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# FCR ACCOUNT ADMINISTRATOR AGREEMENT

This agreement is published on the Web site of the FCR Operator at the following permanent URL: <https://fcr.frogans/en/resources/fcraaa/access.html>.

In force as of September 3, 2014

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This Agreement is concluded between the FCR Operator and any FCR Account Administrator.

## 1. Context of the Agreement

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Any usage of the Frogans technology, in any form, entails acceptance of the Frogans Technology User Policy, without restriction nor reserve.

This policy is published by the OP3FT, the non-profit organization whose purpose is to hold, promote, protect and ensure the progress of the Frogans technology, in the form of an open standard for the Internet, available to all, free of charge.

The OP3FT elaborates, adopts and updates the Frogans Technology User Policy in order to guarantee that the usage of the Frogans technology is compliant with the founding principles defined in its Bylaws. This policy requires that this Agreement be concluded between the FCR Operator and any person who wishes to become an FCR Account Administrator in order to register Frogans addresses and Frogans networks in the FCR, doing so on behalf of third parties or for itself.

The Frogans Technology User Policy is accessible at the following permanent URL (Uniform Resource Locator): <https://www.frogans.org/en/resources/ftup/access.html>.

## **2. Presentation of the FCR Account Administrator**

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The FCR Account Administrator is a person who concludes this Agreement.

The FCR Account Administrator is an individual or an organization whose role is to provide, in its capacity as a professional, registration-management services to Holders of Frogans addresses or of Frogans networks (hereafter the "Holders" or the "Holder").

To fulfill its role, the FCR Account Administrator subscribes to addressing services provided by the FCR Operator.

In its capacity as a user of the Frogans technology, the FCR Account Administrator accepts the Frogans Technology User Policy prior to concluding this Agreement.

This policy defines, in particular, the obligations of the FCR Account Administrator with respect to Holders.

## **3. Presentation of the FCR Operator**

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The FCR Operator is STG Interactive S.A., a company incorporated under French law (*Société Anonyme*) with a share capital of 1,828,000 euros, with registered office at 29 avenue Mozart, 75016 Paris, France, entered in the *RCS de Paris* under number B 428.738.546, and whose intra-community VAT number is FR 15428738546.

The FCR Operator is the entity which is responsible for the technical and commercial operation of the Frogans Core Registry (FCR), by putting itself at the service of Internet users, in a manner comparable to registry operators for domain names on the Internet.

The obligations of the FCR Operator, including the payment to the OP3FT of royalties relating to the license to operate the FCR, are set forth in a delegation agreement signed with the OP3FT. These obligations are detailed in the Frogans Technology User Policy. The Frogans Core Registry Delegation Agreement is published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/fcrda/access.html>.

## **4. Purpose of the Agreement**

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The purpose of this Agreement is for the FCR Operator to provide addressing services to the FCR Account Administrator.

The addressing services concerned are:

- registration services for Frogans addresses and for Frogans networks;
- FCR Account usage services.

## **5. Duration of the Agreement**

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This Agreement is concluded for an unlimited duration.

This Agreement takes effect on the date on which the FCR Account Administrator requests the opening of an FCR Account. It terminates on the date of closing of the FCR Account.

## **6. Fees and payment of the addressing services**

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The fees for the addressing services provided by the FCR Operator within the context of this Agreement are set under the control of the OP3FT.

These fees are presented in a document created by the OP3FT and published on the Web site of the FCR Operator at the following permanent URL: <https://fcr.frogans/en/resources/fcr-fees/access.html>.

This document also describes:

- the opening of an FCR Account, including the general functioning of the account;
- the crediting of an FCR Account, including payment and invoicing;
- the closing of an FCR Account, including the conditions of reimbursement of the balance of the account.

The balance of the account is reimbursable only in the case of the closing of the FCR Account.

In compliance with the OP3FT Bylaws, any revision of the fees for the addressing services provided by the FCR Operator to FCR Account Administrators shall be the subject of a prior public consultation procedure.

## **7. Registrations done by the FCR Account Administrator on behalf of third parties**

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The FCR Account Administrator provides Holders with registration-management services for Frogans Addresses and Frogans Networks in the FCR, doing so within the context of a registration agreement signed with them.

