

GENERAL CONDITIONS OF SALE " PAY PER CLICK "

PREVIOUS REPORT

The Referencement.com company is owner of the site Internet www.Hitfizz.com by the intermediary of which it distributes referencing / positioning by the sale of a number of click on the bonds of Internet sites of advertisers following a research on the engines of research.

This type of referencing distributed by Referencement.com is provided by its partners:

- | | |
|-------------------|-------------|
| - OUVERTURE | - INKTOMI |
| - ESPOTTING MEDIA | - FAST |
| - GOOGLE | - ALTAVISTA |

The customer is an advertiser which wishes to call upon Referencement.com to set up a referencing campaign of its site, according to URL'S indicated in his order, by obtaining a certain number of click on the bonds of its site for a given period.

At the time of his connection on the site www.Hitfizz.com, the customer indicated to Referencement.com on the page entitled "ORDER": the URL, the number of click, the period, the territories concerned and the budget of the campaign, the validation of these datas by the customer cause the ordering of the provision of services and the approval of these general conditions of sale.

ARTICLE 1. OBJECT

The present general conditions of sale have as an object matter to define the conditions under which Referencement.com sets up at the profit of the customer, for one or more URL, **a publicity campaign by the advertising purchase of space on the tools of research on Internet, called campaign "PAY PER CLICK", pursuant to the law on January 29, 1993, said SAPIN law .**

ARTICLE 2 - FORMATION OF THE CONTRACT

The order will be regarded as being accepted by Referencement.com, and the contract formed, after transmission to the customer of an e-mail of confirmation from Referencement.com containing the mentions indicated higher as well as the amount of the budget of the campaign, **this e-mail will constitute the particular conditions of the contract.** The campaign will begin as of reception from this e-mail by customer.

Referencement.com reserves the right to modify the amount of the budget, if the market is such, that the cost price of the click does not allow to place the Internet site in sufficient position on the engines of research to reach the number of click wished by the customer.

Referencement.com will transmit then a counterproposal to the customer by e-mail. **The counterproposal of Referencement.com, if it is accepted by the customer, it will form the particular conditions of the contract.** The campaign will begin as of reception from the agreement, written from the customer on the new budget, by Referencement.com and which will indicate the beginning of the contract.

ARTICLE 3 - MANDATE

The acceptance of the particular conditions of the contract by the customer is carried out either at the time of the validation of the data on the site www.Hitfizz.com, in the absence of counterproposal of Referencement.com, or at the time of the agreement of the customer on the new budget suggested by Referencement.com.

By his acceptance of the particular conditions, in accordance with the law of January 29, 1993, the customer requests Referencement.com to carry out on its behalf near its partners the purchase of sponsored bonds, the control of the invoices of the supports and their payment in order to obtain the wished number of click.

This mandate is revocable constantly, the supports will be informed of any modification or cancellation of the mandate.

ARTICLE 4 - REFERENCEMENT.COM'S OBLIGATION

Referencement.com will buy the clicks near its partners but also near other suppliers in order to answer the budget of the customer or the new budget suggested by Referencement.com and accepted by the customer. In order to anticipate on the creation of new tools of research, Referencement.com reserves the right to call upon other tools of research than those currently belonging to its partners, without authorization of the customer and without it being able to be opposed to it.

It is expressly agreed that the obligation of Referencement.com is a mean obligation.

ARTICLE 5 - CUSTOMER'S OBLIGATION

The customer commit itself not to transmitting via its site internet, aimed to the URL under the particular conditions, object of the advertising and by the means of bonds all given contrary to the laws and the regulations, the law and order and morality and the rights of the thirds or all date obtained illegally.

Referencement.com reserves the right to refuse the publicity campaign on this base.

The customer commit itself to observe the general conditions of sales of the partners of Referencement.com, and in particular the refusal of key words contrary to the laws and the regulations, the law and order and morality and the rights of the thirds.

The customer commit itself not to dispute the Referencement.com's method of calculation of number of visitors as well as reality of visitors.

The customer commit itself to respect the recommendations of the "Bureau de vérification de la publicité – BVP".

ARTICLE 6 – KEY WORDS

At the time of its connection on the site www.Hitfizz.com, the customer chose the key words of the referencing campaign.

Referencement.com reserves the right to propose new key words more relevant and necessary to reach the number of clicks wished by the customer.

