

SHARED WEB HOSTING (Windows, ASP Classic, Plesk) GENERAL CONDITIONS OF SALE AND USE OF SERVICES

Version as of : Friday, May 2, 2025



These Terms were revised on, and are effective as of **Friday, May 2, 2025**, replacing any previously existing version.

The current version of these Terms can be downloaded at any time [in PDF format](#).

It is the Client's responsibility to keep regularly informed of these Terms and Conditions and to keep one or more PDF archives on the date(s) of their choosing.

To ease visual identification of the sections that have been modified compared to the previously applicable version, these are highlighted in this version of the General Terms and Conditions by the symbol ⌚ in the title of the relevant paragraph(s).



Summary of changes to this document compared to the previous version :

- Clarification of the terms mentioned in § "[1. DEFINITIONS](#)"
- Increase of the CPU resource limits mentioned in § "[10. USE OF RESOURCES, LIMITS AND BEST PRACTICES](#)"
- Added information relating to database maintenance in § "[11. INFRASTRUCTURE PROTECTION AND BACKUP CLAUSES](#)"
- Added prohibited illegal activities in § "[13. CLIENT OBLIGATIONS AND RESPONSIBILITIES RELATING TO CONTENT](#)"
- Clarification of the conditions for price revisability in § "[19. PRICING, BILLING AND RENEWAL](#)"

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1. DEFINITIONS

This document and any appendices may contain several terms with specific meanings, defined below.

- **General Terms and Conditions, Terms of Use of the Service, Terms of Use of the Services, General Terms and Conditions, This Document, These Conditions** : Refers to this document and any appendices, jointly and severally constituting "The Conditions". If explicitly stated, this term may designate or refer to another document or amendment clearly identified by a reference, name, date, or any other unmistakable distinguishing feature.
- **Special Conditions** : Terms of Use for the Services specific to each Client or Quote, supplementing, superseding, and prevailing over these General Conditions when they conflict.
- **Party** : Means an individual or legal person engaged and/or involved in the operations of supplying or consuming the Services covered by this Document. A Party is, by default, deemed first and foremost to be a individual person in Intuitu Personae, even if it is a legal entity.
- **Parties** : A group comprising collectively each of the Parties, or individually each Party.
- **Site, Sites, the Site, the Sites, Website, Relevant Websites, Client Websites, Websites** : Means and includes one or more websites (including the server code, the client code, and the tools and services contributing to their proper functioning). The websites included in this name are the public or private internet/intranet/extranet sites with free or restricted access, hosted by the Client on the spaces provided by Le Juste Web, in one or more languages, as well as their subdomains, existing at the time of subscription to the Services by the Client, or put online after subscription.
- **Hosting Infrastructure, Server, Servers** : Means one or more physical or virtualized hosting servers, database servers, backup or disaster recovery servers, and email routing servers, all of which are provided to the Client by Le Juste Web as part of the provision of the Services.
- **Service, the Service, the Services, Provision of Services** : Means the services expected by the Client from Le Juste Web, and provided by the latter to enable the Client to perform tasks such as, but not limited to, hosting websites, databases, or using professional email services.
- **Quotation** : Service offer established by Le Juste Web to the Client, detailing the Services offered, their implementation and performance conditions, as well as the applicable pricing conditions.

- **Order** : Action taken by the Client to contractually confirm their wish to benefit from the Services provided by Le Juste Web, this action being evidenced by the Client's signature of a personal Quote with the words "Approved", or "Accepted", or "Agreed", or "For Approval" physically or electronically signed, and/or by the Client's payment of all or part of the invoices relating to the provision of the Services.

2. PURPOSE

This Document is established to define and/or specify the terms and conditions under which Le Juste Web and the Client process, provide, use, operate, and monitor the Services provided by Le Juste Web. It may or may not be:

- supplemented by other documents attached as annexes or Special Conditions,
- linked to other pre-existing documents,
- amended, clarified, or partially modified by future documents not yet in existence,
- updated at any time and without notice.

The Services covered by these General Terms and Conditions are :

- Shared Web Hosting Services (Windows, ASP Classic, Plesk)

3. RELATED PARTIES

These General Conditions form a contract between El Alexandre Féron, acting in its own name or under the registered trademark "Le Juste Web" of which it is the owner, whose registered office is located at 5 Rue Basse de Pévy, 51140 Prouilly, France, exempt from registration in the trade and companies register (RCS) and the trades directory (RM), SIRET n# 514 730 969 000 37, APE 6202 A, represented by its manager Mr. Alexandre Féron (hereinafter referred to indifferently as "The Supplier" or "Le Juste Web"), operator of the Internet Websites accessible at the following addresses: "lejusteweb.com" and "lejusteweb.fr" on the one hand, and any individual or legal person, under public or private law, acting as an individual or professional, who places an Order with Le Juste Web for one or more Services (hereinafter referred to indifferently as the "The Client" or "You"), on the other hand.

4. INTUITU PERSONAE, ASSIGNMENT, LEGAL CONTINUITY

These Terms are primarily and irrevocably governed by the "Intuitu Personae" with respect to each of the Parties, regardless of the legal form/status they possess at the time of subscription to the Services, or any other legal form/status they may decide to adopt in the future.

It is therefore understood that the current or future legal structures and forms of each of the Parties have no influence on the validity of these Terms, and in particular on the commitments of each of the Parties.

In the event that one of the Parties proceeds with a partial or total transfer of its activities, the rights and obligations arising from these Terms remain in force, and the person or structure receiving the transfer remains bound, even if the legal structures or companies that this Party owns change hands, are closed, or liquidated.

5. SCOPE & SPECIAL CONDITIONS

These General Conditions are applicable to any provision of the Services detailed in this Document and set out in § "2. PURPOSE", and are cumulative with any Special Conditions provided for in a Quote or contract individually for each Client. These General Conditions may therefore be supplemented or replaced by Special Conditions provided for in a Quote or contract independently for each Client.

As a result, any Special Conditions specific to each Client, Quote, or contract supplement, cancel, or supersede the relevant points of these General Conditions. Consequently, in the event of a contradiction between these General Conditions and the Special Conditions, the Special Conditions shall prevail.

These General Terms and Conditions may be modified at any time by Le Juste Web in whole or in part. The Client acknowledges and accepts this, and understands that it is their responsibility to regularly check the terms and to comply with them in all respects and at all times. The latest version of these General Terms and Conditions is available at <https://lejusteweb.com/qc/contract/c01-s01-d01>. The latest version of these General Conditions supersedes, cancels and replaces any previous version previously existing, regardless of the version in force at the time of conclusion of the Contract and subscription to the Services by the Client.

6. CONCLUSION OF ORDER

Any request for the Provision of Services is subject to prior validation by the Client of a Quote under the conditions set out below. This implies the Client's full acceptance of these General Terms and Conditions as well as any Special Conditions provided for in the Quote or contract. Conclusion of an Order constitutes full acceptance of these General Terms and Conditions and any Special Conditions.

By validating the Quote, the Client acknowledges that they have ensured that the Services offered meet their needs.

⚠ IMPORTANT : The Client is informed that the database engines supported in this Service offer are MariaDB and Microsoft Access. The use of other engines such as Microsoft SQL Server, MySQL or PostgreSQL is only possible on dedicated hosting servers/VPS/VMs, as these are not provided in this Service offer. No claims may be made on this basis. Furthermore, Le Juste Web cannot be held liable for any guarantees in this regard in the event of a mismatch with the Client's needs or expectations.

By placing an Order for the Services, the Client declares and acknowledges having requested and received from Le Juste Web all the information and advice of a technical and/or commercial nature necessary to subscribe to the Service with full knowledge of the facts, and in particular that the planned use of the Services is consistent with the needs of its business and is validated by its various analyses, whether financial, risk analysis, or suitability analyses.

The Client acknowledges that the provision of the Services by Le Juste Web allows immediate use thereof. As such, the Client acknowledges that Le Juste Web will proceed with the immediate execution of the Service upon validation of his Order, and as such expressly waives the right to exercise his right of withdrawal in accordance with the provisions of Article L.221-28 1° of the Consumer Code, unless cancellation is made within 24 hours after placing the Order as indicated in § "[20. CANCELLATIONS AND REFUNDS](#)".

The Client may subscribe to the Services either online on one of the Le Juste Web Websites indicated in § "[3. RELATED PARTIES](#)", or by signing a personal Quote including the following statement: "Approved", or "Accepted", or "Agreed", or "For Approval", concluded physically or electronically. The Client acknowledges and accepts that a delivery delay may occur in the event of unavailability of the selected resources. Failure to deliver the ordered Services within 8 calendar days from the time of subscription to said Services, the Client may request cancellation of his Order, free of charge, and a refund of any deposits already paid. This period may be superseded by another period possibly stipulated in the Special Conditions applicable to the Client's Order.

