a paid-for Service

The Beneficiary and his Users agree to receive advertising e-mails from the Supplier or one of its partners. Nevertheless, the Beneficiary and his Users can at all times unsubscribe from advertising e-mails by return of e-mail.

The Beneficiary and his Users also agree to be contacted by telephone by the Supplier or one of its partners. If they no longer wish to be contacted, the Beneficiary and his Users shall inform the person they are talking to and also inform the Supplier by e-mail.

The Supplier can nevertheless send a final e-mail to the Beneficiary and his Users after the date of termination of the Service.

For the Beneficiaries of a free Service

The Beneficiary and his Users agree to receive advertising e-mails from the Supplier or one of its partners. Nevertheless, the Beneficiary and his Users can at all times unsubscribe from advertising e-mails by return of e-mail; in this case, the Supplier can terminate the Service offered to the Beneficiary and his Users, without prior notice.

The Beneficiary and his Users also agree to be contacted by telephone by the Supplier or one of its partners. If they no longer wish to be contacted, the Beneficiary and his Users shall inform the person they are talking to and also inform the Supplier by e-mail; in this case, the Supplier can terminate the Service offered to the Beneficiary and his Users, without prior notice.

The Supplier can nevertheless send a final e-mail to the Beneficiary and his Users after the date of termination of the Service.

11 LICENCE GRANTED BY SUPPLIER

The Supplier grants the Beneficiary and his Users a personal non-exclusive and non-transferable right to use the Service; it being specified that the Beneficiary and his Users are not permitted to copy, modify, create a derivative work, reverse the design or assembly or in any other way try to find the source code (with the exception of the cases stipulated by law) or sell, grant, sub-license or transfer in any way whatsoever any right relating to the Service. The Beneficiary and his Users undertake not to modify the Service in any way or use modified versions of the Service, particularly to obtain unauthorised access to the Service. The Beneficiary and his Users agree not to access the Service by any means other than the interface provided to them by the Supplier for this purpose.

12 LICENCE GRANTED BY BENEFICIARY

The Beneficiary grants the Supplier a free non-exclusive licence, applicable worldwide, allowing the Supplier to reproduce, publish and distribute the Beneficiary's information. This licence is granted to:

- the Supplier for the duration of this contract
- the hosting provider of the Beneficiary's Website for the duration of this contract

13 GUARANTEES

For the Beneficiaries of a paid-for Service:

The Service is subject to a best-efforts obligation. Therefore, the Supplier does not offer any guarantee to the Beneficiary, whether explicit, implicit or any other kind. The Supplier undertakes nevertheless to provide a quality service.

For the Beneficiaries of a free Service:

The Service is subject to a best-efforts obligation. Therefore, the Supplier does not offer any guarantee to the Beneficiary, whether explicit, implicit or any other kind.

Therefore, the Beneficiary and his Users use this service at their own risk.

14 INACCESSIBILITY OF SERVICE

The Supplier may make the Service inaccessible to the Beneficiary or his Users, without prior notice, particularly for the following reasons:

- suspected failure to respect these GTU by the Beneficiary or his Users
- non-payment of the amounts due by the Beneficiary
- for Beneficiaries of the free Service, by unilateral decision of the Supplier.

15 REMOVAL AND DELETION OF BENEFICIARY'S INFORMATION

The Supplier can remove and delete the information belonging to the Beneficiary or his Users, without prior notice, for the following reasons:

- failure to respect these GTU by the Beneficiary or one of his Users
- non-payment of the amounts due by the Beneficiary
- for Beneficiaries of the free Service, by unilateral decision of the Supplier
- when the Beneficiary is no longer subscribed to the Service or after termination of the subscription to the Service.

16 MODIFICATION OF SERVICE

The Supplier reserves the right, at any time, to modify or temporarily interrupt the Service, for maintenance or other reasons, without having to inform the Beneficiary in advance.

The Supplier cannot be held liable vis-à-vis the Beneficiary or any third party for any modification, suspension or interruption of the Service.

17 SAFETY BACK-UP

The Beneficiary of a paid-for Service can export a back-up file of his Website from the Service at any time.

For the Beneficiaries of a paid-for Service

A back-up of the information of the Beneficiary and his Users is carried out every evening (time zone - GMT+1). Each archive is kept for 1 week.

The Beneficiary is required to pay a fee to obtain a back-up copy, as previously quoted by the Supplier.

For the Beneficiaries of a free Service

The information of the Beneficiary and his Users is not backed up.

18 NON-RESALE OF SERVICE

The Beneficiary undertakes not to reproduce, copy, sell, resell or use all or part the Service for commercial purposes. This restriction is limited to the Service. However, the Beneficiary is completely free to use the Internet site created using the Service for commercial purposes.

19 TERM AND RENEWAL OF LICENCE AND UNSUBSCRIBING OF BENEFICIARY

For the Beneficiaries of a paid-for Service

- The contract is entered into for a period of one year from the start date of the Service. The contract will be renewed annually. To this end, approximately one month before the

expiry of the contract, the Beneficiary will receive one or more e-mails informing him of the expiry date of the contract. Contract cancellation requests must be sent to the Supplier before the contract expiry date by registered mail.

For the Beneficiaries of a free Service

- The contract is entered into for a duration of 30 days. The Beneficiary may receive one or more e-mails offering him the option to sign up for the paid-for Service.
- It should be noted that the Supplier can cancel the Beneficiary's free service at any time without notice. As a general rule, an e-mail notifying the Beneficiary will be sent in advance but this is not an obligation for the Supplier.

20 TERMINATION OF SERVICE BY SUPPLIER

The Supplier can terminate all or part of the Service of the Beneficiary or his Users for the following reasons:

- established failure to respect these GTU by the Beneficiary or one of his Users
- established failure to pay the amounts due by the Beneficiary or late payment by the latter
- non-renewal of the contract
- for the Beneficiaries of a paid-for Service, subject to the return to the Beneficiary of a proportional amount of the user licence according to time passed
- for the Beneficiaries of the free Service, by unilateral decision of the Supplier.

21 TRANSFERABILITY OF THIS CONTRACT

The Supplier is authorised by the Beneficiary to transfer all the rights and obligations of this contract to a third party without having to inform the Beneficiary in advance.

22 DISPUTES, JURISDICTION AND APPLICABLE LAWS

Any addition to and amendment of these GTU will be available via a link on the following page: <http://www.keonconnected.com>

These GTU are governed by Swiss law.

Given the global nature of the Internet, the Beneficiary is also obliged to comply with all regulations applicable in his country of residence.

All disputes relating to these GTU or any connected agreements, particularly in relation to their existence, validity, interpretation, performance or non-performance, whether they occur before or after the end of this contract, shall be settled amicably as a priority. Failing an amicable solution, they shall be brought exclusively before the ordinary competent authority with power of jurisdiction in Lausanne, Switzerland.