

# GENERAL TERMS AND CONDITIONS OF SALE

# WEKIO

## 1. General provisions

1.1. Website creation is a service provided by WEKIO SARL (hereafter referred to as the "Internet Service Provider.") By signing up to our website creation service, you accept these terms and conditions of use.

1.2. The Internet Service Provider reserves the right to take steps to enhance, extend, modify, suspend or improve the services it provides, including without limitation when such steps may enhance the services' technical baseline or may be considered necessary to prevent any abuse or misuse of the services. Such modifications may lead to changes to the appearances of the site's pages. The Internet Service Provider shall refrain from making any such modifications unless such modifications are reasonable and acceptable to the site's user, or unless such modifications are required by operation of law.

Moreover, the Internet Service Provider may, subject to the consent of the user, amend the contract with the user and/or these general terms of use. Consent to such amendment shall be deemed given in the event that the user does not object to the amendment within a period of one month following receipt of notification thereof.

Such notification by the Internet Service Provider shall inform the user of the consequences of failure to notify any objection.

## 2. Contractual scope and changes

2. WEKIO provides an online service that enables users to create their own internet site or sites. Such services enable users to adapt the graphic design of their sites, to create and manage content for their sites, and to administer the various sections of their own sites.

2.1 The Internet Service Provider provides a variety of different versions of the service: A version which is subject to annual payment, and a professional version with an online payment module.

The services include unlimited data hosting, the domain name, an e-mail address, and provide the user with a variety of services related to the domain name.

2.2. All services provided by the Internet Service Provider may be suspended at any time. In the event of such suspension, the user shall not be entitled to bring any claim for the continued provision of the services.

2.3. The Internet Service Provider reserves the right to use the services of third parties to create improvements to the services.

## 3. Personal information

---

3.1. The user warrants that all information provided is accurate and complete. The user hereby consents to the recording and electronic storage of his or her information by the Internet Service Provider. The Internet Service Provider shall not transmit such information to any third party, save where the user has expressly consented to such transmission, or where such data transmission is necessary to fulfill the terms of the user's contract with the Internet Service Provider (for example, in ordering a domain name, the user's personal information may be transmitted to the provider of domain name registration services).

The user undertakes to ensure that his or her personal information shall be kept up-to-date. In order to prevent any misuse by unauthorized third parties, the user is specifically obliged to ensure that his or her log in information is kept confidential.

#### **4. Term and termination of the contract, suspension of services and reimbursement of fees paid**

4.1. The user shall be entitled to give notice to terminate any contract at any time on line without having to give a reason for such termination. Any termination notice must indicate the registered domain name and the associated e-mail address.

No purported termination by the user shall be effective unless such termination is sent to the registered office of WEKIO by registered mail.

4.2 Save where expressly notified to the contrary, the contract shall be of a duration of twelve months and shall be renewed for the same period, unless the user has given notice to terminate the contract one month prior to the expiration of the contractual term.

Any notice to determine the contract must indicate the registered domain name, the user's e-mail address and the contract expiry date.

4.3 The Internet Service Provider may terminate the contract with the user for its convenience subject to three months' prior notice. Where the Internet Service Provider terminates the contract for its convenience, it shall refund the fees paid by the user on a 25% pro rated basis. The Internet Service Provider reserves the right to terminate the contract with immediate effect if the user is in breach of his or her contractual obligations. Moreover, the user's breach of contractual obligations may lead to civil proceedings and/or penalties.

Upon such an occurrence, fees paid in advance shall not be refunded. The Internet Service Provider shall be entitled to assume possession of the user's domain name, to delete the site and to block the user's access in the event of any unpaid fees. Upon such an occurrence, the Internet Service Provider shall notify the user of its actions. The user acknowledges having reviewed and accepted these terms and conditions of use, and explicitly grants such rights to WEKIO in the event of termination of this contract for the user's breach.