7. SERVICE HOLDER

The Services are provided by Le Juste Web to the Client who has subscribed to them for their sole use. The Client is prohibited from sharing access to the Services, or subletting them in the form of an offer competing with that of Le Juste Web, regardless of its nature, form, or pricing conditions. Any violation of this rule will automatically result in the immediate termination of the Services concerned by Le Juste Web, with or without notice, without such termination entitling the Client to any compensation of any kind.

Since Le Juste Web [specializes in ASP Classic](#), the Client may choose to delegate all or part of its technical and/or administrative prerogatives to Le Juste Web (such as, for example, but not limited to, the configuration of the IIS Application Pool, the management of SSL certificates, the configuration of email clients or DNS zones). However, the Client remains fully responsible for ensuring compliance with these Terms by itself and the service providers it commissions using the Services, regardless of the service provider, even if it is Le Juste Web. In other words, the fact that the Client mandates Le Juste Web for certain tasks and interventions on its Website does not exempt the Client from ensuring that it

uses the Services in accordance with these Terms.

When subscribing to the Services, Le Juste Web provides the Client with access codes to administer its Services (for example, but not limited to: FTP access, Plesk access, RDP access, Email access). This access is personal and confidential. The Client is prohibited from sharing or disclosing this information with relatives or third parties other than its team or service providers, whether free of charge or in exchange for any form of compensation or remuneration. It is the Client's sole responsibility to ensure the protection of this information.

Many passwords are used to access the Services provided, the databases, and to perform the technical operations that allow the Client to use the Services. Therefore, it is essential that these remain secret. If the Client suspects that a password may have been compromised, revealed, exposed, or corrupted, the Client must inform Le Juste Web within 24 hours so that access can be modified or temporarily disabled while security measures are put in place.

In the event of a proven or suspected theft or data leak by the Client, the Client must notify Le Juste Web within 24 hours so that said access can be modified or disabled by Le Juste Web to protect its Hosting Infrastructure. Any failure by the Client to comply with this obligation to notify Le Juste Web may result in an immediate (temporary or permanent, depending on the severity of the situation) disconnection of the Services, with or without notice. Le Juste Web may also deactivate the Services under the same conditions if it detects such a situation itself.

Likewise, the Client is required to ensure that its Websites handle passwords securely. It is therefore recommended not to store any passwords in clear text in databases or files, and to systematically use hashes using at least SHA-256, SHA-512, or any other strong algorithm (MD5 being considered insecure). The Client may contact Le Juste Web if it wishes to request technical assistance for the implementation of such processes in its ASP Classic/JavaScript source code and its MS-SQL, MySQL, MariaDB, or MS Access databases.

Generally speaking, the Client must ensure that it uses complex and different passwords for each tool, software, or service, and that it changes them regularly.

The Client understands and acknowledges that some of the access codes provided by Le Juste Web may not be intended for long-term use. In this case, it will be up to the Client to ensure that they are changed as soon as possible, ensuring that they follow good security practices for authentication methods, in particular through the use of strong passwords, by any means of their choice. Complex passwords with a minimum length of 20 characters are recommended. Le Juste Web offers, as a pure service and without any commitment to compliance, that the Client can use password generation services such as <https://high.tools>.

8. DESCRIPTION OF SERVICES

Le Juste Web provides the Client with various shared hosting services. The characteristics and configurations of the Services subscribed to by the Client were published and/or communicated to the Client prior to the conclusion of the sale, evidenced by the Client's subscription to said Services through the placing of the Order.

The Services are intended to provide, depending on the configuration chosen by the Client, access to the Website hosted by the Client, access to email services via various protocols (IMAP, SMTP, POP, Webmail), access to a management interface for the Client's hosting via a Plesk-type control panel, or via direct RDP access.

The shared hosting infrastructure provided by Le Juste Web is provided via computer servers connected to the Internet and is accessible to the Client and its own users, partners, and Clients via the Internet. Depending on the configurations and options subscribed to by the Client, the allocated resources, their availability, the maximum data bandwidth, and the characteristics of the storage spaces may vary over time (hour, day, calendar period).





Le Juste Web cannot be held responsible for any failure occurring on the part of one of the operators of the transport networks to/from the Internet, and in particular its access providers or global operators (ISPs, backbones, etc.).

The Client acknowledges that it is fully aware that the shared hosting spaces provided to it as part of the Services are common to several different client websites. Use of Le Juste Web's Hosting Infrastructure is therefore shared between different clients. The resources allocated to the Client (RAM, CPU, disk space, database space, email space) are shared by the Client with other users on the same hosting server(s). Unless otherwise expressly stated in the Special Terms and Conditions, performance cannot be guaranteed 100% of the time.






The Client therefore acknowledges and accepts that the performance of shared hosting may be more unpredictable and less stable than that of dedicated hosting (Dedicated Server, VPS, VM).

In addition to providing the Hosting Services covered by these Terms, the Client may use various service providers to support its Website. In particular, it may use Le Juste Web, which is familiar with its own hosting infrastructure and has a [specialized experience in Classic ASP](#). These services are outside the scope of hosting services and may include migration and configuration assistance, or modifications to the source code of the Client's websites. These additional services will result in a detailed quote.

The hosting provided by Le Juste Web is dedicated to the ASP Classic platform. As such, the following COM+ components are available to the Client as standard for use in their ASP Classic scripts, in full, up-to-date, and licensed versions:

32-bit	64-bit	Editor	Component	Instantiation
✓	✓	Microsoft	Automation Object (COM Class ProgID) 	GetObject()
✓	✓	Microsoft	Regular Expression Object 	New RegExp
✓	✓	Microsoft	ActiveX Data Objects 	ADODB.Connection ADODB.Recordset ADODB.Stream ADODB.Command
✓	✓	Microsoft	ActiveX Data Objects Extensions 	ADOX.Catalog ADOX.User

				ADOX.Group
✓	✓	Microsoft	Collaboration Data Objects (CDOSYS)	CD0.Message CD0.Configuration
✓	✓	Microsoft	Scripting Object	Scripting.FileSystemObject Scripting.Dictionary
✓	✓	Microsoft	XML Core Services	MSxml2.ServerXmlHttp.6.0 MSxml2.DOMDocument.6.0
✓	✓	Microsoft	Windows HTTP Services	WinHttp.WinHttpRequest.5.1
✓	✓	Microsoft	Windows Management Instrumentation	WbemScripting.SwbemLocator WbemScripting.SwbemDateTime
✓	✓	Microsoft	Windows Scripting Host	WScript.Shell
✓	✓	Persits Software	ASPEmail (full version)	Persits.MailSender
✓	✓	Persits Software	ASPUpload	Persits.Upload
✓	✓	Persits Software	ASPPdf	Persits.Pdf
✓	✓	Persits Software	ASPJpeg	Persits.Jpeg
✓	✓	Persits Software	ASPHef	Persits.Heif
✓	✓	ChestySoft	CsImageFile	csImageFile.Manage csImageFile64.Manage
✓	✓	ChestySoft	CsAspGif	csASPGif.Gif csASPGif64.Gif
✓	✓	ChestySoft	CsAspUpload	csASPUpload.Process csASPUpload64.Process
✓	✓	ChestySoft	CsAspZipFile	csASPZipFile.MakeZip csASPZipFile.OpenZip csASPZipFile64.MakeZip csASPZipFile64.OpenZip
✓	✓	Chilkat	Chilkat Tools (full version)	Chilkat_9_5_0.Component
✓	✓	Afterlogic	Afterlogic MailBee SMTP	MailBee.SMTP
✓	✓	ImageMagick Studio LLC	ImageMagick 7 (with COM+ interface)	ImageMagickObject.MagickImage.1
✓	✗	Advantys	ASPSmartUpload	aspSmartUpload.SmartUpload
✓	✗	Advantys	ASPSmartMail	aspSmartMail.SmartMail
✓	✗	Belus Technology	X-Zip	XStandard.Zip

		XStandard		
✓	✗	Belus Technology XStandard	X-GZip 	XStandard.GZip
✓	✗	Belus Technology XStandard	X-Tar 	XStandard.Tar
✓	✗	Belus Technology XStandard	X-Base64 	XStandard.Base64
✓	✗	Belus Technology XStandard	X-Buffer 	XStandard.Buffer
✓	✗	Belus Technology XStandard	X-MD5 	XStandard.MD5

The Client may request the installation of additional components. Le Juste Web can install a wide variety of popular, rare, recent, or legacy COM+ components upon request. However, Le Juste Web reserves the right to evaluate the performance, reliability, and security of a component before accepting its installation.

i Notes on COM+ components available in 32-bit only: If the Client needs to run an ASP Classic application on a 64-bit Application Pool while using COM+ components that originally only exist in 32-bit, Le Juste Web can configure the Component Services at the server level on behalf of the Client, with additional fees. This way, the Client's ASP Classic application will be able to use 32-bit COM+ components, even from 64-bit Application Pools.