In addition to the mandatory clauses given in the Frogans Technology User Policy, this registration agreement must include a clause stipulating that the Holder agrees to submit to the jurisdiction of the *tribunal de grande instance de Paris*, in France, where the registered office of the FCR Operator is located, for court adjudication of disputes concerning or arising from the use of a network name or a site name.

This clause is used to include the jurisdiction where the registered office of the FCR Operator is located as a "Mutual Jurisdiction" within the context of the Uniform Dispute Resolution Policy for Frogans Addresses (UDRP-F), which is published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/udrpf/access.html>.

## **8. Registrations done by the FCR Account Administrator for itself**

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The FCR Account Administrator which registers a Frogans address or a Frogans network for itself becomes the holder of this Frogans address or of this Frogans network.

In doing so, the FCR Account Administrator is bound by the obligations concerning Holders of Frogans addresses or of Frogans networks which are defined in the Frogans Technology User Policy.

These obligations include respecting the Uniform Dispute Resolution Policy for Frogans Addresses (UDRP-F), which is published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/udrpf/access.html>.

The FCR Account Administrator also agrees to submit to the jurisdiction of the *tribunal de grande instance de Paris*, in France, where the registered office of the FCR Operator is located, for court adjudication of disputes concerning or arising from the use of a network name or a site name.

## **9. Miscellaneous provisions**

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In this section, the FCR Operator and the FCR Account Administrator are referred to collectively as the "Parties" or individually as a "Party".

### **9.1. Respect of the Frogans Technology User Policy**

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The Parties undertake to respect the Frogans Technology User Policy and notably to comply with the provisions which concern their relations.

The Frogans Technology User Policy is available at the following permanent URL: <https://www.frogans.org/en/resources/ftup/access.html>.

### **9.2. Interpretation of the Agreement**

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No heading of this Agreement can be interpreted in isolation, or contrary to the general sense of this Agreement.

The nullity of one or several clauses of this Agreement shall not lead to the nullity of the Agreement in its entirety.

In the event of contradiction between a clause contained in this Agreement and the Frogans Technology User Policy, the policy shall prevail.

### **9.3. Applicable version of the Agreement**

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The applicable version of this Agreement is the version indicated as being in force on the Web site of the FCR Operator at the following permanent URL: <https://fcr.frogans.org/en/resources/fcraaa/access.html>.

Other versions of the Agreement published on the Web site of the FCR Operator are provided by the FCR Operator exclusively for information purposes, be they previous versions or a new version of this Agreement, prior to its entry into force.

When publishing a new version of the Agreement, the FCR Operator can publish a document highlighting differences between this version and a previous version. Such a document is provided by the FCR Operator for information purposes and has no legal force.

#### **9.4. Modification of the Agreement**

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In the case of modification of this Agreement, the FCR Operator shall inform the FCR Account Administrator of this modification by sending an email to the address defined in article 9.8 (Communications). The new version of the Agreement shall be published by the FCR Operator at the following permanent URL: <https://fcr.frogans/en/resources/fcraaa/access.html>.

As of the date of entry into force of the new version of the Agreement, the Parties undertake to respect this new version.

The time period prior to entry into force of the new version of the Agreement cannot be less than thirty (30) calendar days following the date of publication of this new version.

If the FCR Account Administrator does not accept the conditions described in the new version of the Agreement, the FCR Account Administrator shall have up to the date of entry into force of the new version to terminate this Agreement by proceeding to the closing of its FCR Account.

#### **9.5. Assignment of the Agreement**

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The rights and obligations arising from this Agreement cannot be the subject of an assignment, total or partial, for a fee or at no cost.

However, in the event of transfer of the operation of the FCR to a new operator designated by the OP3FT, the FCR Operator shall assign or transfer, to the new operator, all the rights and obligations arising from this Agreement. The conditions of transfer of the operation of the FCR to a new operator are defined in the Frogans Core Registry Delegation Agreement.

In the case of transfer of the operation of the FCR, the FCR Operator shall inform the FCR Account Administrator beforehand by sending an email to the address defined in article 9.8 (Communications).

