

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

This Terms of Use Agreement (the "**Agreement**") describes the terms and conditions applicable to your use of the WY web Site which is identified by the uniform resource locator www.thepec.net (the "**Site**"). This Agreement is entered into between you as the user of the Site (the "**User**") and WeYield sas ("**WY**").

Application of and Acceptance of Terms and Conditions.

1. For purposes of this Agreement, a "**User**" is any person who accesses the Site for whatever purpose. A User includes the person using this Site and any legal entity which may be represented by such person under actual or apparent authority.
2. By accessing or using the Site, you hereby agree to accept the terms and conditions set forth in this Agreement as a User. You shall be bound by the terms and conditions of this Agreement with respect to your access or use of this Site and any further upgrade, modification, addition or change to this Site. If you do not accept all of the terms and conditions of this Agreement, please do not use this Site.
3. WY may amend this Agreement at any time by posting the amended and restated Agreement on the Site. The amended and restated Agreement shall be effective immediately upon posting. This Agreement was last amended on February 28, 2007. Posting by WY of the amended and restated Agreement and your continued use of the Site shall be deemed to be acceptance of the amended terms. This Agreement may not otherwise be modified, except in writing by an authorized officer of WY.

Users Generally.

4. Users may use this Site solely for their own internal purposes. Each User agrees that it shall not copy, reproduce or download any information, text, images, video clips, directories, files, databases or listings available on or through the Site (the "PEC Content") for the purpose of re-selling or re-distributing the PEC Content, mass mailing (via emails, wireless text messages, physical mail or otherwise), operating a business that competes with WY, or otherwise commercially exploiting the PEC Content. Systematic retrieval of PEC Content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from WY is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited.
5. Some of the PEC Content displayed on this Site is provided or posted by or comes from third parties ("Third Party Content"). WY is not the author of Third-Party Content, whether contributed by anonymous users or paid content providers or collected by WY. Neither WY nor any of our affiliates, Directors, officers or employees has entered into any sales agency relationship with such third party by virtue of our display of the Third Party Content on the Site. Any Third Party Content is the sole responsibility of the party who provided the content. WY is not responsible for the accuracy, propriety, lawfulness or truthfulness of any Third Party Content, and shall not be liable to any User in connection with such User's reliance of such Third Party Content. In addition, WY is not responsible for the conduct of any User's activities on the Site, and shall not be liable to any person in connection with any damage suffered by any person as a result of such User's conduct.
6. WY may allow Users access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such Third Party's web Site. You are cautioned to read such Sites' terms and conditions

and/or privacy policies before using such Sites in order to be aware of the terms and conditions of your use of such Sites. User acknowledges that WY has no control over such third party's web Site, does not monitor such Sites, and WY shall not be responsible or liable to anyone for such web Site, or any content, products or services made available on such a website.

7. Messages or information sent by a User through communication systems provided by the Site, or through emails, fax or letters to addressees obtained from the Site, shall not contain any of the materials described in the provisions of Section 4.5 below.
8. WY reserves the right to limit, deny or create different access to the Site and its features with respect to different Users, or to change any of the features or introduce new features without prior notice. Each User acknowledges that inability to use the Site wholly or partially for whatever reason may have adverse effects on its business. Each User hereby agrees that in no event shall WY be liable to the User or any third parties for any inability to use the Site (whether due to disruption, limited access, changes to or termination of any features on the Site or otherwise), any delays, errors or omissions with respect to any communications or transmission, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Site or any of its features.
9. No User shall undertake any scheme to undermine the integrity of the computer systems or networks used by WY and/or any other User and no User shall attempt to gain unauthorized access to such computer systems or networks.
10. We urge that you read WY's Privacy Policy which governs the protection and use of each User's information in WY's possession. Each User hereby accepts the Privacy Policy and any updates and amendments thereto. Each User acknowledges that WY may change the Privacy Policy from time to time provided that WY shall make available the updated version of the Privacy Policy on the Site at all times. Your continuation of use of the Site shall be deemed to be your acceptance of the Privacy Policy which is then displayed on the Site at the time of such use.
11. As a condition of your access to and use of the Site, you agree that you will not use the WY service to infringe the intellectual property rights of others in any way. WY will in appropriate circumstances terminate the accounts of members or users who are repeat infringers of the copyrights, or other intellectual property rights, of others. In addition, WY reserves the right to terminate the account of a User upon any single infringement of the rights of others in conjunction with use of the WY service, or if WY believes that User conduct is harmful to the interests of WY, its affiliates, or other Users, or for any other reason in WY's sole discretion, with or without cause.