9. TERMS OF USE OF SERVICES

The use of shared hosting assumes reasonable and fair use of the Services by the Client. The Client is responsible for adhering to the configurations and storage spaces authorized in the hosting packages and options to which it has subscribed. The Services are provided by Le Juste Web under reasonable usage conditions for visiting the Client's Websites and accessing email solutions, considering the characteristics of the Services. The Client therefore undertakes to configure its software and tools in such a way as to prevent any permanent, iterative, or redundant access likely to cause overloads or overuse of Le Juste Web's Hosting Infrastructure resources.

The hosting spaces provided allow the Client to host its Websites and email messaging services as stipulated in the contract. The Client therefore undertakes to use the storage space provided solely to store Content directly related to its Client's Website or its email communication needs. The Client is responsible for respecting the traffic volume, bandwidth, and storage space permitted by the hosting plan and the options to which it has subscribed.

The Client undertakes to host Websites coded according to good resource usage practices. In particular, the Client undertakes to instantiate resources and components as late as possible in its code, release resources as early as possible, open a maximum of 3 database connections per script/page, regardless of the database type, not implement any processes that make intensive use of the file system (e.g.,

Scripting.FileSystemObject, ADODB.Stream, etc.), not to multiply calls to external URLs from the server using components such as MSXML ServerXMLHTTP and WinHttp.WinHttpRequest.5.1, and to avoid endless recursive loops. The number of SQL queries executed by the Client with the same database connection within a script/page is not limited, but must be kept within reasonable limits. The Client must also ensure that the use of "Request.QueryString" URL parameters is limited, as search engines can combine them and provide any value for crawling and indexing purposes, thus causing significant overload on system resources by continuously crawling a virtually unlimited number of URLs. If necessary, Le Juste Web may request that the Client implement a straightforward blocking of abusive User Agents (e.g., BingBot or GoogleBot) on such pages. Le Juste Web may provide the Client with a sample of ASP Classic source code intended for this purpose.

The source code, data, and resources implemented by the Client on its Website are under its sole responsibility. Support for the configuration and operation of portions of the Client's Websites in programming languages other than those provided as standard in the ASP Classic platform (VBScript + JScript), in particular but not limited to ASP.NET and PHP, is provided to the Client as stipulated in the contract, and under its sole responsibility. Le Juste Web reminds the Client, who understands and accepts it, that the Services it provides are specialized on the ASP Classic platform. Le Juste Web is therefore not required to intervene on the IIS parameters contributing to the execution of portions of code other than ASP Classic, the Client having to ensure alone that the portions of code written in another language or platform work.

The Client expressly acknowledges that Le Juste Web is not involved in the design, development, implementation, or operation of its Website or its IT management and administration tools, unless otherwise explicitly stated in the Special Terms and Conditions or a service contract relating to development assignments. As such, since Le Juste Web specializes in [ASP Classic development](#), the Client may consult and involve Le Juste Web on its Website as a service provider/consultant/developer. Even in the latter case, where the Client mandates Le Juste Web, Le Juste Web's role as service provider/consultant/developer remains distinct from its hoster role, and the Client remains the sole owner and legal responsible for its Website, on the one hand, and for its proper use of the Services, on the other.

10. USE OF RESOURCES, LIMITS AND BEST PRACTICES ⚙

Le Juste Web leases its own machines, hosting servers, IP addresses, bandwidth resources, and software to support the creation and implementation of its Hosting Infrastructure, and is accountable and responsible for them to its own suppliers. Therefore, the Services offered by Le Juste Web are subject to the Client's proper and respectful use of the Services, in accordance with these Terms and Conditions.

To protect its Hosting Infrastructure and provide a satisfactory level of service to all its clients, Le Juste Web implements or may implement various monitoring, protection, cleaning, and restriction processes.

The Client is informed that it is their responsibility to ensure the safety of their source code and its performance. Certain techniques, configurations, coding paradigms, and types of algorithmic processes can lead to excessive server usage, saturation of bandwidth, RAM, or CPU, thereby impacting not only the Client's Websites, but also those of other clients located on the same shared servers. Le Juste Web

reserves the right to disable any script, page, or database access that may affect normal operations on its servers.

Le Juste Web may therefore warn the Client in the event of excessive use of RAM, CPU, or disk space resources, and in the event of overloading of the database engine(s). These warnings will be documented and will aim to give the Client the opportunity to make corrections and/or optimizations to its source code and/or programming processes in order to better respect the resources made available. In the event that access to the Services cannot be maintained due to CPU, RAM, bandwidth, or database engine overloads exceeding the hosting server's capacity caused by the Client, the Parties agree to work together to find a solution that may take the form of, for example, but not limited to, code optimizations by the Client, optimizations of the Sites and IIS Pools configurations by the Client or Le Juste Web, or consider technical and/or financial modifications to the hosting conditions of the Client's Websites, or the opportunity for the Client to migrate to a dedicated server/VPS/VM better sized for its uses. This last option may be recommended by Le Juste Web if the Client's resource consumption is such that it requires isolating the Website(s) and/or database(s) concerned.

The Client undertakes not to use the shared resources made available to it in a manner that could be detrimental to other Le Juste Web clients. The Client undertakes in particular not to use intensively and continuously the public bandwidth resources available to it as part of the Services. In such a situation, Le Juste Web reserves the right to apply limitations to the Services available to the Client, or even to temporarily suspend or permanently terminate the Services if the Client does not cooperate in finding a viable solution to reduce its impact on the shared resources made available to it.

The Client is responsible for incoming and outgoing traffic on its Website. Le Juste Web monitors traffic volumes to ensure consistent volume for Websites of similar size and activity to those of the Client. Since search engines and AI learning with aggressive crawling practices are consuming high volumes of bandwidth, they can generate thousands of requests continuously, either sporadically or over long periods, days or weeks. Such behavior is in fact similar to persistent DDoS attacks and jeopardizes the technical and economic viability of Le Juste Web's Hosting Infrastructure. Le Juste Web may notify the Client in such cases and require that filtering and/or restriction measures be implemented within 48 hours in order to protect server resources. For this purpose, Juste Web may provide the Client with examples of restriction or blocking rules that can be implemented at the ASP Classic source code level, or in the `web.config` file, or in the configuration of concurrent limits within its IIS Pool, or in the `robots.txt` and `ai.txt` files containing directives intended for certain robots. The Client, being fully aware that its hosting is located on a shared space, agrees to comply with such resource protection injunctions and to implement them as soon as possible.

The Client is specifically informed that simple directives within the `robots.txt` and `ai.txt` files are, in most cases, ineffective and insufficient against the aforementioned aggressive scraping practices, due to the tendency of robots to ignore them, including the most important ones. (ex. Bing®, Google®, Anthropic®, Meta®). The Client accepts that it must implement protective measures against abusive traffic at the source code level, the `web.config` file, or concurrent request filtering at the IIS Website level, or even, in some cases, geographic blocking or computational challenges aimed at proving the authenticity of visits. In certain cases and for certain Sites, Le Juste Web may request the implementation of a CDN to protect its Hosting Infrastructure. Finally, the Client will be offered the option of switching to a paid dedicated server to isolate its activity and free up resources on shared

servers.

11. INFRASTRUCTURE PROTECTION AND BACKUP CLAUSES ⓘ

The Hosting Services offer the Client unlimited bandwidth of the "Fair Usage" type, unless otherwise stated in the Special Terms and Conditions. The notion of "unlimited" implies that the Client undertakes to maintain normal usage and to ensure that the traffic generated by its Websites does not overload or disrupt the Services for other clients.

In the event that the Client's data traffic proves excessive (this limit is variable and at the sole discretion of Le Juste Web), a limitation or suspension of the Services is possible. The disk space provided must only be used to publish information on the Client's Websites. Any other use that excessively places strain on system resources is prohibited (for example, but not limited to: backup/backup/archiving/persistent transfer/replication).