4.4 Upon the termination or expiry of this contract, the Internet Service Provider shall be released of its obligations in respect of any improvement to the services. As a consequence, the Internet Service Provider shall be entitled to delete certain information pertaining to the user, including any e-mail within the user's mailbox.

No option to transmit data pertaining to the user's site to the servers of any third party will be provided. The user shall therefore be responsible for the storage and retrieval of any data in a timely fashion. Moreover, upon termination or expiry of this contract, the Internet Service Provider shall be entitled to delete those of the user's domains that the user has not transferred to any replacement service provider by application to the domain Registrar.

---

4.5 Recovery of any expired domain name shall be free of charge in the event that it has reverted to the public domain. Notwithstanding the foregoing, the user shall be entitled to submit a request to transfer the domain name to a replacement service provider, in which case transfer fees shall apply in accordance with WEKIO's current price list.

4.6 In the event of a duplicate payment by check, bank card, PayPal or any other means of payment, the user shall be entitled to a refund only upon submitting a request by registered mail to WEKIO.

The user shall have a period of sixty days to submit such a request, failing which and upon the expiry of such sixty-day period, the amount of the duplicate payment shall be automatically credited to the user's account and the expiry date of the contract shall be extended by a further year.

The period allowed to effect such refund shall range between thirty and sixty days, depending on the number of requests for refunds being processed at the time of receipt of the user's registered mail. Such request shall only be valid if submitted by a user who is a party to this contract.

4.7 If, upon entering into this contract, the user has chosen to effect payment through the use of a PayPal account belonging to a third party, such request for a refund shall only be valid if submitted by that third party.

4.8 In the event that the contract is terminated by registered mail, the procedure for canceling the PayPal subscription shall be sent to the user and the user hereby undertakes to follow this procedure in accordance with the general terms and conditions in force. In the event that payment is made by check, no further process needs to be followed and the subscription shall automatically be canceled.

No refund shall be possible in the event that the user fails to follow the process sent to him or her by e-mail.

4.9 The user shall receive notification of the renewal of the service thirty days prior to expiry of the domain name. Such notification shall be sent by e-mail to the e-mail address provided upon subscription to the services, and an SMS shall be sent to the user upon expiration of the site. The Internet Service Provider shall not be held liable in the event that the user fails to read his or her e-mail, including without limitation as a result of the user having changed his or her e-mail address without having notified the Internet Service Provider of such change. In the event that the user fails to respond to such notification and fails to make payment, the Internet Service Provider shall be entitled to close down the site without further notification, and any data pertaining to the site shall be retained for a period of one month from such closure.

## **5. General obligations of the user**

5.1. The user shall be responsible for all content supplied by him or stored on his or her website. The Internet Service Provider shall not be obliged to inspect users' websites in respect of any breach of any applicable law.

5.2. The user undertakes to comply with all applicable laws in force in his or her home country, both in making use of the site and in administering any webpages.

5.3 The user undertakes to refrain from taking any action that may infringe upon the rights of any third party (including their moral rights) in using the website design services.

---

5.4 The user undertakes to refrain from publishing any content that is prohibited by law or contrary to generally accepted morality or public order (including without limitation, any content that is of a pornographic, racist, xenophobic, or otherwise objectionable nature) or which may infringe upon the rights of any third party (including without limitation their moral rights, registered trademarks, naming rights or copyright). Moreover, the user undertakes to refrain from using his or her site for purposes of sending unsolicited e-mail, or for any usage that is fraudulent or contrary to fair use. In the event that any fraudulent activity on the part of the user causes loss to the Internet Service Provider or infringes upon the rights of any third party, the user undertakes on his or her own account and jointly with any persons acting in concert with the user to indemnify the Internet Service Provider for all costs arising from such activity. The user undertakes to support the Internet Service Provider in relation to any activity designed to prevent such conduct.

