Special Terms and Conditions of Sale and Terms of Use for Services : Hosting & Domain Name

These Special Conditions of Sale (hereinafter the "SCS") form a contract between the company MIXIT7, SARL, with a capital of 10,000 euros, whose registered office is in PARIS (75008) 34 avenue des Champs-Elysées, registered in the PARIS Trade and Companies Register under number 842 652 547 represented by Mrs. Laetitia SULITZER and Mr. Steve SHALLOE (hereinafter the "Company"), on the one hand, and any individual or legal entity, under private or public law, acting as a private individual or professional, who orders a service from MIXIT7 in the area of "domain names, registration, renewal or transfer" (hereinafter the "Client" or "You"), on the other.

The present SCS are applicable cumulatively with the general sales conditions of MIXIT7 (the "GTC"). In the event of a contradiction between the present GTC and the GTC, the GTC shall prevail. The Mixit7 GTC can be found on the website www.mixit7.com, under the heading "GTC".

Any request for the service "registration, renewal, transfer of domain names" is subject to the prior dispatch by the Client of an order form under the conditions set out below. It implies your full and complete acceptance of the present SCS.

The Client acknowledges having verified the suitability of the Service for its needs. MIXIT7 cannot be held to any guarantee in this respect. The Client declares that he has received from MIXIT7 all the information and advice necessary to subscribe to the present commitment with full knowledge of the facts.

Article 1: Definitions

The customer is the natural or legal person who signs the online quote / order form. The client for accommodation can only be a legal person or an organisation. Private individuals are excluded from MIXIT7 offers which are not adapted to their needs.

The Internet is a set of interconnected networks located around the world.

The username/password pair that allows the client to identify itself on the network is called a login.

A storage space allocated by MIXIT7 to each client is called web space.

Netiquette is the set of rules for Internet users, including:

- Do not send mass e-mails to people who have not requested them ("junk mail" or "spam").

- do not post a message in one or more newsgroups with content unrelated to the topic of those groups.

- respecting copyright.

- not to go against RFC1855

MIXIT7 uses third party providers' infrastructure for their datacenter or services and interconnects them as required:

- Interxion, Digital Realty, NL-AMS8, Pudonweg 37, 1437 EM Rozenburg, The Netherlands

- OVH, SAS with a capital of 500 k€ RCS Roubaix - Tourcoing 424 761 419 00011

- Knownhost LLC, 500 S Australian Ave, Ste 600 #1042, West Palm Beach FL 33401, USA

- Cloudflare, Inc, 101 Townsend St,San Francisco, CA 94107 USA

MIXIT7 rents and owns its servers on these infrastructures or uses services. The hotline and the administration of the servers are done at MIXIT7 or its partners.

Article 2: Purpose

The purpose of the present SCS is to define the terms and conditions under which MIXIT7 provides its client with website hosting and domain name reservation/renewal services.

The present contract is subscribed for a period of one year from the 1st payment relating to the purchase of the ordered product. It is renewable by right for periods of one year. Payment of the annual fee must be received by MIXIT7 no later than two weeks before the end of each year (the date of the invoice being taken as proof). **Any default or delay in payment on the part of the client will result in automatic termination of the present contract.**

MIXIT7 reserves the right to terminate this contract at any time and without notice, subject to sending a registered letter to the client (to the address provided at registration). In the event of non-payment, breach of the usage policies or for any other reason at MIXIT7's discretion, MIXIT7 shall have the right, without notice and immediately, to suspend the customer's account by refunding the unused balance of his payment. In the event of a violation of the service usage policies, the customer's account may be suspended without refund.

Article 3: The products

3.1 - The identifier :

Depending on your package, you will be given a login and an administration password to manage your hosting space or your emails.

3.2 - Web space :

MIXIT7 offers to host a domain name on its DNS servers and associated disk space on its WEB servers, in return for payment of a rental fee, the cost of which depends on the product chosen by the client. The customer may choose his or her domain name(s) (Web address), insofar as this is available and in compliance with the naming charter for the chosen extension. The customer has complete freedom as to the content of his web space, as long as it complies with the laws and regulations in force in France and in his country of origin. In particular, it is forbidden to publish any form of content directly or indirectly associated with :

- to pornography
- pirated programs (MP3, cracks ...)
- of a racist or profane nature

The client agrees not to make available to the public, from its site hosted on MIXIT7 servers, multimedia files for which it does not own the rights. The client also agrees not to include hypertext links on its site and not to redirect its domain to sites that provide this type of service.

