

TERMS AND CONDITIONS OF USE BY PUBLISHERS OF THE SERVICE OFFERED BY YOOWALK

Yoowalk.com is published by Yoowalk (referred to hereafter as "**Yoowalk**"), a company with a capital of €274,996, registered on the Paris Register of Trade and Companies under number 492 537 840, the registered office of which is situated at 11 bis, rue Balzac, Paris (75008). The publication director for the Site is Mr. Xavier MARVALDI.

The Site is hosted by OVH, 140 quai du Sartel, Roubaix (59100).

I. PURPOSE AND DESCRIPTION OF THE SERVICE

The Site offers users and customers the chance to share a new web experience, using three dimensional modelling (3D) of websites that already exist or have been specifically created (referred to hereafter as the "**Walksite(s)**"). The Site is a crossroads between browsing the internet, virtual worlds and networks, by enabling all users to interact with their environment, whether in terms of content that can be accessed in 3D or other users, via a discussion interface.

The Terms and Conditions of Use by Publishers of the Service offered by Yoowalk (referred to hereafter as the "**Publisher General Conditions**") govern the relations between Yoowalk and any person (hereafter the "**Publisher(s)**") wishing to make pre-existing or specifically created content accessible to users via the Publisher's Walksite (referred to hereafter as the "**Content**").

Yoowalk offers Publishers development and hosting services for a dedicated area where they can promote their Content and make it accessible (hereafter the "**Service**") and from which, if appropriate, they can redirect users to their own sites which are separate from the Yoowalk Site (hereafter the "**Publisher's Site(s)**").

II. THE PUBLISHER'S WALKSITE

1. HOSTING

Yoowalk will make available to Publishers a virtual world that uses web technology (html code, rss flow, etc.) retrieved from a technological and graphical set developed by Yoowalk, enabling publishers that comply with the Publisher General Conditions to make their Content available to users on their Walksite.

The hosting of certain information and Content on the Walksites created via the Site may be sub-contracted to a hosting service provider.

Yoowalk reserves the right, simply by notifying a Publisher, to block access to content created by users and hosted by Yoowalk which defames, insults or damages the honour or the reputation of a Publisher, its representatives or members in general, and may promptly withdraw any illegal or offensive content, in accordance with the intellectual property rights of Publishers or third parties or so as to respect human dignity and may stop any illegal activity carried out via the Site as soon as Yoowalk becomes aware of it further to notice via a legal decision that has become enforceable or, if the content or the activity in question appears to be clearly unlawful following notice sent to Yoowalk by a third party, in accordance with the provisions of article 6.5 of law 2004-575 dated 21 June 2004 on confidence in the digital economy.

Content that may be hosted by Yoowalk includes:

- hypertext links that redirect a flow of data from Publishers' Sites to users of the Site that access the Publisher's Walksite(s),
- data flows from Publishers' Sites made accessible via the Publisher's Walksite, and/or,
- Content specifically hosted by Yoowalk at the request of the Publisher on the Publisher's Walksite(s).

2. AVAILABILITY OF ADAPTATION TOOLS

To enable the Publisher to adapt its Content to Yoowalk's 3D world and to the Publisher's Walksite, Yoowalk will make suitable technical tools available to the Publisher (the Tool). The Tool is available to the Publisher at no additional cost. The Publisher is solely responsible for adapting its Content to the Yoowalk platform. Technical support may be given to the Publisher where necessary, as specifically agreed between Yoowalk and the Publisher.

3. AVAILABILITY OF SPACE FOR THE WALKSITE

The Site is set up in the form of themed virtual villages made up of virtual streets.

The Publisher determines the village(s) and the streets(s) associated with its Walksite (hereafter the "**Area**"), in accordance with the Publisher General Conditions and the editorial policy for the service on the Publisher's Site. If the Publisher fails to make a selection in accordance with the Publisher General Conditions or the editorial policy on the Publisher's Site, without Yoowalk's specific agreement, Yoowalk reserves the right to allocate one or more Areas to the Publisher's Walksites. In the event of a disagreement between Yoowalk and the Publisher in relation to the Area selected, the Publisher may ask Yoowalk to change the Area and, where applicable in view of information provided by the Publisher, Yoowalk may decide to move the Walksite to one or more other Areas.