5.5 The user undertakes to comply with all applicable laws in force in the country of use.

5.6 The user shall take regular backups of all files and software installations to which he or she has access. In any event, the user shall be responsible for taking appropriate measures to back up all data prior to making any modifications to the site, provided always that the Internet Service Provider has notified the user in a timely fashion of all maintenance work undertaken by the Internet Service Provider. No copy of any data shall be retained on any server.

5.8 The user is specifically prohibited from making use of the Internet Service Provider's systems or servers to send a large number of unsolicited e-mails featuring the same content ("Spam").

5.9 The user shall refrain from making any use of any graphics provided by the Internet Service Provider other than for the user's own website. The user is expressly prohibited from copying or transferring the site and from using the site on any external server.

## **6. Registration and cancellation of domain names and appointment of a replacement supplier**

6.1. The services include the allocation of a domain name and a single e-mail address. In respect of the supply and maintenance of domains, the Internet Service Provider shall at all times act solely as an intermediary between the user and the organizations responsible for allocating domain names ("Registrars")

Top level domains are managed by a large number of different organizations, the majority of which operate on a national scale. Each of these organizations employs its own terms and conditions relating to the registration and management of domain names. The terms and conditions of registration of the appropriate Registrar shall be incorporated within these general terms and conditions: in the case of domains within the .fr TLD, the terms and conditions of AFNIC shall apply and shall form part of this contract.

Consequently, the Registrars' terms and conditions shall apply in a similar fashion. Upon request, the Internet Service Provider shall send a copy of such terms and conditions to the user.

6.2. The user undertakes, without limitation, to provide information relating to the domain name registrant and the administrative contact that is complete and correct as at the time of registration of the domain. The technical contact may, in certain cases, be named as WEKIO SARL. Without prejudice to the terms and conditions of the relevant Registrar, such information shall include the name of the domain registrant, a valid postal address, post office boxes or mail forwarding addresses not being accepted for this purpose, a valid e-mail address and a telephone number. In the event that such information changes, the user shall inform the Internet

---

Service Provider immediately by updating such information online.

6.3. As at the contract effective date, the Internet Service Provider shall enable the competent Registrar to allocate the requested domain name. The Internet Service Provider shall be entitled to defer the activation of a domain name until receipt of funds from the user in respect of the fees requested by the Registrar. The Internet Service Provider is not in a position to influence whether or not the competent Registrar actually allocates a particular domain name. The Internet Service Provider is unable to guarantee that any requested domain name will be allocated to the user, nor that such domain names shall be free of any third party rights or encumbrances, nor can it guarantee that such domain name will continue to exist indefinitely. All information provided via the Internet Service Provider in relation to the availability of a domain name is based on information supplied by third parties and applies solely to the moment when such information is requested from such third parties. No domain name shall be deemed to have been allocated until the later of the registration of the domain name on the user's behalf and the insertion of the domain name into the Registrar's name database.

6.4. Prior to making use of a domain name, the user shall confirm that the domain name does not infringe upon the any third party rights and that it does not contravene any applicable legislation. The user warrants that he or she has complied with such obligation and that, at the time of establishing the status of the domain name, there was no indication of any infringement or contravention of applicable law.

6.5 It shall be possible to change a domain name after registration, but the purchase and configuration of such domain shall be chargeable. If it transpires that, during the period required to transmit the request for the domain name to the Registrar, the domain name has already been allocated to any third party, the user shall be entitled to choose an alternative name without charge. This provision shall not apply in the event that, upon a change of service provider, the outgoing service provider refuses to effect such a change. Upon such an occurrence, the user shall make the necessary arrangements to ensure that the outgoing supplier releases the domain name, or shall request an alternative domain name from the Internet Service Provider, subject to payment of additional fees. In the event that a domain name is cancelled by the user on his or her own account, or as a result of any legal ruling or judgement in the event of a domain name dispute, the user shall not be entitled to any alternative, free-of-charge domain name.