The client is informed that the publications constitute intellectual works protected by copyright in the sense of article L 112-2 1st and 2nd of the Code of Intellectual Property. The client assures MIXIT7 that it is the holder of all intellectual property rights to the entirety of the pages it hosts, i.e. the rights of reproduction, representation and distribution relating to the Internet medium, for a predetermined period.

The client acts as an independent entity and consequently assumes the risks and perils of its activity alone. The client is solely responsible for the services and its website, the content of the information transmitted, disseminated or collected, its use and updating, as well as all files, in particular address files.

The client undertakes to respect copyright, patent or trademark rights. Consequently, MIXIT7 cannot be held responsible for the content of the information transmitted, disseminated or collected, its use and updating, as well as any files, particularly address files, for any reason whatsoever. The client therefore declares that it fully accepts all legal obligations arising from the ownership of its services, and that MIXIT7 cannot be sought or worried in this respect for any reason whatsoever, particularly in the event of a violation of laws or regulations applicable to the client's services. The client declares that it has obtained all necessary authorizations in terms of copyright, in particular from the copyright distribution companies that may be required.

The client undertakes to include on the web pages of its Internet site the identity and address of the owner or author of the web pages and to make all necessary requests for the creation of its web site, in accordance with current French law. The client's failure to comply with the above points, whether for the site hosted on MIXIT7's server infrastructure or whether it concerns a redirection of its domain to this type of site, and in particular any activity specifically prohibited from MIXIT7's servers and/or any content specifically prohibited on MIXIT7's servers and/or likely to give rise to civil and/or criminal liability and/or likely to infringe the rights of a third party will result in MIXIT7's right to interrupt the client's services without delay and without prior notice and to terminate the contract immediately and by right, without prejudice to the right to any damages that MIXIT7 may claim. In these cases, the client cannot claim reimbursement by MIXIT7 of sums already paid.

The client undertakes to comply with all legal and regulatory requirements in force, and in particular those relating to information technology, files and freedoms, and in particular to make any declaration of processing to the Commission Nationale de l'Informatique et des Libertés (C.N.I.L.). The client also undertakes to take out all necessary insurance with a solvent organisation in order to cover any damage that may be attributable to it within the framework of this contract or its execution.

The client guarantees to indemnify MIXIT7 against any action by a third party relating to the content of the information transmitted, disseminated or reproduced, in particular those resulting from an infringement of personality rights, a property right relating to a patent, a brand, designs and models, copyright or those resulting from an act of unfair or parasitic competition or an infringement of public order, the ethical rules governing the Internet, or the provisions of the Penal Code : In this respect, the client will compensate MIXIT7 for all costs, charges and expenses that the latter would have to bear as a result, including the fees and reasonable costs of MIXIT7's advisers, even by a non-final court decision. The client undertakes to pay directly to the author of the claim any sum that the latter may demand from MIXIT7. In addition, the client undertakes to intervene at the request of MIXIT7 in any proceedings instituted against the latter, and to guarantee MIXIT7 against all sentences pronounced against it on this occasion. Consequently, the client undertakes to deal personally with any claim and/or procedure, whatever its form, object or nature, which may be brought against MIXIT7 and which is related to the client's obligations under the present contract. The client, who is solely responsible for the content of the site, undertakes to defend MIXIT7 at its own expense in the event that the latter should be the subject of an action for damages relating to the data, information, messages, etc., that it distributes, and to pay the compensation due in reparation for any damage suffered, provided that it is free to settle and conduct the proceedings.

MIXIT7 reserves the right, at any time and without prior notice, to take offline any content that it considers to be in breach of French or international law or netiquette.

If your site is hacked due to a flaw in your software, your site, MIXIT7 will shut down your site WITHOUT NOTICE to ensure the protection of the server or your unaffected data. The server will not be restarted until the cause of the flaw is found, and we are satisfied that your data is safe.

3.3 - Email addresses :

MIXIT7 provides the client with email addresses, email aliases and email redirections, the number of which is defined in the formula chosen by the client. The customer may choose his or her addresses insofar as they are available and accepted by MIXIT7. MIXIT7 reserves the right, at any time and without prior notice, to delete one or all of the email addresses, aliases and redirections, if it considers that the use made of them does not comply with netiquette. Some technical addresses are reserved.

3.4 - Service improvement :

MIXIT7 can migrate your data at any time to new servers, a new architecture to improve the service.