#### **9.6. Entire Agreement**

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The complete agreement between the FCR Operator and the FCR Account Administrator is made up of this Agreement.

No information nor advice, oral or written, given by the FCR Operator, its personnel or one of its representatives can change the agreement between the FCR Operator and the FCR Account Administrator, as arising from this Agreement.

## 9.7. Language of the Agreement

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The official version of this Agreement is provided in English. The English version of this Agreement is published by the FCR Operator at the following permanent URL: <https://fcr.frogans/en/resources/fcraaa/access.html>.

Only the English version of this Agreement provided by the FCR Operator prevails, notably in case of contradiction between this English version and any translations in other languages provided by the FCR Operator for information purposes.

Any possible translations of this Agreement provided by third parties do not have a legal force.

## 9.8. Communications

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Communications between the Parties take place by E-mail, in English or in French.

For any questions relative to the performance of this Agreement, messages are sent to the following E-mail addresses:

- for the FCR Account Administrator: the E-mail address indicated in the contact information of its FCR Account;
- for the FCR Operator: [fcr-legal@stg-interactive.com](mailto:fcr-legal@stg-interactive.com).

The messages of the FCR Operator originate from E-mail addresses based on the domain names "stg-interactive.com" or "fcr.frogans". The FCR Account Administrator can include these domain names as trusted domains in its E-mail client so as to ensure that messages sent by the FCR Operator are not considered as SPAM by its E-mail client.

The FCR Operator implements a digital signature system based on the PGP protocol specified in RFC 4480 of the IETF. The FCR Account Administrator can verify the origin and integrity of emails coming from the FCR Operator, notably to avoid a fraudulent attempt by a third-party to pass itself off as the FCR Operator (fraud technique commonly referred to as "phishing"), by installing, on its E-mail client, a PGP extension and by providing its E-mail client with the appropriate public key available at the following permanent URL: <https://fcr.frogans/en/resources/pgp-pk/access.html>.

## 9.9. Electronic invoicing

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The FCR Account Administrator accepts that the services provided by the FCR Operator are invoiced by means of electronic invoices under the conditions of article 289, VII, paragraph 2 of the *Code général des impôts français* (French Tax Code).

These electronic invoices are sent to the FCR Account Administrator by E-mail to the address defined in article 9.8 (Communications). Electronic invoices are also kept available for the FCR Account Administrator in its FCR Account for a duration of one (1) year following issuance of said invoices.

Electronic invoices issued by the FCR Operator are in the form of PDF files. These files are digitally signed using a digital certificate RGS\*\* respecting the requirements of the *Référentiel Général de Sécurité* (General Security Database) set up by the *Agence Nationale de la Sécurité des Systèmes d'Information* (French Network and Information Security Agency - ANSSI). The verification of signature information requires an application to display PDF files that includes such a functionality. For example, the recent versions of the Adobe Reader software have such a functionality (<http://www.adobe.com/>).

The digital certificate of the FCR Operator is issued by Keynectis-OpenTrust. The root and intermediate certificates on which the FCR Operator's digital certificate depends, can be downloaded at the following URL: <https://www.opentrust.com/fr/pc-politique-certification>.

## **9.10. Personal data**

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Within the context of the performance of this Agreement, the FCR Operator collects personal data relative to the FCR Account Administrator. The nature and storage duration of such personal data are defined in the Frogans Technology User Policy.

The FCR Operator declares that the personal data collected is the subject of processing operations for which it is responsible. The purpose of these processing operations is to enable the FCR Operator to manage, technically and commercially, its relations with the FCR Account Administrator, as well as to enable all Internet users to contact the FCR Account Administrator.

In compliance with the French law n° 78-17 of January 6, 1978 relative to information technology, data files and civil liberties, the FCR Account Administrator has the right to access and correct information concerning itself. To exercise this right, the FCR Account Administrator must contact the FCR Operator by E-mail at the address defined in the article 9.8 (Communications).

