

# The Business Network: Terms of Use

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Please read these online terms and conditions (the “Agreement”) carefully. By accessing, using or downloading materials from this Web Site, you agree to be bound by these terms and conditions just as if you had signed this Agreement. If you do not agree to be bound by this Agreement, do not use this Web Site.

Hubwoo.com SA, a corporation registered in France under the number B 377 945 233 (the “Company”) is the owner of this Web Site (the “Web Site”). This Web Site contains information, including all text, graphics, photographs, graphs, sounds, data, images, audio, page headers, software (including HTML and other scripts), buttons, video, and other icons, and the arrangement and compilation of this information (collectively, the “Information”) that is either owned or licensed by the Company. The Web Site contains both public and restricted areas. Only persons who have executed a customer contract with the Company and who have been issued a user id and password (“Customers”) have a license to access the restricted areas of this Web Site (the “Customer Area”). Areas of the Web Site that are accessible by non-customers are called the “Public Area.” Your use of this Web Site and access to the Information is expressly conditioned upon your agreement that all such access and use shall be governed by all of the terms and conditions set forth in this Agreement. In addition, access to certain areas of the Web Site may also be governed by other terms and conditions. In the event of a conflict between the terms and conditions set forth below and those necessary to access the Customer Area of the Web Site, the ones governing the Member Area of the Web Site will govern your access to such areas and any transactions conducted while in such Member Areas, and these terms and conditions will apply to the public portions of the Web Site or any in any area where there is not a conflicting provision. You hereby acknowledge and agree as follows.

## 1. License Grant

The Company grants you a worldwide, non-exclusive and non-transferable license to use this Web Site. You may download, view, copy and print the Information incorporated into this Web Site solely for your use, and may not be transferred, shared with or disseminated to any one for any purpose which is inconsistent with the business purpose of the Web Site, or to facilitate unfair competition with the Web Site, or which is inappropriate under applicable French or international law.

## 2. Use Restrictions

Notwithstanding the foregoing license grant, you may not resell, redistribute, broadcast or transfer the Information or use the Information in a searchable, machine-readable database or file except through the authorized access to the Web Site. Unless separately and specifically authorized in writing by the Company, you may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, modify, create derivative works, store or time-share the Web Site, any part thereof, or any of the Information received or accessed therefrom to or through any other person or entity. Access to the Customer Area without the authorization of the Company is strictly prohibited. You agree to use the Customer Area, Web Site, and Information for lawful purposes only. You agree not to post or transmit any information through the Web Site which (1) infringes the rights of others or violates their privacy or publicity rights, (2) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent or otherwise objectionable, (3) is protected by copyright, trademark or other proprietary right without the express written permission of the owner of such right, or (4) which is used to unlawfully collude against another person in restraint of trade and competition. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary right, or any other harm resulting from your use of the Web Site or Information.

### **3. Submissions**

You hereby grant to the Company and its affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any message posted on the Web Site or any e-mail or other materials or Information sent by you to the Company and to incorporate it (in whole or in part) in other works in any form, media or technology now known or later developed.

### **4. Linking**

You may not utilize logos, marks, or other distinctive graphics, video, or audio material in your links, without the Company's express written permission, which the Company may withhold in its discretion. You may not link in any manner reasonably likely to 1) imply affiliation with or endorsement or sponsorship by the Company; 2) cause confusion, mistake, or deception; 3) dilute the Company's trademarks or service marks; or 4) otherwise violate the Law. In addition, you may only link to the home page of the Web Site.

### **5. Modification**

The Company reserves the right to modify the terms and conditions of this Agreement. Such modifications may include, without limitation, changes in prices, implementation of user priorities, implementation of rules for use by you, and discontinuance of functional aspects of the Web Site. The Company may also add, withdraw or modify Information within the Web Site or services provided through the Web Site at any time in its sole discretion. All such modifications shall be displayed online, and such display shall constitute effective notice under this Agreement on the day the Company places them on the Web Site. You agree to review the terms and conditions of this Agreement periodically to be aware of such revisions.