Once the Area has been selected and validated by Yoowalk, the Publisher will select a free space for its Walksite from amongst those indicated by the Tool.

The Publisher expressly acknowledges that it does not have any commercial property rights to its space. Yoowalk will solely decide, where applicable, whether to move a Walksite to another location. The Publisher expressly acknowledges that such a transfer shall not be the cause of any prejudice to it.

4. MAINTENANCE OF THE SITE

In order to provide Publishers and users with the best possible service, Yoowalk will make every effort to maintain the Site and the technical hosting servers, in accordance with the conditions referred to in article "VII. Termination and Duration". Where possible, Yoowalk undertakes to warn Publishers of any anticipated maintenance operations due to be carried out on the Site.

III. PUBLISHER'S OBLIGATION

1. IDENTIFICATION OF THE PUBLISHER

The Publisher has the capacity of publisher of the on-line Content and services that may be accessed via the Publisher's Walksite, within the meaning of article 6.III.1 of law 2004-575 dated 21 June 2004 on Confidence in the Digital Economy. When it registers and in the event of any change at any time, it is responsible for providing Yoowalk with the information required by any laws in force, enabling it to be directly identified by Yoowalk via its Walksite or via a section of the Publisher's Site that is constantly accessible and up-to-date,

providing accurate and complete information for identification purposes as required by the laws cited above, with which the Publisher is responsible for compliance.

2. NATURE OF THE CONTENT

The Publisher acknowledges that it is solely liable for ensuring that the Content that it publishes on its Walksite or that it makes directly or indirectly accessible via its Walksite, particularly with regard to the Publisher's Site that can be accessed via its Walksite, complies with all laws and regulations in force, morality, the intellectual property of Yoowalk or third parties and human dignity, and in particular:

- does not make any content that is harmful, threatening, abusive, that qualifies as harassment, or that is vulgar, obscene, that threatens the privacy of a third party, that incites hatred, is racist, anti-Semitic, xenophobic, revisionist, insulting, defamatory, slanderous, that infringe the privacy of third parties or are otherwise wrongful;
- does not intentionally injure a person or their reputation, by circulating photograph or video insets that have not been identified as such;
- does not circulate any images or representations of a minor or of a person having the appearance of a minor of a pornographic nature;
- does not endanger any minors, particularly through the production, transport, or distribution of violent or pornographic messages, the nature of which may seriously disrespect human dignity;
- does not apologise for war crimes or crimes against humanity,
- does not provoke suicide; does not encourage the any offence, does not encourage the use of drugs or prohibited substances, does not incite others to commit an attack, does not incite discrimination, hatred or violence as a result of belonging or of not belonging, either in reality or allegedly, to an ethnic group, a nation, a race, a religion or a determined community, or as a result of gender, family situation, physical appearance, family name, state of health, disability, genetic make-up, morality, sexual orientation, age, political opinions or union activities;
- does not circulate any false news or rumours;
- does not infringe any authority of law, legal proceedings or the presumption of innocence;
- does not circulate, without authorisation, any surveys or voting simulations in relation to an election or a referendum;
- does not send any message that demonstrates or incites cruelty towards animals;
- does not send any message the content of which should not be circulated in particular as a result of a legislative measure or a legal act (particularly internal, privileged, confidential, learned or disclosed information within the scope of an employment contract or a confidentiality agreement without this list being exhaustive);
- does not send, store or propose any message the content of which infringes any patent, registered trademark, registered drawing or model, manufacturing secret, intellectual property right or any other property right that belongs to a third party;
- does not include any subliminal message;
- does not send any message that contains computer viruses or any other code, file or programme that is designed to disrupt, destroy or limit the functionality of any software, computer, information system or telecommunications tool without this list being exhaustive;
- does not send any message that encourages or enables any act of computer piracy or workaround of any technical protective mechanisms ("crack") or information/notes relating to intellectual property rights;

- does not make any statement that may prejudice YOOWALK or its directors, employees, suppliers, customers, shareholders and/or partners;
- does not damage YOOWALK's image or reputation in any way, or that of its directors, employees, suppliers, customers, shareholders and/or partners;
- and does not disrupt public order or morality in any way.