In order to ensure system availability and avoid stability, slowness, security or overload issues, the following practices are considered to affect the integrity, performance or reliability of Le Juste Web's Hosting Infrastructure and may give rise to actions by Le Juste Web in the context of the execution of safeguard clauses aimed at protecting its Hosting Infrastructure:

- Store a total of more than 400,000 (four hundred thousand) files,
- Store more than 15,000 (fifteen thousand) files in a single subdirectory,
- Opening of more than 80 simultaneous connections all databases combined, for more than 15 (fifteen) seconds,
- Using more than 40% of the monthly bandwidth for downloading binary data files (videos, audio, images),
- Execution of processes using more than 3 (three) GHz of CPU resources or more than 16 (sixteen) GB for more than 360 (three hundred and sixty) consecutive seconds,
- Execution of processes using more than 80% of all physical resources of a hosting server for more than 180 (eighty) consecutive seconds,
- Running scheduled CRON tasks with less than 20 (twenty) seconds between the next one,
- Running scheduled CRON tasks whose execution lasts more than 900 (nine hundred) seconds,
- Execution of server-side processes and programs such as binaries, Daemon, online game servers, and IRC servers,
- Using requests other than those required for the normal operation of a website :
HEAD, GET, POST, OPTIONS, PUT,
- Store more than 50 files of more than 750 (seven hundred and fifty) MB each,
- Access databases from outside the server for purposes other than development, or backup on your own systems (maximum 3 times per day and limited to 1 (one) GB of transfer per 24-hour period for these backup tasks),
- Using the hosting space for backup purposes, whether direct or indirect,
- Enabling scripts to interact with the configuration of the Services, the Hosting Infrastructure, or the hardware,
- Giving robots unlimited access to an unreasonable number of URLs, regardless of the type of resource (asp, php, cgi, html, image, audio),
- Establish persistent connections to databases via ODBC, Veeam Backup, or any other

management/backup software,

The various monitoring, backup, and filtering systems operating on our Hosting Infrastructure may be disrupted, degraded, or blocked if the aforementioned resources are used beyond the indicated limits.

Initially, such excessive use will result in Le Juste Web sending an alert to the Client to inform them of the unreasonable use of system resources. The Client will be required to acknowledge receipt of this alert within 24 hours and indicate the actions it is taking to remedy the situation as quickly as possible. In the absence of confirmation within 48 hours, Le Juste Web reserves the right to suspend all or part of the Services with or without notice.

In cases of emergency or absolute necessity, Le Juste Web reserves the right to immediately suspend or interrupt the execution of the scripts/pages/databases/accesses or processes in question, or even suspend the entire Service without prior notice. In particular, scripts that use a significant portion of the system's resources for a prolonged period and threaten the availability or reliability of the Hosting Infrastructure are considered cases of absolute necessity. The Client is informed that this right of immediate suspension will only be used sparingly and in a measured manner by Le Juste Web if the situation requires it.

If symptoms persist, Le Juste Web may reduce capacity or even temporarily or permanently suspend the Services in order to protect the Hosting Infrastructure resources for all of its clients.

Finally, the Parties agree to discuss and find an option more suited to the Client's needs. Possible options may include, but are not limited to, adapting the hosting plan, modifying the configuration of the Site or IIS Application Pool, and ultimately, considering a hosting solution more suited to the Client's actual needs, such as setting up a dedicated server/VPS/VM. The rental, setup, and data migration costs of the Client are subject to acceptance of a detailed quote if the Client wishes to receive assistance from Le Juste Web in this operation. In the event of a dispute, the clauses set out in this Document in § "[21. DISPUTES AND COOPERATION BETWEEN THE PARTIES](#)" will apply.

Le Juste Web pays a high attention to ensure the health and safety of its Hosting Infrastructure. The Client authorizes Le Juste Web to review the content of the scripts and files constituting its source code base preventively or in the event that Le Juste Web detects problems impacting the performance, reliability, or security of the Hosting Infrastructure. Depending on the degree of urgency, Le Juste Web may perform such checks with or without informing the Client. Le Juste Web prohibits the examination of source code for any other purpose. Le Juste Web may, if necessary, ask the Client for details on the nature and precise role of certain scripts/pages.

Le Juste Web's hosting servers are equipped with licensed and up-to-date firewalls and antivirus software with virtually zero impact on performance. Therefore, the Client acknowledges and agrees that any malicious files, malware, and viruses uploaded via FTP or from forms will be deleted in real time, if necessary. It is the Client's responsibility to ensure that the source code of its Websites addresses the potential inexistence of a file to avoid 500 errors and thus guarantee a pleasant user experience for its Websites.

In the event that such files and threats are detected repeatedly, Le Juste Web may notify the Client so that appropriate security options can be considered. If the Client fails to strengthen its security

practices, Le Juste Web may suspend hosting of the Website until corrective measures are implemented. Le Juste Web's ASP Classic expertise may be requested by the Client if it wishes assistance in implementing such measures to strengthen its upload forms in accordance with any Special Conditions provided for in the contract, or upon request of an additional quote.

Le Juste Web in no way guarantees the Client that all threats and malicious files will be automatically deleted. The Client must therefore not rely on this sole layer of protection and must ensure that it creates and maintains clean and up-to-date copies of its data, such as (but not limited to): source code files, databases, emails, attachments, Client files, etc. The Client must also properly secure its upload forms by checking file names, extensions, file sizes, and "Magic Bytes" to identify the type of file.

Access to databases must only be made from the web server itself in order to serve the pages of the Client's Websites, excluding connections for development purposes. Persistent connections are prohibited (in particular, but not limited to, via an ODBC or Microsoft Access connection). MySQL/MariaDB resource consumption must comply with the shared framework of the Services and not impact the proper functioning of the database engine. Access databases are limited to a maximum size of 1 (one) GB per database, unless explicitly stated otherwise in the Special Conditions. The Client must ensure that its databases are properly architected, in particular by means of keys and indexes.

The Client undertakes to use only databases (regardless of the engine) whose data model is built according to current industry best practices and usage, and including indexes on the relevant fields of each table. It is the Client's responsibility to ensure regular maintenance of its databases, in particular to ensure their reliability and the preservation of system resources.

Regarding MySQL/MariaDB databases, the Client undertakes to execute the **OPTIMIZE TABLE** or **ANALYZE TABLE** instructions at least 4 times per year for each database.

Regarding Microsoft Access databases, the performance of which deteriorates rapidly over time due to data fragmentation, the Client undertakes to compact them regularly to ensure good performance, at least 6 times per year for each database.

Regarding Microsoft SQL Server databases, the Client undertakes to set up a "Maintenance Plan" including a refresh/rebuild of indexes using the **REBUILD** and **REORGANIZE** instructions, or to execute these instructions manually, at least 4 times per year for each database.

The Client agrees to make only limited use of the binary data storage features (e.g. images) within databases, and to limit their size. Le Juste Web may, where appropriate, warn the client in the event of database engine overload and excessive use of such features, in order to study optimization possibilities. Binary data must be stored on files rather than databases, this practice being significantly degrading for performance. In the event of obvious abuse by the Client and in the absence of any implementation of corrective actions, Le Juste Web may limit, degrade, suspend or deactivate all or part of the database features.

12. SERVICE PROVIDER OBLIGATIONS

Le Juste Web undertakes to exercise all necessary care and diligence to maintain its Hosting Infrastructure in satisfactory operating conditions, in order to provide quality Services to each Client in

accordance with current industry practices. Due to the many situations that can arise from the execution of source code from different clients, Le Juste Web is only liable for a best-efforts obligation in this regard.

Le Juste Web undertakes to provide access to the Service 24 hours a day, every day of the year, under the SLA conditions defined below. The Client understands and accepts that planned or unplanned maintenance operations may be required on Le Juste Web's infrastructure, including the installation of security updates required for this type of infrastructure.

In the event of foreseeable unavailability for a duration greater than 30 minutes, Le Juste Web will inform the Client, whenever possible, within a reasonable time by email, to allow the Client to make any necessary arrangements.

The Just Web guarantees an SLA (Service Level Agreement) of 99.59% (availability of technical infrastructure service). The Client understands that access to HTTP, HTTPS and FTP services also depends in part on the latest level of its source code and configurations, which may therefore reduce the actual SLA of the services offered by the Client to its own Clients/users.

The SLA starts 24 hours after any observation of a failure or breakdown noted by the Client and recognized by Le Juste Web.

If the Services could not be made operational for more than 3 consecutive days, compensation in the form of a commercial discount on the next payment date of a maximum of 15% of the annual or monthly amount (according to your billing frequency) will be offered on the following billing period.

The Client understands and accepts that this SLA only concerns the availability of the Services, and not the time available for technical and commercial support by email, ticket, or telephone, and that it is subject to change at the sole discretion of Le Juste Web.