### **6. Password Disclosure**

If at any time you are issued a user id and/or password and you learn or suspect that such identifiers have been disclosed or otherwise made known to any person other than yourself, you agree to immediately notify the Company and to confirm such notice in writing within seventy-two (72) hours. Upon receiving such notice, the Company will assign a new user id and/or password to you within a reasonable period of time. Reissuance and reactivation of such identifiers may be subject to the Company's standard charges.

### **7. Delays in Services**

Neither the Company nor any of its licensors (including its and their officers, directors, employees, affiliates, agents, representatives or subcontractors) shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war or other like causes. The Company shall have no responsibility to provide you access to the Web Site while interruption of the Web Site due to any such cause shall continue.

## **8. Termination**

Termination or cancellation of this Agreement shall not affect any right or relief to which the Company may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to the Company. This Agreement and the license rights granted hereunder shall remain in full force and effect unless terminated or canceled for any of the following reasons; 1) upon thirty (30) days written notice by either party of its intent to terminate this Agreement; 2) immediately by the Company if you fail to make any payment when due; 3) immediately by the Company for any unauthorized access or use by you, including: (i) concurrent access of the Customer Area with identical user id's; (ii) permitting another person or entity to use your user id or password to access the Customer Area; or (iii) any other access or use of the Customer Area except as expressly provided in this Agreement; 4) immediately by the Company if you assign or transfer (or attempt the same) any rights granted to you under this Agreement; 5) immediately by the Company if you fail to abide by the rules and regulations relating to the use of, or tamper with or alter any of the Information contained in, or accessed through, the Web Site; 6) immediately by the Company if you transmit or receive any Information using the Web Site (or cause the same) in violation of this Agreement (the Company, at its sole discretion, shall determine whether any information transmitted or received violates this provision); or 7) immediately by the Company if you violate any of the other terms and conditions of this Agreement.

## **9. Monitoring**

You acknowledge that the Company reserves the right to, and may from time to time, monitor any and all Information transmitted or received through the Web Site. The Company, at its sole discretion and without further notice to you, may (but is not obligated to) review, censor or prohibit the transmission or receipt of any Information which the Company deems inappropriate or that violates any term or condition of this Agreement. During monitoring, Information may be examined, recorded, copied, and used for authorized purposes. Use of the Web Site, authorized or unauthorized, constitutes consent to such monitoring.

## **10. Equipment and Operation**

You shall provide and maintain all telephone and other equipment necessary to access the Web Site, and the costs of any such equipment and/or telephone connections or use, including any applicable taxes or similar fees or charges, shall be borne solely by you. You shall reimburse the Company for any such costs incurred by the Company due to use of the Web Site by you. You are responsible for operating your own equipment and for familiarity with the Information used with or available through the Web Site. The Company reserves the right to refuse assistance or to charge additional fees if you seek assistance from the Company with respect to such Information or any other matters not directly relating to the operation of the Web Site.

## **11. Limited Warranty**

You acknowledge that the Information and links provided through the Web Site are compiled from sources, which are beyond the control of the Company. Though such Information is recognized by the parties to be generally reliable, the parties acknowledge that inaccuracies may occur, and that the Company and its licensors do not warrant the accuracy or suitability of the Information. For this reason, you acknowledge that the Web Site and information are provided to you on an "as is, with all faults" basis. The Company and its licensors expressly disclaim any and all warranties, whether express, oral, implied, statutory or otherwise, including any implied warranty of fitness for a particular purpose or merchantability, any warranties arising by virtue of custom of trade or course of dealing and any implied warranties of title or non-infringement. Further, the Company and its licensors do not represent or warrant that the Web Site or information will meet your requirements or are suitable for

your needs. Under this Agreement, you assume all risk of errors and/or omissions in the Web Site and Information, including the transmission or translation of Information. You hereby assume all responsibility (and thereby hold the Company harmless), by whatever means you deem most appropriate for your needs, for detecting and eradicating any virus or program with a similar function.