3. SECURITY OF USERNAMES

When the Publisher registers for the Service, Yoowalk will send the Publisher a username and password which will be used to log on to the Site interface and will enable the Publisher to design and publish its Walksite which is hosted on the Site. The Publisher is responsible for keeping its username and password confidential.

Yoowalk is not liable in the event of a Publisher losing its username and/or password and, unless the Publisher has regularly notified Yoowalk of a prior objection, shall not be liable for the consequences of use by an unauthorised party of a username and/or password or for any other security failure relating to the use of the Service caused as a result of the Publisher not ensuring the confidentiality of its username and password.

IV. INTELLECTUAL PROPERTY

1. USE OF THE PUBLISHER'S DISTINGUISHING MARKS

- The Publisher grants Yoowalk a non-exclusive licence to use its trademarks, drawings and models free of charge, for the sole purposes of the Service, to be able to identify it on the Site (hereafter the "**Distinguishing Marks**").
- This licence is granted worldwide for the duration of the Subscription.
- This licence also provides authorisation to use the Distinguishing Marks for the purpose of identifying the Publisher to users, including but not restricted to the content created by users wishing to promote or to refer to the Publisher through the Site.

2. OTHER RIGHTS

The Publisher guarantees that it holds the intellectual property rights to the Distinguishing Marks granted as a licence in Article 4.1 above as well as to all the Content that it makes accessible to users via its Walksite and, consequently, the Publisher's Site(s).

Access to the Service will not grant the Publisher any privilege to information on the Site that is protected by intellectual property rights, in particular, without this being an exhaustive list, photographs, trademarks, images, drawings, animations, text (referred to hereafter as the "**Information**"). Yoowalk or its respective successors will be the sole owner of the Information. As a result, the Publisher is prohibited from using the Information outside the Service, without prior written agreement from Yoowalk or its respective successors, and in particular is prohibited from copying, reproducing, representing, changing, translating, creating derived products, distributing or otherwise using the Information in any way that does not comply with the purpose of the Service.

V. GUARANTEES AND LIABILITY

1. Given the technical uncertainties that are particular to the internet network, Yoowalk is not able to guarantee the continuous operation of the Service. Yoowalk may not be held liable as a result of any unavailability, suspension, or malfunctioning of the Service, particularly in the event of the Site's maintenance, under Article 2.4 above.
2. Subject to conditions provided for by law, Yoowalk's liability towards the Publisher is solely limited to damage that is suffered by the Publisher directly. Yoowalk will not, under any circumstances, be liable for any loss or indirect damage resulting from the use of the Service, such as, in particular, the loss of turnover or expected profit, brand reputation, customers, IT equipment or software or loss of earnings. The Publisher acknowledges that it is responsible for ensuring that the configuration of its computer hardware is suitable for the specifications of the Service.
3. With regard to the Publisher and third parties, Yoowalk's liability may only be incurred in the event of negligence in performance of its undertakings under this agreement. In any case, Yoowalk's liability may only be incurred in the event of negligence on its part that has definitively been established by the Courts and is not related to the Content of a Walksite made accessible by the Publisher or via its Walksite or on the Publisher's Site which can be accessed via its Walksite. In any case, Yoowalk's liability may not exceed the amount received for the Subscription period during which the damage occurred.
4. The Publisher guarantees Yoowalk against any conviction that may be pronounced as a result of a breach by the Publisher, its Content or Distinguishing Marks or breach by the content that is accessible via the Publisher's Site and/or non-compliance with the Publisher General Conditions and the User General Conditions in the event that the Publisher is also a User.
5. Yoowalk, as the hosting provider of the content made available on line by the Publisher and users shall not incur any liability in its capacity as producer or editor of such content. In particular, Yoowalk refuses to accept any liability for any hypertext links that have been posted or maintained by the Publisher or by users, for any content on sites that are referred to by such links, nor for the legality of such. The presence of a link to a third party site on the Publisher's Site does not, under any circumstances, imply Yoowalk's approval of the Publisher's Walksite, the third party site or its content.

VI. CONFIDENTIALITY

1. Yoowalk and the Publisher will ensure the confidentiality of any non-public information in relation to the use of the Service or any negotiations prior to Subscription, and in general, any information which, as a result of its nature, may reasonably be considered to be confidential within the scope of the performance of this agreement (referred to hereafter as the "**Confidential Information**"). Confidential Information may not be communicated to any third parties without the prior written agreement of the party having originally disclosed it (hereafter the "**Issuing Party**").
2. The confidentiality obligation in this Article applies for the entire Subscription period and will continue for 3 years following the termination of the Service, irrespective of the reason for such termination.