Registered Users

12. Each User who has filled out a registration form on the Site (off-line) by giving its information (such as name, address, telephone and fax number, email address, details of its business, accounting details and contact references) is the main registered user of the Site ("MAIN USER"). The MAIN USER has the ability to authorize registered Users (REGISTERED USER) within the registration form. WY will establish an account ("ACCOUNT") for each MAIN USER. The REGISTERED USER and/or MAIN USER will define their email address as their own user alias ("LOGIN") and choose a personal password ("Password") to access to the MAIN USER ACCOUNT.
13. For purposes of this Chapter, any MAIN USER will be deemed to be a REGISTERED USER.
14. The access of the Site is based of the receipt of full payment by WY. A mail will be sent to each REGISTERED USER confirming the validation of their subscription.

15. If the MAIN USER is a business entity, you represent that (a) you have the authority to bind the entity to this Agreement; (b) the address you use when registering is the principal place of business of such business entity; and (c) all other information submitted to WY during the registration process is true, accurate, current and complete. For purposes of this provision, a branch or representative office will not be considered a separate entity and its principal place of business will be deemed to be that of its head office.
16. By becoming a REGISTERED USER, you consent to the inclusion of your personal data in our database and authorize WY to share such information with other Users, registered in the same company database
17. WY may suspend or terminate a MAIN USER'S Account at any time by giving no less than 24-hour notice to the MAIN USER if (a) in WY's determination, there is any breach of the provisions of this Agreement by the REGISTERED USER; or (b) WY has reasonable grounds to suspect that such information provided by the REGISTERED USER is untrue, inaccurate or is not current or complete, or (c) WY believes that the REGISTERED USER actions may cause financial loss or legal liability to such User, WY's other Users, or WY or its affiliates.
18. A REGISTERED USER may not sell, attempt to sell, offer to sell, give, assign or otherwise transfer an Account, User ID or Password to a third party without the prior written consent of WY. WY may suspend or terminate the Account of a REGISTERED USER or the transferee of a REGISTERED USER in the event of a sale, offer to sell, gift, assignment or transfer in violation of this Section.
19. Notwithstanding Section 12 above, WY may refuse registration and deny the issuance of an Account and/or and associated User ID and Password to any User for whatever reason.

Payment and terms

20. Prices and the billings schedule shall be indicated in the Specific Conditions of orders. Prices shall be understood to be exclusive of taxes. The taxation applicable shall be as laid down under current regulations.
21. Invoices shall contain the mandatory legal information. Internal rules, stipulations or procedures implemented by the Customer for the processing of orders and invoices shall not be invocable vis-a-vis WY.
22. Invoices shall be payable upon receipt.
23. In the event of disagreement with regard to any part of an invoice, the MAIN USER shall notify WY to this effect as soon as possible and settle the uncontested part of the invoice within the agreed time limit.
24. Any payment by offset shall be excluded. Non-payment at the due date shall lead to the payment of default interest, calculated from the due date to the date of full payment, on the basis of a rate equivalent to 1.5 times the statutory interest rate. Furthermore, in the event of non-payment, WY may suspend performance of the services 24 hours after an unavailing formal demand, pending payment in full of the outstanding amounts.

Users Who Post Information on the Site

25. You must be a REGISTERED USER in order to post information on the Site using the self-help submit and edit tools provided through the Site. Your status as a REGISTERED USER is governed by the provisions of Chapter 3 above.

26. No sales agency relationship is created between any REGISTERED USER and WY, our affiliates, directors, officers or employees by virtue of WY's display of any of the REGISTERED USER's information on the Site.
27. Each REGISTERED USER hereby represents, warrants and agrees to (a) provide WY with true, accurate, current and complete information to be displayed on the Site and (b) maintain and promptly amend all information to keep it true, accurate, current and complete. Each REGISTERED USER hereby grants an irrevocable, perpetual, worldwide and royalty-free, sublicensable (through multiple tiers) license to WY to display and use all information provided by such REGISTERED USER in accordance with the purposes set forth in this Agreement and to exercise the copyright, publicity, and database rights you have in such material or information, in any media now known or not currently known.
28. Each REGISTERED USER hereby represents, warrants and agrees that it has obtained all necessary third party copyright, trademark trade secret or patent licenses and permissions, or such other licenses or permissions as may be required in connection with any other personal or proprietary rights of any third party (including but not limited to rights of personality and rights of privacy), for any material or information it posts on the Site or provides to WY or authorizes WY to display. Third party copyrights, trademarks, trade secret rights, patents and other personal or proprietary rights affecting or relating to material or information displayed on the Site, including but not limited to rights of personality and rights of privacy, or affecting or relating to products that are offered or displayed on the Site, are hereafter referred to as "Third Party Rights." Each REGISTERED USER hereby represents, warrants and agrees that it shall be solely responsible for ensuring that any material or information it posts on the Site or provides to WY or authorizes WY to display does not, and that the products represented thereby do not, violate any Third Party Rights, or is posted with the permission of the owner(s) of such rights.
29. Each REGISTERED USER hereby represents, warrants and agrees that information submitted to WY for display on the Site shall not:
- a. contain fraudulent information or information whose display and/or sharing is prohibited by applicable law, or otherwise promote other illegal activities;
 - b. be part of a scheme to defraud other REGISTERED USER of the Site or for any other unlawful purpose;
 - c. violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
 - d. be defamatory, libellous, unlawfully threatening or unlawfully harassing;
 - e. be obscene or contain or infer any pornography or sex-related merchandising or any other content or otherwise promotes sexually explicit materials or is otherwise harmful to minors;
 - f. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - g. contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation;
 - h. contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;

