

MEMBERSHIP CONDITIONS EACC SW

ARTICLE 1 – PURPOSE

The present Membership Conditions apply to any person or company (the « Member ») having notified its decision to become a member of EACC SW by the signature of a membership form and the payment of the corresponding membership fee.

ARTICLE 2 – MEMBERSHIP

Membership will be valid provided a membership form has been signed and the membership fee corresponding to the Member's category has been paid. The Member will then benefit, depending on its category, from part or all of EACC SW services, within the limits and conditions of each service, and in the conditions provided in the General Conditions of Services (hereafter « GCS »).

ARTICLE 3 – MEMBERSHIP DURATION

Each membership will be valid for a period of twelve (12) months starting from the date of receipt of the payment of the membership fee.

ARTICLE 4 – RENEWAL - TERMINATION

The Member shall be able to renew his membership on each anniversary date for another period of twelve (12) months, by proceeding to the payment of the membership fee corresponding to his category. The Member shall be able to terminate its membership at any time by sending a letter with acknowledgement of receipt to the President of EACC SW. The current membership fee and the past years membership fees will still be due in case of termination.

ARTICLE 5 – MEMBERSHIP FEE

The amount of each membership fee is the one corresponding to the category to which the Member belongs on the date of payment of the fee. The amount of the membership fee for each category will be communicated upon request and may be annually reviewed by the EACC SW Executive Committee.

ARTICLE 6 – PROVISION OF SERVICES BY EACC SW

Any service provided by EACC SW to a Member will be subject to the General Conditions of Services (hereafter the « GCS »), which apply to all services provided by EACC SW, whether for free or not. The Member hereby declares having read and understood the General Conditions of Services, and accepting them without reserve.

ARTICLE 8 – LIABILITY DISCLAIMER

The Member is informed that EACC SW shall not be held liable of services provided by third parties, in France or abroad, whether in the frame of EACC SW services or by its intermediary. The Member thus waives all recourse against EACC SW for any dispute arising against a third party for services provided, for whatever reason.

ARTICLE 8 –DECLARATIONS

The Member is informed that any false declaration may cause its radiation as member of EACC SW, without reimbursement of its membership fee.

ARTICLE 9 - CONFIDENTIALITY

EACC SW undertakes to respect the confidentiality of all data, contacts and information communicated by its Members.

EACC SW undertakes to treat as strictly confidential all information regarding the Member, whether oral or in writing, which it shall have access to, during the whole membership duration and thereafter, as long as such information has not become public.

ARTICLE 10 – DATA PROTECTION

EACC SW shall be able to collect personal information and data regarding its Members. This collection is necessary for the management of memberships and for the improvement of the services provided as well as the information communicated. As per French law n°78-17 of January 6, 1978, as amended by French law n°2004-801 of August 6, 2004, the Member has a right of access, modification and opposition regarding its personal information and data, by e-mail sent to EACC SW.

GENERAL CONDITIONS OF SERVICES EACC SW

ARTICLE 1 – PURPOSE

1.1. The present General Conditions of Services (hereafter « GCS ») apply to all services provided by EACC SW to its clients (the « Client »), whether for free or not, whether the clients are members of EACC SW or not.

1.2. Any service provided by EACC SW shall be formalized by an initial offer of service detailing the Specific Conditions of Services (hereafter « SCS »), i.e. : nature and duration of the service, price and terms of payment. In case of contradiction between the GCS and the SCS of the service provided to the Client, the SCS shall prevail.

1.3. The present contract is made upon signature by the Client of the initial offer of service and corresponding SCS. In case of additional services, the price and delays shall be specified in a new offer of service.

1.4. The acceptance of the present General Conditions by the Client is an essential condition to EACC SW's obligations. Thus any commencement of services by EACC SW implies the acceptance of these General Conditions by the Client, notwithstanding any contrary provision that may stand in the Client's e-mails, mails, fax, and more generally in any of its documents, with the exception of specific conditions agreed in writing between EACC SW and the client. Unless otherwise stipulated, specific conditions accepted for additional services shall not apply to the initial order of service.

1.5. The agreement between EACC SW and the Client is ruled by the present GCS and the SCS signed by the Client for each service, which shall prevail on any contrary provision contained in the Client's purchase orders or general conditions.