Unavailability of Le Juste Web's Hosting Infrastructure or backup resulting from natural disasters, Acts of God, physical disasters (water, fire, etc.), or attacks by malicious actors are excluded from this SLA. Le Juste Web will then make its best efforts to respond to these unavailabilities in terms of quality and service restoration time, or to offer each Client the most satisfactory workaround possible within its current capabilities. The following attacks are provided as examples, but are not limited to: DDoS attacks, intrusions, ransomware, and takeovers.

If the Client's Websites are regularly targeted by DDoS attacks or attempted attacks, and no technical solution is found through collaboration between the Parties, Le Juste Web reserves the right to terminate the provision of the Services, under the financial conditions of its choosing, or to offer the Client the option of isolating its Websites on a dedicated server/VPS/VM.

Le Juste Web undertakes to ensure that its tools, software, and hardware are maintained at the highest level of quality, to respond promptly in the event of an incident, and to provide the Client with access to its website (or part thereof) in the event of Disaster Recovery.

Le Juste Web reserves the right to interrupt the Services at any time and without notice in the event of a threat or danger to the security of the platform (for example, but not limited to: hacking, intrusion, faulty updates, or system security breaches).

In the event of serious incidents or events affecting the proper functioning of the Services, Le Juste Web will endeavor to take any necessary measures it deems appropriate. These measures may take the form—without limitation and at Le Juste Web's sole discretion— of switching to replicas with identical or degraded performance, switching to other servers, migrating to other servers, or temporarily interrupting the Services, for the duration of the incident or for a longer period. The Client acknowledges and accepts that the performance of the Service may be partially degraded during this period without this giving rise to any right to repair, compensation, or reimbursement, unless Le Juste Web decides or agrees to make a goodwill gesture.

Despite all its precautions, Le Juste Web cannot be held responsible for the introduction of malware or computer viruses into the Services or the Client's hosting spaces.

Le Juste Web shall not be held liable by the Client for any damages or operating losses, including direct, indirect, and/or consequential damages, that may arise from Le Juste Web's Hosting Infrastructure or the use thereof, whether online, offline, or unavailable for any reason whatsoever. Furthermore, Le Juste Web shall not be liable for any damages claimed, including indirect damages or damages resulting from the corruption or deletion of any Website or data from any of the servers provided by Le Juste Web as part of the Services. All damages shall be limited to immediate termination of the service. The Client is responsible for making its own arrangements and maintaining its own backups as detailed in § "[15. BACKUPS AND BACKUPS](#)" of this Document.

13. CLIENT OBLIGATIONS AND RESPONSIBILITIES RELATING TO CONTENT ☺

The Client is solely responsible for the content of its Websites and, as such, acts as publisher.

Le Juste Web does not automatically or systematically monitor the Client's content. However, when Le Juste Web becomes aware of illegal or harmful content or activities, it may take any measures it deems appropriate, including, but not limited to: alerting the Client, removing information, temporarily or permanently stopping or suspending the concerned Website, database, or Service, implementing filtering software to restrict or block transmissions, denying Client access to the Service(s), disabling Services or Client access, or any other action deemed appropriate at its sole discretion.

All Services provided by Le Juste Web may only be used for lawful purposes. The transmission, storage, or public or private provision of any information, data, or material in violation of any international, national, federal, regional, or municipal law in the Client's country of residence and the country of residence of the audience of its Websites is strictly prohibited. The Client agrees to indemnify Le Juste Web against any claim resulting from the illegal use of the Services in the event of prosecution or proceedings.

The Client is a publisher and host within the meaning of Article 6-I-2 of the Law on Confidence in the Digital Economy of June 21, 2004, in that it "ensure, even free of charge, for provision to the public through online public communication services, the storage of signals, writings, images, sounds, or messages of any kind provided by recipients of these services." As the provider of the sole technical infrastructure enabling hosting by the Client, Le Juste Web only ensures the Client's access to the Services, allowing them to store the data of their choice.

Le Juste Web shall not be held responsible for the content, information, audio files, text, images, data, and formatting elements accessible on the Websites hosted on the Client's Services, transmitted or posted online by the Client, for any reason whatsoever.

The Client's Websites must comply with applicable laws and third-party rights. Therefore, the following content, or links to content of the following types, are prohibited:

- Services that compete directly with those offered by Le Juste Web,
- Promotion of any illegal activity or content that may damage Le Juste Web's servers or any other third-party server,
- Pirating software or services, promoting or making files available (e.g., MP3, DIVX, ISO),
- P2P and photo/video/image/document sharing software, as well as P2P links,
- Accessing or making available material protected by copyright within the meaning of Article L 112-2 1 and 2 of the French Intellectual Property Code (e.g., films, television shows, books, pay-per-view television, images, IPTV, etc.),
- Hateful, insulting, defamatory, racist, xenophobic, homophobic, negative, harassing, or abusive speech,
- Promotion or encouragement of suicide or self-harm,
- Incitement to discrimination or the commission of any Crime,
- Autosurf software, services, scripts, or processes,
- IP address scanning software, services, scripts, or processes,
- Investment or trading sites,
- Sale of any product without a license,
- Promotion or services for the creation of falsified administrative documents, false papers, or counterfeit banknotes,
- Sale of any product prohibited in France or in the region targeted by visitors to the Website,
- Threatening or obscene materials, images, or speech,
- Material protected by trade secrets or infringing the rights of third parties,
- Child, juvenile, or animal pornography and all related activities,
- Top sites, IRC, Bots,
- Brute force software, services, scripts, or processes,
- Spam and mass-mailing software, services, scripts, or processes, and distribution of spam/spam,
- Bank debenture software, services, or processes,
- Mining of Bitcoin and other cryptocurrencies,
- Proselytizing related to sectarian movements or considered to represent a sectarian risk to government services, or recognized as such by a court decision having the force of res judicata,
- Proxy scripts, encryption,
- Distribution of viruses, worms, Trojan horses, or other destructive activities,
- Gambling or lottery sites,
- Sites promoting illegal activities,
- Software, services, scripts, or processes that perform or enable scraping (stealing) content,
- Software, services, scripts, or processes that enable illegal or unauthorized access to other computers or networks, or facilitate attempts to penetrate systems (port scanning, stealth scanning, or other information gathering activities),
- Software, services, scripts, or processes that enable flooding, DDoS attacks, pingping, sniffing, spoofing, flooding, the implementation of electronic bombs, or denial-of-service attacks,
- Information or promotion of techniques that enable the violation of export controls and customs

duties,

- Newsgroups, classifieds or forums with content that violates these Terms and Conditions,
- Software, services, scripts, or processes that enable traffic exchange (Hitleap, Jingling, etc.)
- Black Hat SEO services or advice,
- Distribution of copyrighted content,
- Illegal or abusive use of content, including, but not limited to, fraudulent use of content, use of content in violation of third-party rights (personality rights, copyrights, patents, trademarks, or other intellectual property rights),
- Promotion or provision of software, services, scripts, or processes related to Virtual Private Network (VPN) services in locations where this is explicitly prohibited or not tolerated by local law,
- Promotion or provision of software, services, scripts, or processes that enable or offer de-blocking services intended to allow the illegal downloading or access to content normally subject to payment or subscription,
- Advertising, transmission, or provision of systems Ponzi schemes, pyramid schemes, network selling schemes, fraudulent credit cards, and hacking software,
- Other harmful activities, whether legal or illegal, that Le Juste Web considers detrimental to itself, its Partner Clients, its operations, its reputation, its goodwill, or its Client relationships.

Le Juste Web therefore expressly reserves the right to suspend, with or without notice, access to all or part of the Services in cases where all or part of the Client's Websites contain such content, without any compensation payable by the Client.

The Client is informed that Le Juste Web is required by law to inform law enforcement agencies and jurisdictions when it has or becomes aware of the presence of child pornography on its network or obscene comments/content, or when it is transmitted via its network.

The Client guarantees to Le Juste Web that it holds all intellectual property rights to all pages and data hosted on its Websites, including the rights of reproduction, representation, and distribution relating to the Internet medium, for the duration during which such content is present on its Websites. The Client understands and agrees to be solely responsible for all content and information hosted on its Websites, as well as their distribution. The Client further undertakes to display the identity of the owners or authors of the content on the web pages of its Websites and to carry out all prior requests and procedures necessary for the creation of its Websites in accordance with applicable legislation.

The Client therefore declares that it fully assumes all legal obligations and consequences arising from the provision of its services via its Websites. Le Juste Web will be covered by the Client and cannot be held liable in this regard for any reason whatsoever, including in the event of a violation of laws or regulations applicable to the Client's Services.

Adult Content: Le Juste Web must be notified if the Client wishes to provide adult content, whether images, videos, games, audio, or software. The Client's intention to do so must be indicated before or at the time of subscribing to the Services. Any failure to comply with this rule may result in the suspension or termination of the Services without notice and without refund. This type of content operates according to very specific economic models and consumes traffic, the Client will be directed by Le Juste Web towards a more suitable offer such as a dedicated server / VPS / VM.