Article 4: Customer's responsibility

The client undertakes to provide accurate and sincere information when reserving their domain name(s). The client undertakes to inform MIXIT7 of any change in the data provided and will be solely responsible for any malfunctions that may result from erroneous information.

The client alone assumes full responsibility for any infringement of the intellectual or industrial property of third parties, public order and morality and any other dispute concerning the domain name(s) purchased via MIXIT7.

The client is solely responsible for the choice of the domain name(s) purchased. Under no circumstances can MIXIT7 be held responsible for any recourse concerning a domain name purchased via MIXIT7.

The customer must maintain a valid email and postal address. The information will be updated through the web interface provided.

The client agrees not to attempt to penetrate MIXIT7's computer systems. Any attempt, however small and unsuccessful, will be logged and analysed by our systems. A procedure will be systematically initiated.

The client undertakes to update his content management software. MIXIT7 does everything possible to protect the server, but the hosting contract does not take into account the updating of your third-party software. This must be covered by another contract specific to your software (e.g. Joomla, Prestashop, WordPress, Magento...).

4.1 - Resource limitations :

MIXIT7 provides hosting spaces that allow the use of PHP scripts and other executable programs. These scripts use many more system resources than simple pages, so there are some restrictions on the use of these features. Scripts must use acceptable system resources. Scripts that use a very large number of CPU cycles and a very large amount of RAM memory will have to be suspended or additional charges may apply. MIXIT7 will make every effort to notify customers who are using scripts that are using too large a percentage of system resources before suspending them. However, if the scripts are causing problems for other clients or are taking up too many resources they may be stopped without notice.

Each space should not exceed 5% of the system resources for a period of time longer than 5 seconds or 3600 hits per hour.

Scripts must not interact with the server configuration or hardware in any way. Execution of such scripts may result in immediate cancellation of the customer account without refund.

4.2 - Using PHP/MySQL :

The customer is warned that the abusive use (or based on incorrect programming) of MySQL and PHP (looping scripts, persistent connection, etc.) may be of such a nature as to render the operation of the site on a shared server incompatible, and expose the site concerned to suspension without notice in order to guarantee an acceptable quality of service to all the server's customers.

4.3 - Transfer of domain names :

The transfer of a domain name does not mean the transfer of the actual ownership of the right of use, but the technical transfer of the provider (change of DNS). The client affirms that he/she is the owner of this right of use when requesting the transfer of a domain name or that he/she has been mandated by the above-mentioned owner. MIXIT7 will carry out the necessary formalities or will guide the client in the completion of these formalities. Nevertheless, the client declares to have been informed that only the person named as administrative contact for this domain can validate this transfer. MIXIT7 cannot be held responsible for the impossibility of transferring this domain name or the resulting delays, as this impossibility does not systematically invalidate the hosting contract. MIXIT7 is therefore only bound by an obligation of means in this respect.

4.4 - Transfer of .com, .net, .org, etc. domain names (excluding .fr) :

Requests for a change of registrar must be validated exclusively by the email address of the administrative contact of the domain concerned. The customer must therefore ensure that the administrative contact's email address is valid in order to respond favourably to the various requests.

No reimbursement corresponding to the price of the domain names will be made concerning the transfer (change of registrar, delation or name servers) of an unsuccessful domain name, the object of the order being precisely the attempt to transfer and not its success.

Administrative fees may be charged for domain name transfer services.

4.5 - Registration / Transfer :

For any request to AFNIC (allocation of the form number for the opening of a file) the domain name must be justified and conform to the AFNIC naming charter. MIXIT7 will proceed with the request for registration of a domain name or the change of delegation (subject to acceptance of the file by AFNIC), only on receipt of all the necessary supporting documents (letter of commitment and supporting documents).

In the event of incomplete or erroneous information, missing documents, or non-compliance with the naming charter, MIXIT7 will suspend all requests and no purchase voucher or refund corresponding to the price of the web name pack will be made. You then have 14 days to provide us with the necessary information. After this period, your order will be cancelled.

In case of refusal by Afnic, MIXIT7 will suspend all requests and no voucher or refund corresponding to the price of the domain name services will be made. You then have a period of 2 months to provide us with the necessary information. After this period, your order will be cancelled.

In the case of a transfer (change of delegation), you must also send a registered letter with acknowledgement of receipt to your former provider so that it validates your request with AFNIC.

Any changes to the whois information (administrative contact information) will be invoiced.

4.6 - Invoicing of domain names :

Internic fees are only included for the creation of a new domain name or for a change of registrar 60 days before the expiry date of the domain name.

