

BlimpMe! TERMS OF USE - April 27th, 2010

Introduction

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE BlimpMe! SOFTWARE .

By using the BlimpMe! software (the "Software"), you agree to the present Terms of Use.

The Terms of Use govern your use of the Software. If you do not agree to these terms of use, you may not use the Software.

I. Description of the Software

The Software allows its user ("You") to :

- create their own widgets (adverts) from any internet website, the goal being anyone to be able to access it via the interface described below, a location based service for proximity points of interest and their adverts (hereinafter referred to as the "Interface").

The Software is distributed by BlimpMe!, to get it you must subscribe and create your blimp (part of BlimpMe! server where your adverts will be posted and associated managing tools, hereinafter referred to as the Blimp) on <http://www.blimpme.com> (hereinafter referred to as the "Site") .

BlimpMe! hereby grants You a free and non-exclusive licence to use the Software. However, BlimpMe! reserves the right to (i) terminate, at its sole discretion and without notice, the licence granted to You herein or (ii) modify its terms of use at any time, at its sole discretion and without prior notice.

IMPORTANT : this free licence is subject to limitations in force when you use the Software, these limitations are described in the payment section of your Blimp back-office and might concern the number of adverts that you are allow to create free of charge and/or the size of your Blimp.

Two types of widget can be created :

- dynamic widgets : while navigating on any internet website, the Software will enable You to select objects and create your own widget with these objects only. Whenever You open this widget on your PC or on the Interface, the Software will rebuild the said widget in such a manner that the content of your widget will vary according to the content of the source website;
- static widgets : while navigating on any website, the Software will enable You to select objects and create your own html page with these objects. Whenever You open this widget, the Software will automatically open the html page or insert the code of the widget to display it on the Interface.

The content of a widget created by You or any other user is also referred to as a gadget (hereinafter referred to as "Content").

Termination of the licence means termination of the Blimp and its Content too.

The Software automatically put the Contents that you create in the Blimp, the Blimp and the Contents will be displayed via the Interface located at <http://www.blimpme.com/mobile>, the users of the Interface will see the Blimp depending on their location and the search keywords that they have entered, they will be able to see your adverts and compare it with other BlimpMe! users.

II Content

You understand that You can only post and share, in the Blimp, Contents that You have created on and from the Internet.

You understand that You post and share your Content in the Blimp under your sole responsibility and represent that You own all the rights to this Content, or have obtained the necessary authorisations in order to use and share said Content.

III Proprietary rights

BlimpMe! retains exclusive ownership of all proprietary rights (including intellectual property rights) with respect to the Software, the Site, the Blimp and the Interface excluding all Contents posted in the Blimp. Under no circumstances shall download or use of the Software mean transfer of any ownership interest in the Software. It is not permitted to make any unauthorised use of the Software and/or the Site without written authorisation from BlimpMe!.

BlimpMe! does not claim any ownership of proprietary rights (including intellectual property rights) in any of your Contents or any Third Party Content, except for the gadgets posted and/or created by BlimpMe!.

Therefore, You remain the sole owner of any Content posted by You in the Blimp and You accept full responsibility associated with such ownership.

IV Free Licence granted to BlimpMe!

You expressly grant BlimpMe! the right to, directly and indirectly, use, reproduce, distribute, duplicate, copy or modify any of your Contents and/or any posted derivative works in connection therewith and/or any information provided (such as email address) for both commercial and non-commercial purposes without BlimpMe! being liable to any payment, indemnification or compensation of any kind to You. You understand that you may not request any payment from BlimpMe! for posted Contents.

Although the Blimp provides you tools to manage your adverts alone, You expressly grant BlimpMe! the right to manage posted Contents in the Blimp. Such management may include reproducing, copying, publishing, distributing, modifying or removing said Contents.

You expressly grant BlimpMe! the right to reproduce trademarks, trade names, service marks, logos, domain names or any other identifying signs or images attached to such Contents.

These rights are granted to BlimpMe! free of charge and may be sublicensed by BlimpMe! at its sole discretion to its trading partners.

V Registration and Conduct

You must register at the Site to get and use the Software. Once your registration has been validated, you will receive an email giving You your login and password to use the Software and your Blimp managing tools.