In its capacity as publisher and host in accordance with the law, it is the Client's responsibility to take all

technical measures allowing the retention and conservation of connection logs or any data likely to allow the identification of the contributor(s) to the creation of content hosted on its Websites, in accordance with the legislation in force, and in particular decree no. 2011-219 of February 25, 2011 relating to the conservation and communication of data allowing the identification of any person having contributed to the creation of Content put online, providing for a conservation period of 12 months.

In the event of non-compliance with these provisions, Le Juste Web reserves the right to suspend the Services provided to the Client without notice and to immediately terminate said Services, without prejudice to any right to damages to which Le Juste Web may be entitled. In such cases, the Client shall not be entitled to any reimbursement from Le Juste Web.

Any attempt to harm all or part of the Hosting Infrastructure or a Le Juste Web client, or to cause harm to them, is strictly prohibited and will be immediately punished. Le Juste Web reserves the right to refuse, cancel, or suspend services, at its sole discretion, if it deems that these conditions have been violated.

14. TECHNICAL AND LEGAL STATEMENTS

The Client is solely responsible for the procedures, declarations, and authorization requests required by the laws and regulations in force concerning the implementation and operation of its Websites, particularly with regard to the legislation in force concerning the regulation of services in the audiovisual sector, the processing of personal data, and cryptology. The Client hereby releases Le Juste Web from any liability in this regard.

Consequently, the Client undertakes to personally handle any claim and/or proceedings, regardless of their form, whether civil or criminal, of any nature or purpose, that may be brought against Le Juste Web and relating to the Client's activities in connection with the provision of Services covered by this Document.

It is therefore the Client's responsibility to comply with all applicable administrative, legal, and regulatory provisions, in particular (but not limited to) the Freedom of the Press Act, intellectual property law, file or process declarations to the CNIL, cookie consent management mechanisms, the GDPR, and other applicable legislation (CCPA, COPPA, APP, PIPEDA), as well as legal reporting obligations in the event of a cyberattack or data breach.

Similarly, the Client declares that it fully accepts all legal obligations arising from its use of the Services provided by Le Juste Web, particularly with regard to the content it publishes on its Websites.

In accordance with article 6.III of the LCEN, the Client undertakes to mention the following information on its Websites:

- If the individual is a natural person: surname, first names, address, and telephone number and, if the individual is subject to registration formalities in the trade and companies register or the trades register, their registration number,
- If the individual is a legal entity, their name or business name and registered office, their telephone number and, if the individual is subject to registration formalities in the trade and companies register or the trades register, their registration number, share capital, and registered office

address,

- The name of the publication director or co-director and, where applicable, the name of the editorial manager within the meaning of Article 93-2 of Law No. 82-652 of July 29, 1982,
- The name, denomination or business name and the address and telephone number of its technical hosting company, namely :
SCALEWAY SAS BP 438 75366 PARIS CEDEX 08 FRANCE - RCS PARIS B 433 115 904 -
<https://abuse.online.net/>

15. BACKUPS AND BACKUPS

Le Juste Web is not contractually obligated by these General Terms and Conditions to perform backups of data hosted on its Infrastructure. The Client therefore undertakes to implement all backup methods it deems useful and necessary for the sustainability of its business, and to keep a copy of the data on the media of its choice. Le Juste Web shall not be held liable in any way for any loss or deterioration of data, regardless of the cause, including any cause not expressly covered by these General Terms and Conditions.

In particular, Le Juste Web shall not be held liable for system outages, network or hardware failures, or data loss. Le Juste Web shall not be held liable for any loss of revenue anticipated by the Client or its own Clients and/or users. Since some services provided by Le Juste Web are aggregated or resold from other providers, some equipment, routers, software, and programming provided by Le Juste Web are not directly owned or maintained by Le Juste Web.

Le Juste Web's infrastructure is backed up regularly, including all software, files, emails, and data. However, these backups are performed at varying granularities, infrastructure levels, and frequencies. Furthermore, they are performed using tools designed to enable restoration by Le Juste Web's teams, and not independently by the Client. These restoration processes may involve all or part of the data concerned, and may also involve varying time intervals (RTO, Recovery Time Objective).

These backup processes may encompass several technical realities, including, but not limited to: backups, replications, and cloning. These processes may be performed in full, partial, or incremental fashion, and on different physical media, located in different geographical locations, with different bandwidth speeds, and therefore have varying RTOs and RPOs.

Finally, since these backup processes are performed by fully automatic software and systems, there is no 100% guarantee that all data will be backed up, or even that the backed-up data will be fully or partially restorable. The RTO and RPO in the event of a failure to any part of the Infrastructure are therefore not guaranteed.

Therefore, although Le Juste Web implements all possible means to ensure operational and functional backups, it is unable to guarantee the restoration of any data to a specific point in time.

Furthermore, Le Juste Web cannot be held liable for any failure resulting from improper use of the Service by the Client.

Although the Services technically integrate backup solutions as described above, it is therefore the Client's responsibility to implement their own backup measures, carried out and controlled by them, and

stored on local or online storage media and spaces of their choice other than Le Juste Web's Infrastructure. Furthermore, these backup processes must not excessively monopolize the Hosting Infrastructure's resources, either in terms of load percentage or load duration. It is recommended to back up (but not limited to) databases, source code, data, files, documents, and photos added online during the lifetime of the Client's Websites.

If necessary, the Client may request Le Juste Web to perform a one-to-one file or database restoration. These operations may require additional time and cost, if applicable, and require an independent and detailed quote. The backed-up data is generally done for a short period of time, with minimal retention. As a result, each backup results in the overwriting of data from the latest backups, any restoration requested by the Client may not cover a period exceeding a few days, or even a few weeks in certain cases and for certain types of data. The availability of the data requested by the Client is not guaranteed and will be assessed on a case-by-case basis.

The Client understands and accepts that it remains solely responsible for managing the continuity of its activities, and in particular for its DRP "Disaster Recovery Plan", taking into account its own objectives and, where applicable, its service commitments to which it is legally bound or has committed to its own Clients and/or users.

16. DOMAIN NAMES AND DNS ZONES

The Client is informed that a domain name may be preferentially linked to its Hosting Services. Therefore, depending on the situation, it may be necessary to modify the previously defined domain name, or its configuration in the management panel provided (e.g., Plesk). The Client is informed that it must be the owner of the domain names in question or have obtained the consent of the owner(s) for the duration associated with the Agreement during its operation of said domain names.

Le Juste Web provides hosting services and not DNS zone management. These DNS zones are managed by the Client itself, and, unless explicitly provided for in the hosting agreement on a case-by-case basis, the operation of pointing DNS zones from the Client's domains to the hosting spaces provided by Le Juste Web is the responsibility of the Client.

Le Juste Web provides all the required parameters upon delivery of the Hosting Services to enable the Client to successfully carry out its DNS pointing operations. The Client is solely responsible for the actions carried out on its DNS zones and releases Le Juste Web from any liability for incorrect or inoperative DNS configurations resulting from improper handling on its part, as well as the consequences that may arise from this, whatever their nature.

17. EMAILS, MESSAGING, SPAM AND MASS MAILING

Le Juste Web takes particular care to safeguard the reputation of the IP addresses used on its email sending and receiving infrastructure. Failure to comply with any terms or conditions will result in the immediate deactivation or termination of the Services.

You can report any abuse or malfunction to abuse@lejusteweb.com. All complaints will be reviewed

promptly.

As part of the Services provided, the Client may use email messaging features via the POP, IMAP, SMTP, and WEBMAIL protocols. The Client may receive and send emails from the email client software of its choice, as well as from the source code of its Websites. The Client is responsible for configuring said email client software.

However, in order to protect the technical reputation of its sending infrastructure, and in particular to prevent the IP addresses of the email servers operated by Le Juste Web from being blacklisted, a maximum of 50 messages per hour and per domain limit takes place, unless otherwise stated in the Special Conditions.

The Client must ensure that it follows best practices when using the Email messaging features provided as part of the Services. In particular, it is prohibited from sending emails to more than 10 recipients in a single message (TO, CC, CCI).

In most Service offerings, email accounts are directly manageable by the Client from their management interface (e.g., Plesk). To ensure the quality and technical reputation of its sending infrastructure, Le Juste Web reserves the right to notify the Client in the event of abnormal usage, or to suspend all or part of the email services temporarily or permanently, with or without notice, depending on the urgency of the situation.

