

GENERAL CONDITIONS OF SUBSCRIPTION TO YOU DOT SERVICES

02/03/2021

Article 1 – Purpose

These General Terms and Conditions of Subscription to Youdot services (hereinafter the "General Terms and Conditions") detail the rights and obligations of DomRaider SAS, a simplified joint stock company with a capital of €23,426, having its registered office at 22 Allée Alan Turing in Clermont-Ferrand (63000), France, registered with the Trade and Companies Register of Clermont Ferrand, under number 794 171 140 (hereinafter "DomRaider"), and of any customer of the site www.youdot.io (hereinafter the "Customer" and the "Site").

DomRaider offers to the Customer, on the Site, to provide the Customer with domain names and to install personalized blogs dedicated to the optimization of natural referencing ("SEO") of the Customer in the form of a monthly subscription.

The present General Terms and Conditions define the conditions under which the Customer benefits from the Subscription to the services offered by DomRaider.

Article 2 – Registration on the Site

To be able to take out a subscription, the Customer must first register on the Site by creating an account. To do so, he must provide a valid e-mail address and choose a password or use one of the third-party authentication solutions offered on the Site.

The creation of an account is open only to the Customer having the status of a professional (legal entity and natural person acting within the framework of their professional activity).

Article 3 – Choice of a domain name and associated services

The Client chooses the domain name he wants from the selection proposed by DomRaider. The amount of the monthly subscription depends on the quality of the domain name. Its price is indicated on the Site, in the list of domain names as well as on the domain name details page.

Once the domain name is selected, the Customer may optionally indicate his preferences for the constitution of the blog by DomRaider (language, keywords...).

If applicable, the Client then specifies the details of the articles that will be written for his SEO Blog. The amount of the articles will be charged to the Client, in addition to the subscription. The articles are invoiced upon

confirmation of the subscription, according to the number of words and the quality of writing chosen by the Client. The price of the articles is displayed in the page allowing their personalization as well as in the subscription summary.

A Subscription corresponds to a single domain name, possibly with a blog. A Customer wishing several will thus take out a separate subscription for each one. The different subscriptions can be combined within the same Customer account.

Article 4 – Accuracy and Confidentiality of Customer Information

Prior to confirmation of his subscription, the Customer must provide all the information identified as mandatory. In any event, the Customer undertakes to provide accurate information and to update it regularly. DomRaider reserves the right to request supporting documents from the Client to ensure the accuracy of the information provided.

DomRaider reserves the right to suspend or terminate the Client's account if the information is incomplete or inaccurate, if the information has not been updated or if the Client has not responded within fifteen (15) days to an email request from DomRaider to justify the information provided.

This information remains confidential except those that may be required by the companies Stripe and Paypal, in charge of payment modules.

During the entire period of validity of his account, the Customer is responsible for the confidentiality of his login, password and the use that is made of his account, the Customer taking all precautions to regularly change his password. In case of loss or intrusion on his account, the Customer must immediately change his password or follow the security procedure proposed by DomRaider to reset his password.

Article 5 – Acceptance of the General Conditions

The General Terms and Conditions are made available to the Customer before the creation of his account as well as before the confirmation of his subscription.

Validation of a subscription implies full and complete acceptance of these General Terms and Conditions, which is confirmed by clicking on "accept" when validating the Customer's billing information. The Customer may print or save the General Terms and Conditions at the time he takes cognizance of them.

The General Conditions take precedence over any other document issued by the Client or DomRaider, the clauses of these documents shall have no effect in the contractual relationship governed by these General Conditions.

Any departure from the General Terms and Conditions shall be subject to an express agreement between the Parties. Any other document such as a prospectus or a presentation is therefore provided for information purposes only and does not constitute a contractual document engaging the liability of DomRaider.

Article 6 – Subscription confirmation

Any subscription confirmed by the Customer is firm. It cannot be cancelled outside the cancellation conditions detailed below.