In the case of a change of delegation, the cost of renewing a domain name is included in the price of the package (if this transfer is made at least 60 days before the domain's expiry date).

MIXIT7 will not pay any domain name registration or renewal invoice if MIXIT7 is not the billing contact. Any change in the billing contact may result in MIXIT7's suspension of the Registrar's invoice.

4.7 - Trademark law :

The domain names registered by the client are his sole responsibility.

The client undertakes to respect the legislation in force concerning trademark law. MIXIT7 reminds the client that trademark infringement is punishable by law. It is in fact a criminal offence.

Penalties that can be imposed include fines, imprisonment and closure of the establishment.

MIXIT7 cannot be held responsible for the client's failure to comply with legislation and reminds the client that in the event of civil or criminal proceedings against the client, MIXIT7 may suspend the use of the client's domain name following an injunction issued by a judicial authority.

4.8 - Late renewal :

It is your responsibility to inform us if you do not wish to renew the domain. If you do not pay the invoice, the domain name will not be renewed.

Thus, in the case of a late renewal (i.e. after the due date of one day), the order will be increased by 40 euros (excl. VAT) for manual renewal costs, **if this procedure is still possible.**

This applies to all services.

Article 5: Responsibility of MIXIT7

MIXIT7 undertakes to do everything possible to register/transfer/renew domain names after validation of the payment of the corresponding order. However, this is an obligation of means and in no case an obligation of result, this being impossible to guarantee.

5.1 - Contents :

MIXIT7 has no control over the content issued by the client, whether through its web space or the mail that it may send. Under no circumstances can MIXIT7 be held responsible for any action or recourse by a third party, in particular as a result of:

- information, sounds, images, texts and multimedia documents contrary to the laws and regulations in force, contained and/or distributed on its web space by the customer.
- infringement of intellectual property rights relating to the works contained or disseminated, in whole or in part, on the customer's web space.

5.2 - Accessibility :

Due to the characteristics and limitations of the Internet, which the client declares to be aware of, MIXIT7 cannot in any way be held responsible for access speeds from other sites in the world or for slowdowns or difficulties in accessing the client's site. Nor can MIXIT7 be held responsible for the non-delivery of e-mails, discussion forum articles, due to the same limitations and characteristics of the Internet. MIXIT7 reserves the right to temporarily interrupt access to its services for reasons of maintenance and/or improvement without the right to compensation. However, MIXIT7 undertakes to use all the means at its disposal to minimise this type of interruption.

If an audit is carried out on the slowness of a service and the reported slowness is due to the quality of your scripts, **MIXIT7 will charge the audit at the current hourly rate.**

5.3 - Safety :

MIXIT7 cannot be held responsible for malicious access to the client's web space or for hacking into the client's mailboxes, despite all the security measures taken by MIXIT7.

5.4 - Denial of guarantees :

The MIXIT7 service is provided on an as-available basis. MIXIT7 specifically disclaims any other warranty, including any warranty of merchantability or fitness for a particular purpose. In no event shall MIXIT7 be liable for consequential, indirect, special or incidental damages. Even if MIXIT7 has been advised by the customer of the possibility of such loss or potential damage. If MIXIT7's service to the client is disrupted, or fails to function for any reason, MIXIT7 is not liable for loss of revenue due to a service interruption because MIXIT7 is subject to an obligation of means.

MIXIT7 does not provide a contract with compensation beyond the amount of the service in case of unavailability (loss of turnover, loss of customers).

5.5 - Force majeure :

MIXIT7 will not be held responsible for any delay or non-execution, when the cause of the delay or non-execution is due to the occurrence of a case of force majeure usually recognised by jurisprudence. The case of force majeure suspends the obligations arising from the present contract for the entire duration of its existence.

However, if the case of force majeure lasts for more than 30 consecutive days, it shall give rise to the right to terminate the present contract by either party eight days after sending a registered letter with acknowledgement of receipt notifying this decision.

5.6 - Compensation :

The Customer agrees to defend, indemnify and hold the Provider harmless against any loss, damage or claim, (including attorney's fees) related to the use of the service provided by the Provider to the Customer under this Agreement, including but not limited to: false advertising, liability claimed for product or service sold by the Customer, copyright or trademark, interruption or defect in the operation of the service or for any content submitted by the Customer.

Article 6: Termination

Any default or delay in payment by the customer shall result in automatic termination of this contract.