ARTICLE 7 - LIMITATION OF RESPONSIBILITY

The responsibility for Referencement.com could not be required within the framework of injury caused with thirds by the customer because of use, by it, of the Referencement.com's services.

The statistics resulting from the advertising will be preserved for six months, beyond that, they will be destroyed, the customer expressly declares to be informed of this time of destruction, and commit itself not to seek the responsibility for Referencement.com on this base.

Generally, some is rising damage undergone by the customer whose fault of Referencement.com would be in the beginning, it is expressly agreed that Referencement.com will be only held to pay to the customer a sum reached a maximum with once and half the amount of the budget, as a compensation for all damage, including commercial.

ARTICLE 8 - PRICE

The price of the campaign is the price of the click established according to the budget indicated in the particular conditions of the contract.

The payment is carried out in two equal payments:

- a first payment a the time of the ordering of the campaign, materialized by the validation of the data of the customer on the site www.Hitfizz.com, the invoice will be transmitted by Referencement.com, as of reception of the payment.
- a second payment as of reception of the second invoice by the customer, established by Referencement.com at the half of the duration of the campaign.

The means of payments likely to be used by the customers are the following:

- by bank card live the site internet www.Hitfizz.com,
- by bank check
- by credit transfer by transmitting a R.I.B to Referencement.com.

Any delay of payment will cause automatically the payment by the customer of a penalty calculated on the amount of the naps remaining due of an interest rate equal to once and half the legal interest rate.

ARTICLE 9 - PERSONAL DATA PROTECTION

For the payments by bank card on the site internet www.Hitfizz.com, the customer is informed that the co-ordinates are directly transmitted to the bank of Referencement.com via an interface made safe with the protocol of encoding SSL.

Referencement.com is never in possession of the number of the customer's bank card.

The means and the services of cryptology used to make safe the transactions were the object according to cases' of a declaration or an authorization pursuant to the legislation in force.

In accordance with the law relating to data processing, with the files and freedoms on January 6, 1978, the customer has an access right to personal information relating to him and will be able to ask of its modification, correction or for suppression.

ARTICLE 10 - DURATION - RENEWAL

This contract will take effect at time of the validation of the data of the customer on the site www.Hitfizz.com.

It is authorized and accepted for all the duration of the campaign aimed in the document annexed to the present.

With the expiry of this period, this contract will end full without it being able to be the subject of a tacit renewal.

Considering the fast trend of the price of the click, any renewal will require a new connection by the customer on the site www.Hitfizz.com and the conclusion of a new contract.

ARTICLE 11 - CANCELLATION

Referencement.com reserves the right to terminate the contract in the event of non-performance by the customer of the one of the obligations aimed to article 5 and in the event of non-payment of the price according to conditions' aimed to article 8.

The contract will be automatically terminated within 8 days as from the notification by registered letter, with reception accused, from Referencement.com to the attention of the customer to have to carry out its obligations, remained without effect.

ARTICLE 12 - CONFIDENTIALITE

The parties, which will receive, within the framework of the execution of these general conditions of sale, all informations or documents, any support, which they are protected or not by copyright, expressly commit themselves **keep them strictly confidential**, not to publish them, not to reveal them with thirds, including the subsidiary companies as well as the companies which have a participation in their capital; **not to use them indirectly or directly** at personal ends or other ends; **to communicate them only to the employees** who would need to know them, beforehand, with the precondition, informed the aforementioned employees of the strictly confidential character of information, and to have made commit themselves to respect the aforementioned confidentiality; **not to duplex the documents**, of any nature which they are, the container, nor to copy them or reproduce them.

Moreover, it is expressly specified that Referencement.com holds copyright on the software allowing the installation of the customer's advertising, any copy, modification or reproduction any support and any reason by the customer constitutes an act of counterfeit engaging his penal responsibility.

ARTICLE 13 - TRANSFER OF CONTRACT

This contract is concluded "intuitu personae" and wouldn't know, on a purely basis principal or additional, to be the subject of no transfer or transmission on a purely basis free or expensive.

ARTICLE 14 - APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

The present convention is abided by the provisions of **the French right**.

The parties decide to abide all difficulties of interpretation or execution of this contract, even after its termination, by **the court of jurisdiction of Paris (FRANCE)**.