

1. General conditions governing the supply of all products and services

1.1 General

Cyber Network SA provides its Clients with a complete range of IT and internet products and services. The products and services are designated in specific offers that also serve as a contract between the Client and Cyber Network SA. These documents govern in particular the nature of the products and services to be supplied by Cyber Network SA, their scope, duration and remuneration.

As soon as the Client agrees to receive the products or services from Cyber Network SA, the Client signs an offer and/or a contract and these General Conditions are then deemed to form an integral part of the contract and/or individual offer signed.

1.2 Cyber Network SA services

Cyber Network SA supplies products and services in accordance with the conditions agreed in these provisions and in the contracts and/or individual offers. It will fulfil its contractual obligations professionally and diligently.

Cyber Network SA is authorised to resort to third parties to supply products or services.

1.3 Obligations of the Client

The Client undertakes to provide Cyber Network SA, at no cost, with the information required for the proper implementation of the services to be provided. The Client also undertakes to set up and maintain in its working environment the operational, technical and other conditions to enable the staff of Cyber Network SA to supply correctly the products and services defined in the contract.

Responsibility for the choice, configuration, allocation and use of products and their suitability for purpose is incumbent on the Client.

The Client has sole responsibility for taking the required security measures to protect recorded data in the event of its destruction.

1.4 Price and payment conditions

The prices indicated in our offers are based on the data available when establishing the offers and only cover the products and services mentioned therein.

Unless otherwise indicated, prices quoted are net and expressed in Swiss francs. Cyber Network SA invoices are due for payment in full on reception, with no deductions. Unauthorised deductions will be re-billed as administrative costs.

In the event of late payment, Cyber Network SA is authorised to invoice, as from the date of the first reminder, late-payment interest of 5% per annum for collection and administration costs.

1.5 Liability

Cyber Network SA shall not be liable for direct damage unless it is proven that such damage was caused intentionally or through serious negligence on its part.

In this case, liability for damages due is limited to the amount of the cost of the service concerned and to a maximum amount of 100,000 Swiss francs. Any additional liability of Cyber Network SA for damages of any kind is excluded. In particular, Cyber Network SA assumes no responsibility of the loss of data,

costs associated with the reconstitution of data, production stoppages, operating losses, savings not made, lack of earnings and any other indirect or consequential damage.

1.6 Confidentiality

The parties mutually undertake to maintain the confidentiality of all facts, concepts, processes, documents, data and information brought to their knowledge during the preparation and execution of the individual contract which one of the parties has a particular interest in keeping confidential.

These obligations of discretion shall remain in force after the contractual relationship ends, insofar as there remains a legitimate interest.

1.7 Modifications

Throughout the term of the individual contract, the two parties may at any time propose modifications to the agreed services in writing. In the event of a request for modification coming from the Client, Cyber Network SA must indicate to the Client, within a reasonable period, whether the desired modification is possible and what are the implications for the individual contract, in particular the price, the quality and the deadlines. If an in-depth investigation is necessary, the resulting costs and expenditure for Cyber Network SA shall be borne by the Client.

Any modification to the agreed services is only considered to be binding when the two parties have signed the corresponding supplementary agreement.

1.8 Termination of the Contract

Unless otherwise agreed and insofar as the agreement is not an indefinite long-term contractual relationship, the individual contract may be terminated at any time by the parties by giving notice of three months for the end of a month.

1.9 Written form

The validity of any supplementary agreement, modification, extension or declaration must be in written form to have legal effect.

1.10 Jurisdiction

The general conditions and individual contracts are governed exclusively by Swiss law.

All disputes that may arise directly or indirectly from the contractual relationships shall fall under the jurisdiction of the courts of the registered office of Cyber Network SA in Geneva.

Entry into force on 1 April 2011