

Special Terms of Sale for the Subscription services

These special terms of sale (hereafter '*The Special Terms of Sale*' or '*the CPV*') govern the dealings between:

APVO, a company under Californian law with its headquarters at 160 Spear Street, Suite 1620, San Francisco, CA 94 105, USA operating the Web Site www.viadeo.com,

Hereafter called '**APVO**',

On the one hand,

AND

The Member of the web Site referenced under the domain name www.viadeo.com, within the meaning of the Terms of Use of the said Web Site who has subscribed for one of the paying functionalities offered by APVO under the terms and conditions stipulated below,

Hereafter individually or collectively called '*The Subscriber*' or '*The Subscribers*',

On the other hand.

Introduction

APVO operates an Internet platform which is accessible at the address www.viadeo.com, using available technologies and a computer or a mobile terminal and enabling Members to create and publish their professional profile online under certain conditions in order to develop their professional network, to find professional opportunities, exchange ideas, notably by entering into contact with other Members and by participating in the forums created and administered by the Members themselves or by advertising events, everything directly connected to their professional activity (Hereafter called the '*The Site*').

The Members have registered on the Site and by doing so, accepted the Terms of Use of the said Site which now form a Contract between APVO and the Member, giving the Member access to the free functionalities on the said Site under the stipulated conditions.

The Member has chosen to subscribe for one or more operational functionalities which APVO provides in return for payment and thus accepts these Special Conditions of Sale when taking out the Subscription (Hereafter called '*The Subscription*').

The Subscriber knows these Special Conditions of Sale and agrees to comply with them reservedly when taking out a Subscription.

These Special Terms of Sale are a Contractual Document within the meaning of the Terms of Use of the Website www.viadeo.com and form an integral part of the Contract concluded

between the Member and APVO constituted of the said Terms of use and the Contractual Documents.

If the Member refuses to comply with any of the obligations and conditions in these Special Conditions, he or she is invited not to take out the Subscription.

Article 1 – Taking out Subscriptions

A Subscriber who wishes to take out a Subscription must previously register as a Member of VIADEO and have read and unreservedly accepted the Terms of Use.

To take out a Subscription, the Subscriber must visit the VIADEO Site and click on the PREMIUM tab at the address <http://www.viadeo.com/abonnement/abonnement>.

The Subscriber completes the Subscription Form which is accessible online (Hereafter called '**The Subscription Form**'). By completing the Subscription Form, the Subscriber confirms that he or she has read these Special Terms of Sale and agrees to abide by them unreservedly.

Article 2 – Description of the Subscriptions

2.1. – Description of the PREMIUM Subscription

The PREMIUM Subscription offers the Subscriber the possibility of using the functionalities described in detail inside the page accessible *via* "Premium access" from the account of a basic Member or "Renew" section on "my Premium Membership" page in the "Preferences" section for Members who already subscribed.

2.2. – Description of the Visibility Subscription ("Abonnement Visibilité")

Visibility Subscription ("Abonnement Visibilité") functions are only available in some countries and in some languages; therefore this Subscription and its functionalities are subject to availability.

The purpose of the Visibility Subscription ("Abonnement Visibilité") is to highlight the Subscriber's profile and competences which have been completed by the Subscriber and to give the Subscriber priority visibility to Members searching for such competences in accordance with the terms and functionalities described in detail inside the page accessible *via* the "Visibilité" tab.

APVO undertakes, within the framework of the Visibility Subscription ("Abonnement Visibilité"), to use its best efforts to highlight the Subscriber's profile when the search results on the Site are displayed. It is understood that displaying the Subscriber's profile in the search results depends on the information which the Subscriber has previously given in his or her profile and within the limit of the Subscription taking out. Consequently APVO cannot be criticised for failing to highlight the profile of a Subscriber whose competences are not searched by Members. Similarly APVO can never be held liable for any lack of contact between the Subscriber and other Members following these highlights, as Members are free

to decide whether or not to contact the Subscriber after the profile has been highlighted and are the sole decision makers in this respect.

Each visit which is made by one of the Members to the Subscriber's profile will be billed to the Subscriber under the conditions stipulated in the "Visibilité" tab and those stipulated in Article 4 below.

However, certain visits to the Subscriber's profile are not considered to be qualified Visits and therefore are not billed. These are:

- Visits which the Subscriber makes to his or her own profile;
- Visits made by any person employed by APVO or instructed by it for the requirements of operating the Site and APVO' activity;
- Visits to the Subscriber's profile by his or her direct contacts;
- The second and subsequent visits by a Member within 30 days following the Member's first visit to the Subscriber's profile;
- Visits that are not generated by highlighting of the Subscriber's profile when results supplied by search engines are displayed are also not considered to be qualified Visits.

Article 3 – Duration and modification of the Subscription

3.1. – Duration of the PREMIUM Subscription

A Subscriber who takes out a PREMIUM Subscription commits him or herself for the fixed term stipulated in the corresponding Subscription Form, from his or her acceptance of these Special Terms of Sale.

