

MyDFi and DFi Shop GENERAL TERMS AND CONDITIONS v3.1 in force as of 31st March 2010

PRELIMINARIES

The MyDFi and DFi Shop General Terms and Conditions apply to the services offered and sold through the DFi Shop platform. They are displayed on the website before any order is processed.

As a consequent, the act of placing an order implies that the purchaser accepts these general terms and conditions fully and without hesitation.

ART. 1. ACCEPTANCE

As the mere act of clicking on an icon allows the Customer to acknowledge these General Terms and Conditions and to order a service by application of these General Terms and Conditions, this act shall represent the Customer's final, irrevocable acceptance of all provisions included in the General Terms and Conditions.

ART. 2. LIABILITY FOR USE OF ACCESS

The access entrusted to the Customer provides him/her with the details of services being offered and an order history.

The Customer is thus liable for any use and any damage resulting from the use of his/her access, even by unauthorised third parties.

It is important that the Customer must disclose and use a valid, available e-mail address in order to communicate with the MyDFi platform.

ART. 3. BILLING AND PAYMENT CONDITIONS

Any order placed through the DFi Shop platform is processed by means of an e-mail sent to the MyDFi account administrator regardless of the method of payment that is used.

Whenever a service commitment comes to an end, the MyDFi platform shall automatically issue a bill for the mentioned service along with a sample electronic payment slip. Bills shall be issued in an easy-to-print PDF format.

In the event of non-payment for a service when a service commitment is renewed or exceeded, said service shall be automatically deactivated after 30 days. If the payment is not made within this time frame, the Customer shall be considered to have defaulted on his/her payment even if the issuing of a reminder to him/her is not required. DFi reserves the right to bill CHF 30.- for every reminder.

The act of making the payment shall reactivate the service.

If the Customer and/or the payment centre associated with the use of a bank card or credit card stops payment, DFi Service SA shall

suspend its services until the payment is collected.

ART. 4. IN THE EVENT THAT THE SERVICE CHARGED TO THE CUSTOMER IS EXCEEDED

If a service is exceeded, the MyDFi platform shall send the Customer an e-mail listing his/her MyDFi account activity. In this event, the MyDFi platform shall automatically issue an electronic bill, payable in ten (10) days, in the format described above in **article 3**.

ART. 5. INTERRUPTION OF THE MyDFi PLATFORM

If the MyDFi platform is interrupted, and insofar as it is legally admissible, the liability of DFi Service SA for indirect and successive damage is excluded.

ART. 6. DATA PROTECTION

In accordance with the provisions of the federal data protection act, the MyDFi platform shall only enter, record, and process the data needed to comply with its contractual obligations, monitor its customer relations, ensure high-quality services and the security of its operations, and to carry out its billing procedures.

ART. 7. GRAPHICS AND INTERNET LINKS

The photos and graphics accompanying offers shall be shown for information purposes only.

Links to websites other than MyDFi shall be provided for your convenience. DFi Service SA shall not verify these third-party

websites and cannot control or be held liable for these websites or their content.

ART. 8. CHANGES TO THE GENERAL TERMS AND CONDITIONS

DFi Service SA reserves the right to adapt its services, its prices, and these General Terms and Conditions at any time.

ART. 9. INTEGRAL PARTS OF MyDFi's and DFi Shop's GENERAL TERMS AND CONDITIONS

For the registration and management of domain names, the general terms and conditions of DFi Service SA and of the domain name registration companies (gTLD and ccTLD) shall apply; they are an integral part of the agreement established between DFi and the

Customer and/or the holder.

ART. 10. PLACE OF JURISDICTION AND APPLICABLE LAW

Swiss law shall apply to these General Terms and Conditions.

If an amicable resolution cannot be reached, and when one party has duly notified the other party, any dispute shall be

brought before the authorised Court of Geneva.