6.1 - Termination by the customer :

The client can terminate his subscription before the end of the contract by notifying MIXIT7 in writing, up to 1 month before the end of the contract (registered letter with acknowledgement of receipt). This cancellation does not entail any reimbursement.

If you do not wish to renew your contract, you must send us a letter with acknowledgement of receipt simply stating that you do not wish to renew the service concerned, at least 1 month before the end of the contract.

6.2 - Termination by MIXIT7 :

Non-compliance by the client with the stipulations of these general hosting conditions, and in particular any activity specifically prohibited from MIXIT7's servers and/or any content specifically prohibited on MIXIT7's servers and/or likely to give rise to civil and/or criminal liability and/or likely to infringe the rights of a third party, will result in MIXIT7's right to interrupt the client's services without delay and without prior formal notice and to terminate the contract immediately and automatically, without prejudice to the right to any damages that MIXIT7 may claim.

In these cases, the client cannot claim reimbursement from MIXIT7 of sums already paid. MIXIT7 may terminate the contract by registered letter with acknowledgement of receipt, subject to a notice period of one month. In the event of a breach by one of the parties of one or other of its obligations under the contract which has not been remedied within a period of seven days from either a registered letter with acknowledgement of receipt sent by the complaining party notifying the breaches

in question, or any other form of authentic notification sent by the said party, the contract will be terminated by operation of law, without prejudice to any possible damages which might be claimed from the defaulting party. The date of notification of the letter containing the breaches in question will be the date of the postmark, on the first presentation of the letter. If MIXIT7 terminates the contract under the conditions set out in this article, the client will not be entitled to the reimbursement by MIXIT7 of sums already paid, and MIXIT7 will not be liable for any compensation to the client. On the other hand, if the client's failure to comply with its obligations results in damage to MIXIT7, MIXIT7 reserves the right to take legal action against the client to obtain full compensation for this damage, and in particular the reimbursement of damages, penalties, costs and fees incurred by MIXIT7. Under the terms of this contract, for whatever reason, MIXIT7 undertakes to remove all files relating to the client's site and present on its servers. The service is restricted, limited or suspended as of right if payment is not effective after a reminder and letter of formal notice. The service may also be restricted, limited or suspended when the specific conditions applicable to each type of service provided by MIXIT7 provide for this sanction as a consequence of a breach. In all cases, the measures of restriction, limitation or suspension are applied according to the seriousness and recurrence of the breach(s). They are determined according to the nature of the breach or breaches observed. The client understands that MIXIT7 will have to restrict, limit or suspend the hosting if MIXIT7 receives a notice to this effect from a competent administrative, arbitral or judicial authority, in accordance with the appropriate applicable laws.

Article 7: Special conditions domain name

If MIXIT7 purchases a domain name for the client, MIXIT7 will be listed as the default technical contact (unless the client expressly requests otherwise). The owner of the domain name is always the administrative contact, i.e. the client. In the event of a transfer, the client undertakes to enter MIXIT7 as the technical contact in the domain name information. If this is not done, MIXIT7 cannot be held responsible for not updating the information necessary for the proper functioning of the domain name. These rights will be returned at the end of the present contract.

Article 8: Fees, payment, renewal

The prices of the services provided by MIXIT7 under the MIXIT7 service contract are subject to several tariffs established according to the nature of the services provided. The current rates are available on request from MIXIT7. The subscriptions and services offered are mentioned on the quote accepted by the client; they are exclusive of tax (HT) and are payable in euros in advance by monthly or annual payment according to the option chosen by the client. MIXIT7 reserves the right to modify its prices at any time, subject to informing the client by e-mail or by an online warning on the site www.MIXIT7.com one month in advance if the new rates are less

favourable to the client. Following this information, the customer will be free to terminate the contract, under the conditions specified in article 6. Failing this, the customer will be deemed to have accepted the new rates. The changes in rates will be applicable to all contracts and in particular to those in progress. MIXIT7 reserves the right to pass on, without delay, any new regulatory, administrative or legal tax or any increase in the rate of existing taxes.

8.1 - Installation costs

Depending on the specificities of the project, an installation fee may be charged for the installation and configuration of the customer accounts.

8.2 - Terms of payment

Prepaid subscriptions are guaranteed for the period concerned. Payment must be made by bank transfer.