The Client is responsible for the regular management of their email inboxes. They must check their emails at a minimum every 90 (ninety) days, to avoid server congestion and the consumption of their email quota. IMAP and POP protocols are available to allow the Client to perform these checks, synchronization, and/or reception operations. If the quota is exceeded, the Client can no longer receive emails in the affected mailbox until they delete messages from it. In this case, Le Juste Web reserves the right to return messages to the sender, without obligation.

The Client is informed that no computer medium, server, or disk is immune to data loss or corruption. Therefore, the Client accepts this and undertakes to implement its own backup methods necessary for the sustainability of its business. Le Juste Web cannot be held responsible for any loss of data not backed up by the Client. The Client therefore undertakes to keep on its computers and peripherals a copy of the data transmitted, sent, and received through the messaging features provided as part of the Services.

Le Juste Web draws the Client's attention to the fact that it is recommended that it create "local folders" in its messaging software(s) in which to store its sent or received messages, regardless of the protocol used for sending (SMTP, WEBMAIL) or receiving (POP, IMAP, WEBMAIL). Le Juste Web invites the Client to pay particular attention to the IMAP protocol, in which, by default, messages appearing on the Client's computer are actually stored remotely on Le Juste Web's hosting infrastructure, and not on the Client's local device.

The Client understands that the IMAP protocol is an interaction protocol with the email server, just like WEBMAIL, and not a retrieval/download protocol. These two protocols are, in fact, much more prone to data loss or corruption than the POP protocol, thereby reinforcing the absolute necessity for the Client to manually or automatically copy (using rules in their email software) remote messages to their local folders to protect themselves against any "disappearance" of their sent or received emails.

Given the inherent risks of the Internet and data transmission over a computer network, and the multiple anti-spam filters at various levels of the sending and receiving infrastructure worldwide, both among technical service providers and end users, Le Juste Web is in no way responsible for the non-receipt of emails by recipients, nor for any direct or indirect consequences that may result.

Emails automatically identified by anti-spam filters, or manually placed by the Client in their "Spam/Junk Mail" folder, as well as those in the "Trash" folder, may be automatically deleted after 3 (three) months when using the IMAP protocol. Other folders are not subject to any automatic email deletion.

Sending electronic mail (email) through the Services provided by Le Juste Web is, in the case of normal use, manual, and not automated, limited to 50 messages sent per hour/domain. There is no limit on the number of emails the Client can receive, within the limits of the space quota allocated to each email account.

The use of any automated sending mechanism is prohibited, and the Client understands that they must subscribe to third-party email services, whose platforms are sized accordingly.

The maximum size per single email is 25 (twenty-five) MB to 40 (one hundred) MB per email received or sent, in accordance with the Special Conditions indicated to the Client.

Messages received and sent by the Client through Le Juste Web's Hosting Infrastructure are not monitored, collected, or intercepted. However, they are subject to automated verification processes lasting a few seconds. These processes are designed to detect the presence of keywords, phrases, and obvious SPAM signals, as well as the possible presence of viruses, Trojan horses, or malware. If such threats are detected in a message, it is deleted from the server, and this event is archived in activity logs on the Le Juste Web server. Since these logs are kept for only a few days, if the Client suspects an email has been lost for an erroneous reason (false positive), they must promptly contact Le Juste Web for verification. The time of the message, as well as the sender or recipient, are information that must be provided by the Client as part of such a search.

Furthermore, no marking, tagging, or modification of email content or headers is performed when sending via SMTP (regardless of the port used), either automatically or by human intervention.

The following practices are prohibited :

- Sending unsolicited emails (SPAM) to unknown recipients, regardless of the purpose or subject,
- Sending soliciting and/or prospecting emails to known recipients, but who have not explicitly requested or agreed to receive them,
- Sending emails to lists of email addresses purchased/rented outside of a strict legal framework and from recognized entities,
- Sending emails to more than 10 recipients per messagee (TO, CC, CCI),
- Forging message headers, in whole or in part, to disguise the origin of the message,
- Enumerating email addresses on third-party SMTP servers,
- Maintaining an SMTP server in "Open Relay" status,

Le Juste Web expressly reserves the right to suspend, with or without notice, access to all or part of the Services in cases where these practices are implemented by the Client, on their own initiative or without

their knowledge (e.g., automated scripting, hacking, malware, takeover, malicious software), without any compensation payable by the Client. However, a satisfactory and amicable technical solution will be systematically sought.

The Client must at all times ensure that its source code does not include intentional or unintentional mass emailing (SPAM) processes (malware).

Sending SPAM is a strictly prohibited practice and will result in the immediate and unannounced closure of the offending email account. The Client must ensure the prior consent of third parties to receive emails from them, in compliance with the provisions of the Law on Confidence in the Digital Economy of June 21, 2004 (LCEN). The Client undertakes to cover Le Juste Web on all levels, including financial, concerning any complaints or prosecutions resulting from the sending of SPAM by the Client using the Services made available.

18. CONFIDENTIALITY OF INFORMATION

The Client and Le Juste Web both acknowledge the confidential nature of the information, data, infrastructure and software processes used and operated by each of them individually, but also collectively during their interactions. Both Parties undertake to protect this Confidential Information, and prohibit themselves from collecting, exploiting and communicating all or part of the Confidential Information of the other Party, in any form whatsoever, and under any conditions whatsoever.

"Confidential Documentation" means a document or other item that contains Confidential Information.

Confidential Information means any non-public information of or about on of the Parties that (a) is marked "confidential" or "proprietary" when disclosed in written or other visible form, or is identified as confidential or proprietary at the time of oral disclosure, and (b) is received by the other Party.

Notwithstanding the foregoing, all oral communication shall be deemed to be Confidential Information unless it is specifically documented in writing by the emitting Party to the other Party that said communication is or not confidential.

Confidential information also includes, without limitation (whether in oral, electronic, graphic or written form), the (i) names of NATURES AID LTD clients and/or vendors, (ii) any advertising and marketing strategies, plans and materials, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of one of the Parties, its affiliates, subsidiaries and affiliated companies; (iii) plans for products or services, and Client or supplier lists; (iv) any scientific or technical information, storyboard, rough cut, footage, video, website design, slogan, logo, trademark, product and service idea, printed material, invention, design, process, procedure, formula, improvement, technology or method; (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (vi) any other information that should reasonably be recognized as Confidential Information of the parties hereto including the identification of the source of any Confidential Information. Confidential Information need not be novel, unique, patentable, copyrightable, or constitute a trade secret in order to be designated Confidential Information.

The following types of information, however marked, are not Confidential Information. Information that:

- Is, or becomes, publicly available through no act (or omission) of one of the Parties, or without a breach of this Agreement;
- Was lawfully already known by one of the Parties without an obligation to keep it confidential;
- Is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or
- Is independently developed without reference to any confidential information of the disclosing Party.

Parties is fully aware of the criticality of this Confidential Information for the activity of one of the Parties, and undertakes to respect confidentiality and an absolute security regarding all the information to which Le Juste Web will have access, including — but not limited to — : source codes, infrastructure, software used by one of the Parties, system configuration, business data, as well as access codes that one of the Parties will communicate to the other Party (for example VPN, RDP, FTP, CMS, Plesk, etc).

Each Party will maintain Confidential Information in confidence by taking such measures as it takes to protect its own Confidential Information of like kind, and in any event a reasonable level of care. No Party will disclose Confidential Information to any third party without express written authorization from the other Party, except that a Party may disclose Confidential Information (a) to its employees having a need to know the Confidential Information to carry out their mission and (b) to contractors that have agreed in writing to the obligations of the disclosing Party under this Agreement.

Each Party shall only use the Confidential Information to strengthen its business relationship with the other Party or to operate the Services covered by this Document.

Each Party shall return the Confidential Information and Confidential Documentation, as well as all copies thereof in its possession, to the other Party upon request.

The obligations will not apply if, but only to the extent that, Confidential Information is:

- already in possession of one of the Parties without obligation of confidentiality,
- obtained from a third party without obligation of confidentiality,
- developed independently by the other Party, or
- required to be disclosed by applicable law or governmental order, in which case the disclosing Party will, as promptly as possible and before making the disclosure, notify the other Party of its intention to make the disclosure.

These obligations will expire with respect to each item of Confidential Information and Confidential Documentation five years after the applicable Confidential Information is disclosed.