At the end of the initial term of the Subscription, the Subscription will be automatically renewed for the term fixed by the initial PREMIUM Subscription, apart from an agreement to the contrary by the Subscriber expressed *via* the following steps.

Members may terminate at any time the Subscription(s) to which they have subscribed by following the unsubscribing procedure described hereunder if the payment was process by Société Générale:

1. Log on to the Site and enter your electronic address to log in to your account;
2. Click on "Your membership status" link on "My Premium membership" page within the "Preferences" section;
3. Click the "Click to cancel auto renewal" link at the bottom of the page;
4. Enter your password to activate the cancellation of the tacit renewal.

If the Member processed the payment with PayPal, he/she should follow the unsubscribing procedure described hereunder:

1. Log on to the Site and enter your electronic address to log in to your account;
2. Click on "Your membership status" link on "My Premium membership" page within the "Preferences" section;
3. Click the "Click to cancel auto renewal" link at the bottom of the page;
4. This will lead you to your PayPal account;

5. In your PayPal account, click on “My Account” and then "History" at the top of the page;
6. Show "All Activity";
7. Find the payment to Viadeo, click on the blue link "details";
8. At the top of page, click on the reference number -> S-XXXXXX...;
9. Bottom of the page, click on "Cancel Subscription";
10. Click " Cancel Subscription" to confirm;
11. Then you will be able to see a cancelled subscription entry in your PayPal activity.

If the Member does not see “Click to cancel auto renewal” on their account, it means that the Premium Subscription will not be renewed.

The request to unsubscribe a PREMIUM Subscription will be taken into consideration and made effective upon the anniversary date of the Contract, defined as the date of expiration of the term determined in the Subscription page, if the request is received by APVO no later than forty-eight hours before this anniversary date. Failing this, the Contract will be tacitly renewed for a term equivalent to its previous length.

3.2. – Term and modification of the Visibility Subscription (“Abonnement Visibilité”) (when available)

A Subscriber who takes out a Visibility Subscription (“Abonnement Visibilité”) commits him or herself for an indefinite period from the acceptance of this document.

The Subscriber can modify his or her Subscription at any time by visiting the Site and by following the procedure stipulated under the ‘Subscription’ heading. If there is a reduction in the ceiling of qualified Visits and providing the initially planned ceiling has not been reached, the modification to the Site is taken into account immediately. In the contrary case, the modifications to the Subscription will be effective the following month providing they were performed before the 20th of the current month.

If the Member decides to cancel his/her Subscription, when the request to unsubscribe is received by APVO before the 20th of the month, termination of the Contract will become effective at the end of the same month. Should a request to unsubscribe be received by APVO after the 20th of the month, termination of the Contract will become effective at the end of the following month.

Article 4 – Price, billing terms and delay or payment default

4.1. – Price and means of paying the PREMIUM Subscription

The Subscriber must follow the Subscription procedures on the Site, to take out a PREMIUM Subscription. The costs of the Subscription and the means of payment are mentioned in the Subscription Form accessible online. The Subscriber's bank account/account/PayPal account is debited directly on the due date for the Subscription.

4.2. – Price and terms of paying the Visibility Subscription (“Abonnement Visibilité”) (when available)

The cost of the Visibility Subscription (“Abonnement Visibilité”) depends on the option chosen *via* the Subscription Form accessible online. The means of payment are those mentioned in the Subscription Form. The Subscriber's bank account is debited on the 27th of each month.

When taking out the Subscription the Subscriber indicates the maximum number of qualified Visits which he or she wishes to subscribe and undertakes to pay for them as mentioned in the Subscription Form. The Subscriber can also specify the maximum amount he or she undertakes to pay each month.

If the maximum number of qualified Visits has not been attained at the end of the month, APVO will only bill the actual number of qualified Visits. The price of each qualified Visit is mentioned in the Subscription Form.

If the Subscriber has already taken out a PREMIUM Subscription, an initial direct debit of one (1) euro will be made from his or her bank account, on subscription, to activate the account. This sum will be deducted from the amount owed at the end of the first month.

If the Subscriber has not already taken out a PREMIUM Subscription, an initial debit of one (1) euro will be made from the Subscriber's bank account, which corresponds to the cost of the PREMIUM Subscription for the first month.

4.3. – Billing

APVO will draw up a monthly bill with the Subscriber's name and contact details throughout the term of the Visibility Subscriptions (“Abonnement Visibilité”). The bill is also available on the Site under the “Factures” heading in the “Visibilité” tab.

PREMIUM Subscriptions are billed on the date of the Subscription. The billing history is available on the Site under “Order History” section within “My Premium membership” section in “Preferences” settings.

4.4. – Delay or payment default

The Subscriber will be sent an email notification for any delay or default in paying the Subscription, informing him or her that they have (8) days in which to regularize the position. Access to the corresponding functionalities for the Subscription can be suspended during this period. If all sums are not paid within this deadline, APVO can automatically terminate the Contract in accordance with Article 6.2 of the Terms of Use.

Any delay in payment will result in costs for processing unpaid debt, of 15 Euros, and lateness penalties, of one and half times the legal interest rate, which will be calculated from the date of notification mentioned in the previous subparagraph.