If, within the context of the performance of this Agreement, the FCR Operator transfers personal data concerning the FCR Account Administrator to a country outside of the European Union, the FCR Operator undertakes that this transfer shall be carried out to a country offering a sufficient level of protection of personal data as defined by the applicable legislation, or failing this, to obtain a contractual undertaking for this level of protection from the concerned subcontractor in compliance with the decision of the European commission dated February 5, 2010 (relative to standard contractual clauses for the transfer of personal data to processors established in non-EU countries in virtue of the Directive 95/46/EC of the European Parliament and of the Council).

In the case of transfer of the operation of the FCR to a new operator designated by the OP3FT, the FCR Operator shall transfer personal data collected to the new operator.

## **9.11. Limitation of liability**

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The FCR Operator does its utmost to ensure the availability and the quality of the services which it provides to FCR Account Administrators.

However, the FCR Operator does not give any guarantees, express or implied, as regards the possibility of the commercial development of the services which it provides nor as regards their suitability for their usage as intended by the FCR Account Administrator.



The FCR Operator does not give any guarantees in the event of functioning anomalies of the services which it provides to the FCR Account Administrator, in particular due to the networks or systems on which they are used, regardless of any consequences of such functioning anomalies.

The FCR Operator shall not incur any liability in the case of a failure by the FCR Account Administrator to respect any one of the clauses of this Agreement or any one of the provisions of the Frogans Technology User Policy.

The FCR Operator shall not incur any liability for any damages suffered directly or indirectly by the FCR Account Administrator associated with the usage which it makes of the services provided by the FCR Operator.

In the event of the FCR Operator incurring liability within the context of the performance of this Agreement, the FCR Account Administrator acknowledges that the indemnification of damages suffered cannot exceed the cost of subscribing to the service(s) concerned by the damages.

The FCR Operator shall not incur any liability in the case of a force majeure as defined by the legislation applicable to this Agreement. Force majeure corresponds to any event which is unavoidable and beyond the control of the Parties, such as disasters or accidents.

### **9.12. Right of withdrawal**

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The FCR Account Administrator acknowledges that it concludes this Agreement in its capacity as a professional, and that the addressing services provided by the FCR Operator within the context of this Agreement correspond to a non-material service whose execution commences upon reception of payment.

The FCR Account Administrator thus acknowledges that legal provisions relative to consumers, notably the right of withdrawal in the case of the distance selling of services, are not applicable.

### **9.13. Failure and termination**

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The fact, for any of the Parties, to fail to comply with any of the provisions of the Frogans Technology User Policy which concern their relations, constitutes a failure to respect this Agreement.

In the event of any of the Parties failing to respect its obligations arising from this Agreement, the other Party can send it a formal notice by E-mail to the addresses defined in article 9.8 (Communications) or by postal mail to the addresses defined in article 9.16 (Election of Domicile).

If this formal notice remains without effect for fourteen (14) calendar days after it has been sent, this Agreement can be terminated.

Termination of this Agreement leads to the closing of the FCR Account.

In the case where, in compliance with the Frogans Technology User Policy, the OP3FT terminates the Frogans technology user license of the FCR Account Administrator, this Agreement shall be terminated as of right.

This Agreement is automatically terminated in the case where the FCR Account Administrator proceeds to the closing of its FCR Account.

#### **9.14. No waiver**

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The fact that a Party does not require the application of any one of the clauses of this Agreement cannot, under any circumstances, be considered as a waiver of the right to subsequently apply this clause.

#### **9.15. Independence of the Parties**

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Each Party acknowledges that it is acting in its own name and on its own behalf as an independent entity and is not to be considered as an agent of the other Party.

Neither of the Parties can undertake, nor commit to, any activities or actions in the name of, or on behalf of, the other Party.

Each Party remains solely responsible for its actions, allegations, commitments, services, products and personnel.

#### **9.16. Election of domicile**

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The FCR Operator elects domicile in its registered office, in France. The address of this registered office is defined in article 3 of this Agreement (Presentation of the FCR Operator).

The FCR Account Administrator elects domicile at the address given in the contact information of its FCR Account.

#### **9.17. Applicable legislation**

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The legislation applicable to this Agreement is French legislation, including the applicable European regulation.

#### **9.18. Attribution of jurisdiction**

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The *tribunal de grande instance de Paris*, in France, has exclusive jurisdiction to settle any disputes which might arise between the Parties in relation to the interpretation or the performance of this Agreement.