3. The provisions in this article will not apply in the event that any Confidential Information is required to be communicated by law or by any regulations in force or by a legal decision. Nevertheless, each party will inform the Issuing Party prior to any disclosure, so that it may take any available action to preserve the confidentiality of the Confidential Information.

VII. TERMINATION AND DURATION

1. The registration of a Publisher on the Site is subject to acceptance of these Publisher General Conditions. Any Publisher may register on the Site by sending a request via the 'Create publisher account' form available on the Site.

2. The Publisher's registration is then confirmed in an email sent by Yoowalk which enables the Publisher to confirm its registration to Yoowalk. The date on which this confirmation email reaches Yoowalk shall constitute the date on which the subscription to the Service becomes effective (hereafter the "**Subscription**").

3. Yoowalk may modify the content of the Service and these Publisher General Conditions at its discretion. The Publisher is responsible for reading the latest version of these Publisher General Conditions available on line via the Service; such conditions are effective between the parties as from the date on which they are made available on-line and for an unspecified duration or until the Publisher or Yoowalk terminates the Service by notifying the other party in accordance with Article 8.1 of this agreement below.

4. Yoowalk.com is currently under construction and is subject to changes intended to improve ergonomics and to facilitate access to the Site (hereafter the "**Beta Period**"). The service is provided as is. By validating the Publisher General Conditions of the Service proposed by Yoowalk during the Beta Period, Publishers acknowledge that Yoowalk's services are offered free of charge as they stand for test purposes.

5. Yoowalk and the Publisher are free to terminate the Subscription at any time by notifying the other party in writing in the form of an email.

6. Either party is automatically entitled to immediately terminate the Publisher's Subscription in the event of a serious breach of the obligations fixed by the Publisher General Conditions, by notifying the defaulting party of such termination.

7. When the agreement expires, the Publisher's Content and Distinguishing Marks hosted on Yoowalk will be deleted. The Publisher is responsible for regularly making a copy in a format that enables it to use the information other than on its Walksite, excluding any Information that belongs to Yoowalk, to the Service or to a third party.

8. These conditions of user were last updated on November 1st, 2008, and replace the conditions that were previously on the Site.

VIII.MISCELLANEOUS PROVISIONS

1. PROOF

The computerised registers (hereafter the "**Logs**") kept by Yoowalk's information systems in accordance with strict security regulations are considered to be proof of any communication and agreements that have taken place between the parties and with third parties, such as users, unless proved otherwise.

The evidential value of these Logs may not be challenged simply due to their electronic nature.

2. PARTIAL INVALIDITY

If any of the provisions in this agreement are declared illegal, void or inapplicable, such declaration shall in no way affect the validity or the enforceability of the other provisions in this agreement.

3. NON WAIVER

The failure by one of the parties to exercise any one of its rights under these Publisher General Conditions or the delay in exercising such a right shall not constitute any waiver. Any right created by these Publisher General Conditions may only be waived by explicit notification of such waiver in writing.

4. BUSINESS REFERENCE

Yoowalk may use the Publisher's name as a business reference and include its name in any marketing and/or technical media.

The parties hereby agree that Yoowalk may mention the Publisher on space on Yoowalk other than the space dedicated to the Publisher, either as a reference, or as a contextual display depending on the information on Yoowalk that is visited by users.

5. NOTICE

Any information that must be sent and/or notified by post and/or by email, will be validly delivered to the Publisher at the postal addresses and/or email address given at the time of registration for the Service.

Any notice given to Yoowalk by post should be sent to 28, rue Frémicourt, Paris (75015), France. Notice by email should be sent to publisher@yoowalk.com [via the "Publisher" contact form available on the Site].

Either party must inform the other party immediately of any change of address, by writing to said party's address, as stipulated above.

6. APPLICABLE LAW AND AWARD OF JURISDICTION

These Terms and Conditions of Use are governed by French Law.

In the event of a dispute, if an amicable solution cannot be found, jurisdiction is expressly awarded to the Paris Court of Appeal.