6.6 Subject always to compliance with these general terms and conditions of use, as well as the applicable terms and conditions of the competent Registrar(s), the user shall be entitled to transfer any domain name registered by the Internet Service Provider to a replacement service provider, subject always to the replacement service provider offering domains within the equivalent top-level domain (e.g., ".fr") and, to the extent required by the technical circumstances, the Internet Service Provider shall support such change of service provider during the term of the contract subject to payment of additional fees of €35 plus taxes in order to retrieve the transfer authorization codes.

The contract shall remain in full force and effect and shall not be modified as a result of any change of service provider. Notwithstanding the foregoing, the user shall notify the termination or cancellation of the contract via registered mail. All declarations in respect of the domain name, including without limitation any cancellation of the domain name, change of service provider and deletion of the domain name shall be made in writing. In the event that the Internet Service Provider is unable to grant any change of service provider as a result of any failure by the user or the replacement service provider to make the desired arrangements in a

---

timely fashion or as a result of a failure to fulfill the conditions associated with the change, the Internet Service Provider shall be entitled to assume control of the domain name following its deletion or cancellation by the Registrar upon termination or cancellation of the contract.

6.8. The user undertakes to notify the Internet Service Provider immediately in the event that he or she loses the rights to any domain registered in his or her name.

## **7. Degradation of performance**

The Internet Service Provider undertakes to ensure that the services shall operate and function correctly at all times. Notwithstanding the foregoing, the user acknowledges that, due to the Internet Service Provider's dependence on factors beyond its control, such as telecommunications networks, the Internet Service Provider is unable to guarantee that the services shall be free of interruptions. Therefore, the user shall not be entitled to bring a claim in the event that access to the sites is disrupted. Inability to access the sites on a purely temporary basis shall not therefore provide the basis for any claim, nor entitle the user to terminate the contract due to exceptional circumstances. In addition to any limitations on access to the sites due to circumstances outside the Internet Service Provider's control, the Internet Service Provider also reserves the right to impose temporary and/or permanent access restrictions, including without limitation where the site is temporarily unavailable in order to deliver technical improvements or to eliminate any errors or defects that may arise.

7.2. In order to secure the continued operation of the site's editorial functions to an appropriate standard, a certain number of system enhancements is required. A list of these enhancements is available via the administration interface. The Internet Service Provider's entire liability for any outage caused by differences in system configuration is hereby excluded.

## **8. Liability**

8.1. Any liability on the part of the Internet Service Provider for any loss of data or any unauthorized access to the user's personal data by any third party (such as hackers) is hereby excluded.

8.2. The Internet Service Provider shall not be held liable for any misuse by any third party of any data or information that is made available to such third party by the user.

8.3. The Internet Service Provider shall not be held liable for any activity or content undertaken or generated by any user.

8.4. The Internet Service Provider shall not be held liable for any financial loss or for any other loss or damages arising from any malfunction or unavailability on the part of the system. Save in respect of death or personal injury, any claim for damages or interest against WEKIO SARL is hereby excluded. Such exclusion shall not apply in respect of gross negligence on the part of the Internet Service Provider, nor in respect of any gross negligence or willful default by any legally authorized representative or employee of WEKIO SARL.

8.5. The entire liability of the Internet Service Provider and of any affiliated service provider shall be limited to an amount equivalent to the fees payable in respect of one year's use of the services.

## **9. Data protection**

9.1. The Internet Service Provider shall collect, process and use personal data relating to users.

---

For more information relating to the processing of personal data by the Internet Service Provider and the Internet Service Provider's data protection policy.

9.2. The user acknowledges that, from a technical perspective, the Internet Service Provider is capable of viewing certain data that is stored on the server, and that there is a theoretical possibility that third parties could gain access to the user's data when such data is transmitted via the internet.