8.3 - Renewal

In the event of renewal, the taxes and rates applicable will be those in force on the day of renewal. MIXIT7 will notify the client by e-mail of its obligation to pay the renewal price of the accommodation(s) concerned. This notification will be sent to the billing contact (it is the client's responsibility to keep this email address up to date). In the absence of full payment of the renewal price fixed in the tariff, MIXIT7 will not be able to carry out the renewal requested by the client. The client will receive an e-mail notifying him/her of the closure of the hosting on the anniversary date of the hosting. MIXIT7 will undertake the deletion of the hosting on D+15 days according to the anniversary date of the renewal, the client will receive a notification e-mail to inform him/her of the deletion of the hosting for non-payment. Any failure to pay or irregular payment, i.e., in particular, of an erroneous or incomplete amount, or not including the required references, or made by a means or procedure not accepted by MIXIT7, will be purely and simply ignored and will result in the rejection by MIXIT7 of the registration, renewal or transfer request. In the case of a renewal paid by cheque, it is the client's responsibility to request the renewal with sufficient time so that the cheque is effectively received by MIXIT7 5 days before the expiry of the hosting. Any incident and/or delay in payment on the due date will result in suspension of services. The client is solely responsible for the payment of all sums due under the MIXIT7 service contract.

8.4 - Consequences of late payment

Any unpaid amount will be considered as late payment. By express agreement and unless a deferral is requested in time and granted by MIXIT7 in a specific and written manner, total or partial non-payment on the due date of any sum due under the contract will automatically and without prior notice and without prejudice to the article "termination":

- the immediate payment of all sums remaining due by the client, whatever the method of payment provided.

- The possibility of suspending or terminating, at MIXIT7's discretion, the execution of any order in progress until full payment of the sums due by the client.

- The application of interest at a rate equal to 12% but not less than one and a half times the French legal interest rate.

- The suspension of all services in progress, whatever their nature, without prejudice to MIXIT7's right to terminate the contract as stipulated in the article "termination".

Any disagreement concerning the invoicing and the nature of the services must be expressed by e-mail to hello@mixit7.com within one month of the order form being issued. In the event that MIXIT7 incurs expenses, it will inform the client and provide the corresponding receipts and invoice. The client may then pay the amount due by bank transfer in euros.

Article 9: Modification

MIXIT7 is free to modify its general and, where applicable, special conditions of sale, but must inform the client by e-mail beforehand.

Article 10: Advertising and promotion

MIXIT7 may use the services provided to the client in this way on its websites, commercial documents and brochures.

Article 11: Application and enforceability of the MIXIT7 SCS

The present special conditions are applicable to all hosting services provided by MIXIT7. The contract prevails over any brochure, commercial brochure, advertising or content of the MIXIT7 website, subject to the application of the "modification" clause. The fact of placing an order implies the client's full and unreserved acceptance of the present general hosting conditions, which apply regardless of the options selected, the hosting subscribed to and the terms of opening of the hosting. No separate request or particular modification of the order made by the client may, unless formally and expressly accepted, be invoked against MIXIT7, regardless of the time at which it may have been brought to the knowledge of the latter.

Article 12: General provisions

12.1 - Divisibility

If any of the provisions of this contract are found to be null and void in accordance with a rule of law in force or a judicial decision that has become final, they shall be deemed to be unwritten, without this leading to the nullity of the contract or altering the validity of its other provisions. The fact that one or other of the parties does not claim the application of any clause of the contract or acquiesces in its non-performance, whether permanently or temporarily, shall not be interpreted as a waiver by that party of its rights arising from the said clause. In such a case, the parties shall, as far as possible, replace the cancelled provision with a valid provision corresponding to the spirit and purpose of the contractual conditions.

12.2 - Headings

The headings of the articles of the contractual conditions are for ease of reference only and do not in themselves have any contractual value or special significance.

12.3 - Notifications

All notifications, communications and formal notices provided for in the general conditions shall be deemed to have been validly delivered to the client if they are sent by registered letter with acknowledgement of receipt:

- for MIXIT7: 34 ave des Champs-Élysées, 75008 Paris

- for the holder of the hosting service: to the postal and/or e-mail address that he/she has provided to MIXIT7.

Article 13: Applicable law and jurisdiction

Only French law shall apply to this contract, excluding, on the one hand, the rules of conflict provided for by French law, and on the other hand, the provisions of French law which would be contrary to this contract. Any dispute between the parties relating to their contractual relations and in particular to the interpretation, performance and termination of this contract shall be submitted to the Commercial Court of Paris (75) even in the event of a guarantee appeal or multiple defendants. The simple fact of accepting and signing a quote for a website hosting service shall constitute full and complete acceptance of these contractual conditions.

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