- i. link directly or indirectly to or include descriptions of goods or services that are prohibited under this Agreement;
 - j. otherwise create any liability for WY or its affiliates
30. WY reserves the right in its sole discretion to remove any material displayed on the Site which it reasonably believes is unlawful, could subject WY to liability, violates this Agreement or is otherwise found inappropriate in WY opinion. WY reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Furthermore, WY may disclose the User's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a legal action, and WY shall not be liable for damages or results thereof and User agrees not to bring any action or claim against WY for such disclosure. In connection with any of the foregoing, WY may suspend or terminate the Account of any User as WY deems appropriate in its sole discretion. User agrees that WY shall have no liability to User, including no liability for consequential or any other damages, in the event WY takes any of the actions mentioned in this Section, and that User agrees to bear the risk that WY may take such actions.

Limitation of Liability

31. THE FEATURES AND SERVICES ON THE WY Site ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED.
32. WY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE Site. WY DOES NOT REPRESENT OR WARRANTY THAT DISPLAY AND/OR USE OF INFORMATION OR SERVICES OFFERED OR DISPLAYED ON THE Site DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND WY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY INFORMATION OR SERVICE OFFERED OR DISPLAYED ON THE WY Site.
33. Any material downloaded or otherwise obtained through the Site is done at each User's sole discretion and risk and each User is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from WY or through or from the Site shall create any warranty not expressly stated herein.
34. Under no circumstances shall WY be held liable for an delay or failure or disruption of the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, disease, pandemia, fires, flood, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.
35. Each User hereby agrees to indemnify and save WY, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal

costs on a full indemnity basis) which may arise from such User's use of the Site (including but not limited to the display of such User's information on the Site) or from its breach of any of the terms and conditions of this Agreement. Each User hereby further agrees to indemnify and save WY, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to WY, including but not limited to those set forth in Sections 4.3, 4.4 and 4.5 above. Each User hereby further agrees to indemnify and save WY, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to information or services offered or displayed on the Site. Each User hereby further agrees that WY is not responsible and shall have no liability to it, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. WY reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with WY in asserting any available defences.

36. WY shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise or any other damages resulting from any of the following:
 - a. the use or the inability to use the Site;
 - b. any defect in data, information or services purchased or obtained from a User or a third-party service provider displayed through the Site;
 - c. violation of Third Party Rights or claims or demands that Users' manufacture, importation, distribution, offer, display, purchase, use of information or services offered or displayed on the Site may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
 - d. unauthorized access by third parties to data or private information of any User;
 - e. statements or conduct of any User of the Site;
 - f. any matters relating to services however arising, including negligence.

Intellectual Property Rights

37. WY is the sole owner or lawful licensee of all the rights to the Site and the PEC Content. The Site and PEC Content embody trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Site and PEC Content shall remain with WY, its affiliates or licensors of the PEC Content, as the case may be. All rights not otherwise claimed under this Agreement or by WY are hereby reserved.
38. WeYield, thepec.net and related icons and logos are registered trademarks or trademarks or service marks of WY Corporation in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

Notices

39. All notices or demands to or upon WY shall be effective if in writing and shall be duly made when sent to WY in the following manner: to 4 villa Bois de Bailleul, 91080 Courcouronnes, France, Attn: Legal Department
40. All notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to WY, or by posting such notice or demand on an area of the Site that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:
 - a. WY is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
 - b. Immediately upon WY's posting such notice on an area of the Site that is publicly accessible without charge.

General

41. This Agreement and the Privacy Policy constitute the entire agreement between the User and WY with respect to access to and use of the Site, superseding any prior written or oral agreements in relation to the same subject matter herein.
42. WY and the User are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
43. If any provision herein is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
44. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
45. WY's failure to enforce any right or failure to act with respect to any breach by a User under these terms and conditions will not waive that right nor waives WY's right to act with respect with subsequent or similar breaches.
46. WY shall have the right to assign its obligations and duties in this Agreement to any person or entity.
47. This Agreement shall be governed by the laws of France without regard to its conflict of law provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Evry (France).