Article 7 – Delivery time

Estimated delivery times for blogs and items requested by the Customer are indicated on the Site as an indication. They do not in any case represent a contractual commitment and are likely to vary. No compensation can be claimed by the Customer in case of late delivery.

Article 8 – Scope of Services Included in Subscription

The services included in the subscription are detailed on Site. The Customer can read them before registering. They are also repeated on the summary page before confirmation of the subscription.

DomRaider undertakes to provide the services offered throughout the duration of the subscription taken out by the Customer.

Article 9 – Duration of the subscription and termination by the Customer

The subscription is taken out for an indefinite period. It is invoiced by monthly installments and is renewed tacitly. It does not come with any commitment of duration and can be terminated at any time by the Customer from the Site. The termination will take effect immediately. Any month started is due in full.

Article 10 – Price of subscription and services

The prices applicable to subscriptions and services offered by DomRaider are those displayed on the Site at the time of subscription.

They correspond exclusively to the services described, they do not include any other service not specifically detailed.

They are indicated exclusive of tax (HT) on the Site. Taxes applicable according to the rules of territoriality will be added and will be payable in addition at the time of final billing of the Customer by DomRaider.

Article 11 – Terms of payment

Subscriptions and services are payable upon confirmation of subscription.

In the event of early termination by the Client, no amount paid to DomRaider will be returned to the Client. Payments are made by the Customer via the Site by credit card or Paypal, in compliance with the regulations in force.

Neither the methods of payment nor the dates of payment can be questioned by the Customer under any pretext whatsoever. Any other method of payment shall be subject to prior agreement between the Parties. The payment of subscriptions and services are deemed to be made upon actual receipt of all sums due to DomRaider.

Article 12 – Incidents or late payments

DomRaider reserves the right to take any action it deems necessary against the Client for the non-payment, partial or total, of the sums due and to request the reimbursement of any costs incurred due to the non-payment or late payment of the price. All costs incurred in the collection of the debt shall remain the sole responsibility of the defaulting Customer.

In the event of non-payment by the Client within the time limit set for it, DomRaider shall be entitled to terminate by operation of law all current subscriptions of the Client.

Article 13 – Domain Name License

DomRaider grants the Client an exclusive license to use the domain name for the needs of its own activity, which is granted in consideration of the subscription price previously defined. This exclusivity is binding on DomRaider.

The license granted includes the possibility for the Client to sub-license the use of the domain name to its affiliated companies as defined in article L 233-1 of the French Commercial Code, under the same license conditions as those defined herein.

The Customer is authorized to use the domain name as a support for its blog, messaging site, static site, merchant website, collaborative site such as social networks, or document sharing site. The Customer is authorized to reproduce the domain name on any commercial medium.

This license of use is valid for the duration of the subscription and for the whole world.

Article 14 – Ownership of the contents produced for the Customer

If the Client requests it, DomRaider installs on his domain name an SEO blog including a customized graphic design and original text content.

Provided that the Customer is up to date with his payments, DomRaider assigns him the entirety of these contents.

This transfer includes all intellectual property rights on the content, including the rights of reproduction and representation, modification, adaptation and translation, on any media and media, present and future, for the entire world and for the entire duration of copyright protection.

Are excluded from this transfer, the contents not being the property of DomRaider such as inserts integrating contents from social networks or illustrations of articles from royalty-free image banks.

The cancellation of a subscription leads to the suspension of the domain name and the immediate deletion of the associated blog, it is up to the Customer to proceed to the transfer of the contents belonging to him before triggering the said cancellation.

Article 15 – Intellectual property

Any use, reproduction, copy, distribution for commercial, advertising or promotional purposes, of one or more elements of intellectual property belonging to DomRaider, is prohibited without prior written permission of DomRaider.

DomRaider's intellectual property includes, in particular, trade names, trademarks, slogans, logos, design, distinctive signs, images, photographs, content and any other element identifying DomRaider or its products.