## **12. Limitation of Liability**

You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Web Site and Information, and for maintaining any means which you may require for the reconstruction of lost data or subsequent manipulations or analyses of the Information provided under this Agreement. You agree that the Company and its licensors (including its and their officers, directors, employees, affiliates, agents, representatives and subcontractors) shall not in any event be liable for any special, incidental or consequential damages arising out of the use or inability to use the Web Site and information for any purpose whatsoever. If the above limitations of liabilities should fail in their essential purpose for any reason, such liability is and shall be limited to a sum equal in amount to ten (10%) percent of the sums paid to the Company by you under the terms of this Agreement or \$100.00, whichever is greater, as limited damages and not as a penalty even if the Company or its affiliates have been advised of the possibility of such damages. This liability shall be complete and exclusive. The provisions contained in this section shall survive termination of this Agreement.

## **13. Indemnification**

You agree to release, indemnify, defend and hold harmless the Company, its licensors and their affiliates, officers, directors, employees, agents and representatives from and against any and all losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorney's fees and expenses)(collectively, "claims") of whatever kind, character or nature brought by or on behalf of any person that arise out of, are related to or in connection with this Agreement or your access or use of the Web Site or information, even if caused, in whole or in part, by the joint, sole, or concurrent negligence, willful misconduct, strict liability or other fault, whether passive or active, of any person or entity, including any of the indemnified parties.

## **14. Privacy**

The Company Web Site does not collect any personally identifying information about you except when you expressly provide it. You agree that the Company can use your personal identifying information for editorial, promotional, or marketing purposes, unless you request that your information not be used in such manner. The Company may place a "cookie" in the browser files of your computer. Such cookie does not contain any personally identifying information.

## **15. No Conflicting Terms**

If there is any conflict between this Agreement and any help text, manuals, or other documents, this Agreement shall govern, whether such other documents are prior to or subsequent to this Agreement, or are signed or acknowledged by any member of the Company Parties; however, this does not apply to any Customer Agreement executed between you and the Company. The terms of executed Customer Agreements will prevail in the event of any conflicting terms.

## **16. Attorney's Fees**

If the Company takes action (by itself or through its representatives) to enforce any of the provisions of this Agreement, including collection of any amounts due hereunder, the Company shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

## **17. Governing Law; Limitations; Venue**

This Agreement shall be governed by the laws of France, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of the Web Site or Information contemplated by this Agreement must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued. Further, any such claim or cause of action may only be brought in the courts located in Paris, France, and you agree to submit to the exclusive personal jurisdiction of such courts.

## **18. Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision will be replaced by a mutually acceptable provision which comes closest to the intention of the parties at the time the original provision was agreed upon.

## **19. Copyright, Patent and Trademark Notice**

All rights reserved. The Web Site and Information is the valuable, exclusive property of the Company or its licensors and nothing in this Agreement shall be construed as transferring or assigning any such ownership rights to you or any other person or entity. The Information is protected by contract law and various intellectual property laws, including domestic and international copyright laws. Except as permitted in this Agreement, you may not copy, adapt, distribute, commercially exploit, or publicly display the Information or any portion thereof in any manner whatsoever without the Company's prior written consent. You may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of the Information. The Company, and its associated logos, and all page headers, custom graphics, buttons, and other icons are service marks, trademarks, registered service marks, or registered trademarks of the Company. All other product names and company logos mentioned on the Web Site or Information are trademarks of their respective owners.

## **20. Assignments**

You may not assign any of your rights, obligations, privileges, or performance hereunder without the prior written consent of the Company. Any assignment by you other than as provided for in this Section 20 shall be null and void, ab initio.

## **21. Entire Agreement**

This Agreement is complete and effective at the time you agree to it by accessing or using the Web Site or information. This Agreement constitutes the entire agreement between the parties, and no other agreement, written or oral, exists between you and the Company.