You understand that this information is confidential and shall never be given to other parties since they would then be able to create Content in the Blimp.

To access and use the Software, you must be legally capable of entering into a binding agreement in your home country.

You understand that some Third-Party Content might be seen as offensive by some and might be inappropriate for individuals under the age of 18.

You also acknowledge that the activity of submitting or sharing your Content may involve risks of liability and You make certain that your Content (regardless of You being the Content's author or not) continuously conform (both when first submitted and throughout its availability in the Blimp) to the present Terms of Use and all applicable laws. You understand that BlimpMe! does not exercise any control over submitted Contents and declines all responsibility or liability in relation to their communication to the other users.

You understand and agree that You are not authorised to post in the Blimp any Content created from secured websites containing personal data and to which You log in by entering your own personal username and password. BlimpMe! declines all responsibility or liability in relation to such unauthorised posts in the Blimp.

The Site does record the IP address of users that submit Contents and/or various references to them. Although, as a principle, such IP addresses are kept confidential and are never communicated to any third party, BlimpMe! reserves the right to make such information available to competent authorities upon request.

As a prerequisite to using the Software and navigating on the Site and on the Interface, You :

- a. agree not to submit, post, share or otherwise transmit any Content which is unlawful, obscene, harmful, threatening, defamatory or hateful or that contains objects or symbols of hate, or invades the privacy of any third party, or which is otherwise obnoxious;
- b. represent that you have the lawful right to submit, disclose, post, share or make accessible to the other users any of your Contents (your content shall not violate any of the confidentiality or fiduciary obligations you might have), which implies that You shall make certain that none of your submitted Contents infringe the intellectual or proprietary rights of any third party (including, but not limited to, copyrights,

- trademarks, service marks or patent rights) or violate the right of privacy or publicity of any public or non-public persons;
- c. agree not to interfere or attempt to interfere in any manner with the proper workings of the Software and/or Site and the Interface nor engage in any conduct or post any content that would interrupt, destroy, limit or more generally harm the Blimp and/or the Software, including by using viruses, malicious computer code, programs or files;
 - d. agree not to reproduce, copy, sell, or commercially use in whole or in part, the Software and/or Site;
 - e. agree not to adapt, translate, make available, distribute, vary, modify, disassemble, decompile, reverse engineer or combine the Software with any other software;
 - f. agree to download the automatic updates each time you use the Software.

VI Responsibility and Warranty

BlimpMe! shall not be held responsible for any direct or indirect damage or loss (including, but not limited to, loss of goodwill, profits, contracts, anticipated savings, data) suffered by any user or third party and related to the use of the Software or to the use of the Site, the Blimp or the Interface.

You accept that You will be held responsible for any direct or indirect damage or loss suffered by any user or third party as a result of the use of any of your posted Contents in the Blimp.

You understand that the Software is delivered “as is” without warranty of any kind (continuity, quality of service, etc) from BlimpMe!. Indeed BlimpMe! will provide no guarantee of technical support services to You in connection with the Software and/or Site.

BlimpMe! is only bound by a best effort obligation to correct bugs or defaults of the Software and/or Site.

VII Relationship between You and BlimpMe!

You and BlimpMe! are not legal partners or agents, but are independent contractors.

VIII Third Party Software

IX Entire Agreement

The present Terms of Use constitute the entire agreement between You and BlimpMe! and shall supersede any prior agreement.

X Applicable law

The present Terms of Use and your relationship with BlimpMe! are governed by the French laws.

XI About BlimpMe!

“BlimpMe!” is the trade name for NAÏS INFORMATIQUE & TELECOM (the “Company”) within the scope of its activities consisting in distributing the Software and publishing the Site, the Blimp and the Interface.

NAÏS INFORMATIQUE & TELECOM is a private limited liability company (a French *société à responsabilité limitée*) with a registered share capital of 18, 000.00 €, having its registered office at 4 rue Louis de Broglie, 22300 Lannion (France) and registered with the Guingamp Registry of Trade and Companies under registration number 483.913.513.

The Site's director of publication is the Company's managing director.

The Site and the Interface are hosted by **OVH**, a simplified limited liability company (a French *société par actions simplifiée*) which has its registered office at 2 rue Kellermann, 59100 Roubaix (France).