Article 16 Ownership of domain names and transfer rights

The Customer understands and accepts that DomRaider remains the sole and unique holder of the domain names during the entire period of use of the license.

At the end of 12 consecutive months of subscription, provided that the Customer is up to date with his payments, DomRaider grants him the right to transfer the domain name.

From then on, the Customer is authorized to transfer the said domain name to any registrar of his choice, and then to proceed to its change of ownership. The technical and administrative procedures corresponding to these operations shall be at the sole initiative of the Customer and the associated costs shall be borne by the Customer. DomRaider's responsibility is limited to the transmission to the Customer of the domain name transfer code and to the validation of the change of ownership.

The effective transfer of a domain name shall be considered as immediate cancellation of the subscription, at the Customer's initiative.

Article 17 – Disputes over domain names during the subscription period

In the event that a domain name made available to a Customer would be the subject of a dispute, litigation or arbitration procedure of any kind at the initiative of a third party during the period of use of the license, the Customer understands and accepts that DomRaider shall be alone in right to make all appropriate decisions on how to resolve it. The Client shall not be entitled to any right of information or response on the dispute.

DomRaider reserves the right to terminate the subscription associated with a domain name that is the subject of a dispute.

In which case, the Customer will be reimbursed for his subscription, up to a maximum of 12 monthly installments.

Such termination shall in no event give rise to any indemnity or additional compensation from the Customer. Any eventual reimbursement will be strictly limited to the sums actually paid by the Customer.

Article 18 – Disputes over domain names after transfer

In the event of a dispute over a domain name that occurs after the end of a subscription, no refund will be due to the Customer.

The Customer who has transferred a domain name outside DomRaider is solely responsible for the steps relating to his change of ownership.

In the event that a transferred domain name is the subject of a dispute when the Customer has not carried out the said steps, DomRaider still being the owner of the domain name without having control over it, DomRaider shall not be held liable for the handling or outcome of the dispute. No compensation may be requested by the Customer in this respect.

Article 19 Obligations and liability of the Customer

The Customer alone makes the choice of the domain name that he wishes to have made available by DomRaider and assesses its adequacy to his needs.

The Customer undertakes to select a domain name in compliance with any naming charter according to the chosen extension and the rules set by the French Postal and Electronic Communications Code.

The Customer shall be responsible for the use of the domain name as a website url address and as an e-mail address.

The Customer undertakes to use the domain name in compliance with the legislation in force and shall be solely responsible for any breach of this obligation.

The Customer is solely responsible for knowing and accepting the special conditions and eligibility criteria imposed by the Registries and accessible online on the sites of the various Registries. The Customer agrees to refer to them and to comply with them in all respects.

For the rules and conditions relating to the registration of a .CO.UK or a .UK, the Customer is invited to refer to the "Terms and Conditions of Domain Name Registration" of NOMINET UK

(<https://media.nominet.uk/wpcontent/uploads/2020/04/Terms-and-Conditions-of-Domain-Name-Registration-24-04-2020-v1.pdf>)

The Customer undertakes to comply with the terms and conditions of the license granted, applicable to the use of the domain name, as previously defined in these Terms and Conditions.

The Customer undertakes never to use the services for illicit or fraudulent purposes such as acts of cyber squatting, typing squatting, sending spam, "phishing" or the dissemination of defamatory or illegal content.

The Customer undertakes that the use of the domain names made available does not violate public order, morality, and the laws and regulations in force.

By accepting the present General Terms and Conditions, the Client expressly acknowledges having been perfectly and exhaustively informed and advised by DomRaider, which is therefore irrefutably deemed to have fully met its obligations to provide information on the services offered. The Customer is deemed to be fully aware of all legal standards and technical constraints relating to the operation of domain names and undertakes to inform DomRaider exhaustively of any information that may have a direct or indirect impact on its activities. Failing this, DomRaider shall not be held liable in any way whatsoever in this respect.