ARTICLE 2 – OFFER OF SERVICE - PRICE

2.1. Prices are mentioned without tax. EACC SW shall invoice the applicable VAT.

2.2. Unless stipulated otherwise, EACC SW's offer of service is only valid during a period of three (3) months following its date of issue.

2.3. All offers of services are issued according to the economic, tax and customs conditions applying on the date of issue of the offer. The offer may be reviewed by EACC SW if such conditions change.

2.4. All offers are made for provision of services on a continuous basis, during the week and business hours. Should the services be provided outside this time frame for a reason not due to EACC SW, additional costs may be invoiced consequently to the Client.

ARTICLE 3 – ORDER OF SERVICE

EACC SW may refuse any order of service with 48 hours of its receipt, for whatever reason.

Once signed by the Client, an offer of service may not be cancelled without EACC SW's written approval. EACC SW shall have a right to seek for compensation of its damages.

ARTICLE 4 – AGENDA FOR PERFORMING SERVICES

4.1. The agenda for performing services is detailed in the SCS of each offer of service. In the absence of such information in the SCS, the provision of services shall start from the date of payment of the price either in full or in part, as per the terms of payment provided for in the SCS, or from the date of provision by the Client of all documents requested by EACC SW for the provision of services, whichever is the latest.

4.2. If the time for providing the services was delayed beyond the deadlines provided for in the SCS, due to the Client, EACC SW shall be able to review the price accordingly.

ARTICLE 5 - CLAIMS

The Client's claims regarding the quality of the services provided by EACC SW must be notified with a maximum of 30 (thirty) days from the end of the services, by letter with acknowledgment of receipt.

ARTICLE 6 – TERMS OF PAYMENT

6.1. Unless stipulated otherwise between the Parties or in the SCS, payments shall be made net by check or wire transfer and are payable to EACC SW on the date of the invoice, even if a claim has been made regarding the services provided.

6.2. If specific delays of payment have been accepted in writing by EACC SW, payments shall be made as per the new agenda agreed. Should this new agenda not be respected by the Client, payment will become immediately due.

ARTICLE 7 – LIABILITY – LIMITATION – DISCLAIMER

7.1. EACC SW shall not be liable for services provided by third parties, in France or abroad, whether these services are provided in the frame of EACC SW services or through EACC SW. The Client thus waives its right to any claim against EACC SW, for whatever reason, in any dispute arising with a third party.

7.2. EACC SW shall not be held liable for more than the amount paid for the services for which a claim is made.

7.3. The guarantee regarding the services provided does not cover errors or breach resulting from information provided by the Client, or retained by him, nor does it cover incidents resulting from fortuitous events, force majeure or any other cause which EACC SW could not reasonably foresee or which it could not prevent the effects from.

ARTICLE 8 - CONFIDENTIALITY

Both Parties undertake to respect the confidentiality of all data, contacts and information communicated by the other Party in the frame of the provision of services by EACC SW.

Each Party shall thus treat as strictly confidential, during the provision of services by EACC SW and thereafter, all information, oral or in writing, regarding the other Party, as long as such information has not become public.

ARTICLE 9 – INTELLECTUAL PROPERTY

EACC SW owns all intellectual property rights on its website and on all documentation used for the delivery of its services. The Client thus undertakes not to communicate to any third party any documentation provided by EACC SW, without its prior and written approval.

ARTICLE 10 - WAIVER

The fact for EACC SW not to apply, whether partially or in whole, one or more times, one or more provisions of the current GCS, or SCS of the corresponding offer of services, does not imply that EACC SW waives its right to such provision(s).

ARTICLE 11 - MODIFICATIONS

EACC SW shall have the right to amend the present GCS, as well as its prices, at any time. Such modification shall automatically enter into force 30 (thirty) days after its publication.

In the event one or more provisions of the current GCS became void or impossible to apply, all other provisions shall remain valid. The provisions concerned shall be replaced by a new provision in compliance with the Parties' initial intent.

ARTICLE 12 - APPLICABLE LAW AND JURISDICTION

The present GCS are subject to French law.

In the event of any dispute in relation to these GCS, the Parties declare and agree that the Courts of Toulouse (France) shall have exclusive jurisdiction.

The present provision of exclusive jurisdiction shall apply broadly to any dispute, whether prior or after the contract, or for any urgent or precautionary measures, even in the event of plurality of defenders.

ARTICLE 13 – LANGUAGE

These GCS exist both in French and in English. In case of contradiction between both versions, the French version shall prevail.