## **10. Cancellation**

10.1 The user may cancel the contract within seven days, without providing a reason, by giving written notice by registered mail in accordance with French law relating to cancellation of contracts. Such cancellation period shall commence upon the user's receipt of written notification of its existence, but shall not commence prior to the contract effective date, nor shall it apply in relation to a contract that does not meet the obligations set out at § 312c, paragraph 2, of the German Civil Code or related to §1, paragraph 1, 2-4. A notice of cancellation sent to WEKIO, 21 rue Pixérécourt, 75020 Paris, France, by ordinary mail and within the cancellation period, shall comply with the requirements of the cancellation provisions.

Consequences of cancellation:

In the event that the contract is cancelled in a compliant fashion, the benefits received by or due to each party shall revert to the other. In the event that the user is unable to return the benefits received under the contract, or if such benefits can only be returned in a damaged or incomplete state, the user shall indemnify the Internet Service Provider in respect of the value of such benefits. The user shall effect payment of such indemnity within a period of seven days. Such period shall commence for the user upon dispatch of the cancellation notice and for the Internet Service Provider upon its receipt.

Special notice:

The user's right of cancellation may expire earlier in the event that the Internet Service Provider has commenced provision of the services with the user's express consent prior to the cancellation period, or in the event that the user has expressly consented to such provision (for example by way of registering a domain).

## **11. Online sales**

11.1 Subscription to the online sales module is subject to transaction fees applied via the EFTPOS terminal in respect of bank card transactions.

5% - Below €5000

4% 5000 - 10 000 €

3% 10000 - 20 000 €

2% Above 20 000 €

Subscription at €29.99/month

11.2 The minimum amount for transfer of funds is €50. Once this threshold is achieved, the relevant amount will be transferred subject to the user subject to the prior provision of an RIB or IBAN details.

Funds will be transferred within thirty days from request, including the day of the request.

12. All usage of Spam is strictly prohibited.

12.1 The user undertakes not to use the service's facilities to send Spam, which may include bulk

---

e-mail, e-mail addressed to any person who does not wish to receive such e-mail or e-mail to incorrect e-mail addresses. To this end, the Internet Service Provider reserves the right to implement software tools preventing the use of the services for Spam.

The Internet Service Provider further reserves the right to suspend the user's e-mail services in the event that large volumes of e-mails sent from the client's services undermine the integrity and/or the security of the network used in providing the services.

Moreover, in the event of any complaint brought by any person (whether a customer of the Internet Service Provider or otherwise) in respect of any e-mail sent in breach of the prohibition on Spam, the user acknowledges that the Internet Service Provider shall be entitled to limit, restrict, suspend or terminate the services in whole or in part with immediate effect and in any case for a period of not less than fifteen days, and, in the event of failure to comply with any warning e-mail sent to the user in relation to Spam, to terminate the contract in its entirety.

12.2 The user undertakes to retain a copy of all data transmitted using the services.

### 13. Webmail

13.1 Webmail is a service provided by the Internet Service Provider to allow e-mails to be read. The mailbox shall be subject to a storage limit of one gigabyte in relation to the main account, contact@domain.

13.2 The user shall be entitled to switch to a different offer at any time in order to benefit from additional storage.

The applicable fees shall be

:Webmail €1.99/3GB - €3.99/5GB and €7.99/10GB

---

### 14 Domain name

The domain name is included in the website creation package

With the offer, you will get your own free domain name.

List of included free domain names:

.com .fr .be .eu .es .co.uk .de .ch .it .nl .li .pt .lt .us .wf .tf .yt .pm

The offer is limited to one free domain name per website per client (the domain name must be available)

The domain name will be valid for a period of one year as from the time you purchase it.

#### 14,1 Optional domain names

With your website, you can also add optional paid-for extensions

Pricelist of the available extensions:

.ac .af .ag .am .as .asia .at .biz .bo .bz .ca .cat .cc .cl .cm .cn .co .coop .cr .cx .cz .dk .do .ec .fi .fm .gd .gg .gl .gs .gy .hk .hn .hr .ht .ie .im .in .info .io .je .jobs .ki .kr .la .lc .lu .lv .me .mg .mn .mobi .ms .mu .mx .name .net .nf .nu .org .pe .pl .pro .pw .re .ro .sa .sb .sc .se .sh .si .sn .so .sx .tel .tl .tn .travel .tv .tw .uk .uy .vc .vg .xxx



## 14.2 New extensions option:

With the new extensions, you can create a ".photo, .photography, .gallery" website.