The Customer alone shall bear the consequences of the violation of the commitments defined in this article and more generally in connection with its use of the domain name and/or the services resulting from its subscription. In this respect, the Customer agrees to hold DomRaider harmless against any action and/or conviction that may be brought against it in this context, and in particular on the basis of unfair competition and counterfeiting.

The Customer acknowledges that failure to comply with its obligations may lead DomRaider to suspend or terminate the Customer's subscriptions, without compensation or reimbursement.

Article 20 Obligations and responsibilities of DomRaider

DomRaider carries out its obligations as a professional in its field and in accordance with the good practices of the sector and in compliance with the applicable regulations.

DomRaider undertakes to collaborate with the Client, to bring all the care and diligence necessary for the proper execution of the services.

DomRaider undertakes, throughout the duration of the subscription and in accordance with the rules of art and good practice of its profession, to assign to the execution of the services, a competent and experienced staff and subcontractors, and in sufficient number to guarantee their execution.

It is specified that DomRaider is entitled to call upon any subcontractor of its choice for the execution of all or part of the services.

The technical and statistical indicators provided by DomRaider on domain names are given for information purposes only and do not constitute any contractual commitment whatsoever. The Customer is solely responsible for the choices he makes in the selection of the domain name(s) he wishes to have and assumes in full the risk that the indicative information given by DomRaider on the domain names may be inaccurate, incomplete or out of date.

Similarly, DomRaider can in no way be held responsible for any change over time in the technical parameters or statistical data of domain names, before or after the subscription.

DomRaider is not responsible for the proper functioning of the extension of a domain name, this responsibility being the responsibility of the Registry.

DomRaider does not guarantee that any domain name does not infringe any intellectual property right of a third party relating to an industrial property title, a domain name or any other intellectual property right. Thus DomRaider excludes any guarantee in favor of the Customer against infringement actions that could be brought as a result of the use of a domain name. Nevertheless, if such actions are brought against the Customer, DomRaider shall provide the Customer with technical and legal assistance for his defense. This technical and legal assistance shall be determined on a case-by-case basis between the Client concerned and DomRaider.

Article 21 – Termination of the subscription at the initiative of DomRaider

DomRaider reserves the right to cancel any subscription, without being held responsible for any damage or costs, in particular in the following situations and without this list being restrictive:

- The billing information provided by the Client is obviously incomplete or erroneous
- The means of payment provided by the Customer is invalid or has expired.
- The Customer has been the subject of a payment incident
- The Customer has not complied with these Terms and Conditions.

In case of non-compliance by the Client with any of the clauses of these General Conditions, DomRaider will take the necessary actions to protect itself from any damage (in particular in case of judicial or extrajudicial proceedings). In addition, DomRaider shall not refund the price paid by the Customer for his subscription, nor any associated service fees. DomRaider also reserves the right not to provide all or part of the services to the Client.

Article 22 Force majeure

DomRaider shall be entitled to suspend the performance of its obligations under these General Conditions and its liability shall not be engaged, to the extent that the performance of such obligations is delayed, prevented or made unreasonably onerous due to a case of force majeure, until its disappearance, extinction or termination.

In this respect, force majeure is understood to mean any external, unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code, as well as the defects or delays in the performance of the obligations caused by such an event. The disclosure of such an event may take place before or after acceptance of the General Terms and Conditions. It confers a right to suspend the said performance only if its effects on the performance of the obligations could not have been foreseen at the time of the conclusion of the contractual obligations.

Article 23 – Protection of personal data

DomRaider undertakes to collect and process any personal data, as defined by the French Data Protection Act No. 78-17 of 6 January 1978 as amended, (hereinafter "Personal Data") in accordance with any applicable regulations

in force applicable to the processing of such Personal Data, and in particular to the law n°78-17 of January 6, 1978 relating to data processing, files and liberties modified by the law n°2018-493 of June 20, 2018 relating to the protection of personal data, and by the law for a digital Republic n°2016-1321 of October 8, 2016 as well as the General European Regulation on data protection (EU) n°2016/679.