Parties formally commits to:

- Only download locally the files, codes, and resources necessary for the performance of their operations and services, and not keep any copies after the closing date of said operations,
- Only store the data downloaded and/or made available to them by the other Party on password-protected computers, secured by up-to-date, officially licensed antivirus software, as well as a regularly updated two-way firewall,
- Only authorize access to the other Party's data to those required to do so, under normal conditions

of fatigue and without the use of alcohol or psychotropic drugs of any type, or medications that induce attention or behavioral disorders,

- Never access the other Party's data or infrastructure from unsecured connections (public Wi-Fi, HotSpot, etc.), unless expressly authorized in writing by the other Party,
- Not transfer or disclose under any circumstances all or part of the data, access codes, specifications, or configurations of the other Party's system to any third party whatsoever, and whatever the current or future circumstances, free of charge or for any compensation whatsoever,
- Never use, for a permanent and unlimited period, all or part of the other Party's information for any purpose other than the proper execution of operations resulting from the use carried out using the Services made available and referred to in this Document, whether in the current legal form of each of the Parties or in any other legal form that it may adopt in the future.

Each Party may disclose Confidential Information of the other Party if required to comply with a court order or other government demand that has the force of law. The disclosing Party will only disclose the minimum extent of Confidential Information required to comply with such demand. Before doing so, the disclosing Party will, when possible, give the other Party enough prior notice to provide a reasonable chance to seek a protective order.

This Agreement begins on the date you subscribe to the Services (but shall apply to Confidential Information previously disclosed) and applies to all Confidential Information disclosed until termination of this Agreement. For clarity, Information that the Parties exchange after the termination of this Agreement will no longer be subject to this Agreement.

Le Juste Web does not intentionally monitor the data stored, processed, and exchanged by the Client on its infrastructure, unless required by law, a government authority, or when an imperative necessity so requires, such as a public safety measure. Le Juste Web may, however, monitor its infrastructure to determine whether its facilities and Services are operating satisfactorily. Le Juste Web will never sell information to other services or outside companies.

19. PRICING, BILLING AND RENEWAL

The Service rates are clearly indicated to the Client either by Quote or when confirming the Order. The renewal conditions and frequency are also clearly indicated. Unless otherwise specified in the Special Terms, the Quote, or the Order Form, the renewal frequency is the same as that of the first period paid by the Client (e.g., monthly, annually). Unless explicitly stated otherwise in the Quote, the Order, or the Special Terms, the Service is automatically renewed for successive periods of the same duration at the end of the initial subscription period.

The Service rates may vary depending on the options selected by the Client, the power and volume characteristics of the hosting chosen, the commitment period chosen by the Client, and any options requested and specified in the Special Terms indicated in the Quote.

Service rates are subject to revision at maturity and may vary depending on the global context due to geopolitical, inflationary, or commercial events, resulting in technical adjustments, either upward or downward. Le Juste Web draws the Client's attention in particular to the fact that hosting fees are subject to variations in energy costs inherent in the 24/7 power consumption of the hosting servers, as

well as the availability of electrical and electronic components such as servers, hard drives, or microprocessors (for example, but not limited to). In all cases, Le Juste Web will limit these potential upward variations within reasonable limits. In the event of a major event leading to an increase of more than 15% (fifteen) of the rate, the Client is entitled to terminate the service without penalty and automatically up to 1 (one) month after the initially scheduled renewal date. Contractual price variations, i.e. those related to the commercial relationship between the Client and Le Juste Web, as well as those related to the technical services provided, are excluded from this definition and are subject to change without notice.

The Services subscribed to are automatically renewed, unless explicitly stated otherwise in the Quote, Order, or Special Conditions. The Client may terminate the contract by registered letter with acknowledgment of receipt addressed to Le Juste Web, with proof of sending dated of at least 15 (fifteen) days before the renewal deadline. The address is : LE JUSTE WEB - CANCELLATION SERVICE - 5 RUE BASSE DE PÉVY - 51140 PROUILLY - FRANCE.

Non-payment within 15 (fifteen) days for a monthly payment, or within 1 (one) month for an annual payment automatically give Le Juste Web the possibility of suspending the Services and deleting all data stored, created and used by the Client on the Le Juste Web Hosting Infrastructure, regardless of the type of this data (for example but not limited to: content of the Websites, databases, Emails, backups).

In all cases, it is the Client's responsibility to take all necessary measures of its choice to ensure the continuity of its operations, and to ensure the conservation of said content and data on its own storage media before the termination of the Services. The Client is therefore responsible for recovering all of its data (for example, but not limited to, files, source codes of the Websites, databases, Emails, etc.) stored on Le Juste Web's Hosting Infrastructures as part of the provision of the Services before the end of these.

20. CANCELLATIONS AND REFUNDS

Services terminated for any abuse or legitimate reason mentioned in these General Terms and Conditions will not, unless explicitly stated otherwise, be eligible for any full or partial refund. The same applies to early termination of Services requested by the Client.

No discount or refund is granted for incomplete billing cycles; the Services must be terminated by the Client (if they so choose) before the next due date.

The Client may request a refund in cases where the ordered Services are not delivered within 8 calendar days from the subscription of said Services. The Client may request cancellation of their Order, free of charge, and a refund of any deposits already paid. This deadline may be superseded by another deadline stipulated in the Special Conditions applicable to the Client's Order.

The following reasons are not, unless otherwise stated or as a special commercial gesture, legitimate for refund:

- Error in the choice of Services ordered, not reported to Le Juste Web within 24 hours,
- Failure by the Client to obtain technical information on the nature of the Services or configurations

related to their wishes and needs,

- Failure by the Client to provide important information regarding specific uses they intend to make of the Services,
- Deliberately ordering Services that the Client knows will not meet their needs, whether or not Le Juste Web has been consulted in advance,
- Hasty ordering without prior consideration by the Client,
- Deliberately ordering several different Services with the aim of retaining only one while terminating the others,
- Suspension of Services by Le Juste Web for a legitimate or compelling reason explained in these Terms and Conditions, the Special Conditions, or a reason legitimately invoked and supported by Le Juste Web to the Client,
- Suspension of Services for non-payment,
- Suspension of Services for any illegal activity.

Le Juste Web reserves the right to consider, on a case-by-case basis and at its sole discretion, the terms of possible commercial gestures depending on the situation concerned and/or the reason for cancellation. The prevailing rule is that Le Juste Web will systematically seek a technically satisfactory solution for the Client before considering a possible refund.

21. DISPUTES AND COOPERATION BETWEEN THE PARTIES

In the event of a dispute, the Parties agree to use their best efforts to seek an amicable solution.

Disputes, whether related to administrative, technical, or financial matters, require the Client to provide its best efforts to collaborate with Le Juste Web in such situations. Failure to cooperate in seeking amicable solutions or implementing corrective or preventive solutions and/or measures constitutes a breach of these General Terms and Conditions.

In the event of disagreement or an irremediably persistent dispute, the Parties undertake to submit their disputes to a private conciliator of their choice, or a conciliator governed by French law, before seeking a third-instance settlement in the French courts. In the event that said courts declare themselves incompetent to resolve the dispute, the Parties shall be automatically free to terminate the contract for the provision of the Services referred to in these Terms and Conditions.

At any time during their dispute, the Parties retain the right to cease any litigation or proceedings and to enter into an amicable agreement to terminate the contract between them for the provision of the Services referred to in these Terms and Conditions, and to terminate their collaboration under terms subsequently defined and validated by each Party.

The Client undertakes to indemnify Le Juste Web against any legal action, attack, or dispute to which it may be subject as a result of the Client's actions and use of the Services provided by Le Juste Web. Thus, in the event that the Client's breaches result in a loss for Le Juste Web, or a claim or legal action against Le Juste Web by a third party or institution, the Client shall be liable. This liability includes any attorneys' fees and costs.

The Client being solely responsible for the content presented on its Websites, it also undertakes to

ensure, at its own expense, the defense of Le Juste Web in the event that the latter is subject to an action for claim relating to the data, information and/or messages that it distributes on behalf of the Client, and to assume responsibility for the compensation due in compensation for any damage(s) suffered, provided that it has complete freedom to compromise and conduct the procedure.

22. JURISDICTION AND APPLICABLE LAW

In the event of a dispute with a Client not considered a consumer within the meaning of the Consumer Code, express and exclusive jurisdiction is granted to the Commercial Court of Reims (51100 France), notwithstanding plurality of defendants or third-party claims, including for emergency or interim measures or interim measures.

The Client agrees to comply with French and international laws in force throughout the term of the contract and its use of the Services provided by Le Juste Web. This contract is governed by French law. This applies to both substantive and formal rules, excluding, on the one hand, the conflict rules provided for by French law, and on the other hand, the provisions of French law that would be contrary to this Contract. Any dispute relating to this contract, its conclusion, its execution or its termination is subject to French law.

23. REVIEW

These Terms were revised on, and are effective as of **Friday, May 2, 2025**, replacing any previously existing version.

The current version of these Terms is available for download at any time [in PDF format](#).