If your business is London based, create a ".london" website

Anyone can now adapt the name to one's needs, indicate one's belonging to a geographical zone, build a targeted communication strategy, diversify one's domain names or intensify one's presence online by creating, for example, thematical websites.

List of the new available extensions:

.photo .photography .photos .pictures .press .paris .website .actor .agency .archi .associates .audio .bar .boutique .brussels .business .club .design .digital .gallery .graphics .immo .london .love .media .miami .news .pics .pizza .pub .restaurant .sarl .space .tech .wedding .sale .wiki .abogado .academy .accountant .accountants .adult .airforce .alsace .apartments .army .art .attorney .auction .auto .band .barcelona .bargains .bayern .beer .berlin .best .bet .bible .bid .bike .bingo .bio .black .blackfriday .blog .blue .broker .builders .bzh .cab .cafe .cam .camera .camp .capital .car .cards .care .career .careers .cars .casa .cash .casino .catering .center .ceo .chat .cheap .christmas .church .city .claims .cleaning .click .clinic .clothing .cloud .coach .codes .coffee .college .cologne .community .company .computer .condos .construction .consulting .contractors .cooking .cool .corsica .country .coupons .courses .credit .creditcard .cricket .cruises .cymru .dance .date .dating .degree .delivery .democrat .dental .dentist .desi .diamonds .diet .direct .directory .discount .doctor .dog .domains .download .eco .education .email .energy .engineer .engineering .enterprises .equipment .estate .eus .events .exchange .expert .exposed .express .fail .faith .family .fans .farm .fashion .feedback .film .finance .financial .fish .fishing .fit .fitness .flights .florist .flowers .football .forex .forsale .foundation .fun .fund .furniture .futbol .fyi .gal .game .games .garden .gdn .gift .gifts .gives .glass .global .gmbh .gold .golf .gratis .green .gripe .group .guide .guitars .guru .hamburg .haus .healthcare .help .hiphop .hiv .hockey .holdings .holiday .horse .hospital .host .hosting .house .how .ink .institute .insure .international .investments .irish .ist .istanbul .jetzt .jewelry .juegos .kaufen .kim .kitchen .kiwi .koeln .kyoto .land .lat .law .lawyer .lease .legal .lgbt .life .lighting .limited .limo .link .live .loan .loans .lol .ltd .ltda .luxury .maison .makeup .management .market .marketing .markets .mba .melbourne .memorial .men .menu .moda .moe .mom .money .mortgage .movie .navy .network .ninja .one .onl .online .ooo .organic .osaka .ovh .partners .parts .party .pet .pink .place .plumbing .plus .poker .porn .productions .promo .properties .property .protection .quebec .racing .recipes .red .rehab .reise .reisen .rent .rentals .repair .report .republican .rest .review .reviews .rich .rip .rocks .rodeo .ruhr .run .saarland .salon .school .schule .scot .security .services .sex .sexy .shiksha .shoes .shopping .show .singles .site .ski .soccer .social .software .solar .solutions .soy .srl .storage .store .studio .study .style .sucks .supplies .supply .support .surf .surgery .swiss .systems .taipei .tattoo .tax .taxi .team .technology .tennis .theater .theatre .tickets .tienda .tips .tires .tirol .today .tools .top .tours .town .toys .trade .trading .training .university .vacations .vegas .ventures .vet .viajes .video .villas .vin .vip .vision .vlaanderen .vodka .vote .voto .voyage .wales .wang .watch .webcam .win .wine .work .works .world .wtf .xyz .yoga .zone

**(Last updated: June 16th, 2018).**