Within the framework of these General Conditions, DomRaider is responsible for the processing of the Client's Personal Data.

The data collected are the following: surname, first name, address, postal code, city, country, business telephone number, connection identifiers and means of payment.

The Personal Data communicated by the Customer through the forms available on the Site are intended for DomRaider's authorized personnel for administrative and commercial management purposes. The main purpose of the processing of this data is thus to allow "access to" and "use" of the services offered by DomRaider to the Clients, the implementation of these services by DomRaider and for secondary purpose the realization of commercial prospecting operations by DomRaider. The data identified by an asterisk are mandatory for the implementation of DomRaider's services. If these compulsory data are not provided, and only these data, membership to the services will not be possible.

DomRaider undertakes not to keep the Personal Data beyond the retention period with regard to the purposes for which they were collected, and in any case not to keep them beyond the legal retention period.

The Customer agrees that the Personal Data collected by DomRaider within the framework of the present contract shall be transmitted to the service providers and subcontractors with whom DomRaider has a contractual relationship for the sole purpose of carrying out the services, provided that these third party recipients of the Personal Data are subject to à regulations guaranteeing an appropriate and adapted level of protection as defined in EU Regulation 2016/679.

A transfer of Personal Data is carried out by DomRaider to its service providers and subcontractors, as follows:

- The companies Microsoft, Google, Amazon, OVH and Online for the hosting of data
- The companies Paypal and Stripe for the payment modules

The Customer will be informed prior to any transfer of his Personal Data outside the Union.

European. In such a case, DomRaider undertakes to comply with the regulations in force and to implement all necessary measures to ensure the security and confidentiality of the Data thus transferred.

The Customer has a right of access, rectification, limitation, portability and opposition of personal data concerning him.

The Customer also has the right to object to the processing of his personal data for legitimate reasons, the right to object to the use of such data for commercial prospecting purposes, the right to forget or erase his data. To exercise his rights, the Client must notify DomRaider of his request, enclosing a copy of his signed identity document. DomRaider undertakes to comply with any written instruction from the Client with respect to his personal data.

The User has the right to file a complaint with the Commission Nationale de l'Informatique et des Libertés.

DomRaider does not implement automated decision making, including profiling.

Article 24 – Reference

DomRaider reserves the right to mention its achievements for the Client as a reference in the strict framework of its commercial prospecting, external communication and advertising.

Article 25 – Updating of the General Conditions

DomRaider reserves the right to modify its General Conditions at any time, in order to adapt the content of its services in particular, or to comply with changes in the applicable regulations.

The Customer will be informed by email at least 30 days before their entry into force and will be able to examine the new conditions during this period.

The Customer who does not wish to accept the new conditions may freely terminate his subscription according to the terms previously detailed.

Failing this, and without any action on his part other than the continuation of his subscription, the Customer expressly acknowledges and accepts that the new Terms and Conditions will be applicable to him at the end of the notice period.

Article 26 – Applicable law, Language

The present General Conditions as well as any contractual relationship having for object the services rendered by DomRaider are exclusively governed by French law.

The present General Conditions were originally written in French. Any possible translations of these General Conditions made available to the Client are for information purposes only and are not binding. Only the French version of the present General Terms and Conditions has legal value and will be authoritative in the event of a dispute.

Article 27 – Attribution of jurisdiction, Disputes

For any complaint, the Customer should contact the customer service at the email address contact@youdot.io.

In the event of a dispute relating to the interpretation or execution of these General Conditions, the Parties undertake to seek, prior to any legal action, an amicable solution.

Otherwise, any dispute of any nature whatsoever, will be the express jurisdiction of the Court of jurisdiction of the headquarters of DomRaider.