

**Terms and Conditions**  
**Online video creation and production service**

**[www.youvea.com](http://www.youvea.com) –2009 May**

**Article1: Purpose**

These Conditions are intended to define the terms and conditions under which Nevisto Company, (hereinafter "Nevisto") provides its customers with the service from the site whose URL is [www.youvea.com](http://www.youvea.com), or any other URL Nevisto intend to replace it, or any other URL from which it would offer this service, even from third party websites, including all or part of the white label service of Nevisto, an offer delivery service for the production of online videos (hereinafter the "Service") including features of composition of messages by the client, processing functionality by an automatic process such messages in videos (hereinafter "the videos") and features making available videos to score composed with such messages.

Compositions of different types of messages are proposed (the "Compositions types"), to give each one or more scenarios for these videos compositions (hereinafter the "models" or "scenarios"): Video with presenters, Video images Discussed different scenarios of music videos based on scripted sequences of photos, videos, slideshows commented, ...

These Conditions set out the terms of use by a customer of services offered online by the company NEVISTO.

Access to the service NEVISTO and provision of benefits paid or free are conditioned by the acceptance of these terms and conditions governing the relationship of society NEVISTO with its customers, beneficiaries of the service as described above. These general conditions and provisions specified in accepted purchase order shall prevail over any other document that could be invoked by the client. Any proposal by the company NEVISTO is exclusively governed by these Terms.

The client acknowledges having been informed prior to any command-line service offered by the company NEVISTO. In particular for fees by ticking the checkbox "I accept the general conditions of sale" or phrase translated into another language with the same meaning, the customer confirms to have read and accepted all provisions of these conditions General. If the customer does not accept these conditions, it can not use the services of the company NEVISTO.

These general conditions are available upon request at 02.96.48.27.02 (telephone number of the company's headquarters NEVISTO) and free consultation on the site whose [www.youvea.com](http://www.youvea.com) Publication Director is Mr. Ghislain Moncomble, resident in that capacity at the company's headquarters NEVISTO. Sites [www.youvea.com](http://www.youvea.com) [www.nevisto.com](http://www.nevisto.com) and are the property of the company NEVISTO whose headquarters is 5, rue de Broglie to LANNION (22300).

Any order placed to the company NEVISTO by one of the 2 sites above, or by using any Internet sites or from the white label service, necessarily implies, as an essential and determining the acceptance without reservation, or provided by the customer, prices and conditions set forth in these Terms, notwithstanding anything contrary contained in the documents from the client.

Any stipulation to the contrary or different from these general conditions shall be subject to a written agreement of the company NEVISTO. The fact that the company NEVISTO not immediately invoke one of the contractual provisions, including those provided for in

these conditions can not be interpreted as taking its share of implied waiver to invoke or to enjoy later.

In case of failure by a user of these Terms, Nevisto reserves the right to remove access to this Service.

Nevisto the name is a trademark with the French patent service INPI under number 05 3341199.

## **Article2: Service**

### **2.1 Description of Service**

The company is not Nevisto an audiovisual production company, but offers a patented software which allows implementation without human intervention to make videos from the information provided by users and depending on the scenarios selected by users .

Specifically, the service allows customers to order the automatic creation of a video according to a model previously selected by the customer, or automatically according to the customer, among other content provided or chosen by the customer. The video will be produced through the implementation of the software above and from the type of content or images and photos - and videos and - or text supplied by the customer depending on type choice ((hereinafter "Specifications" of the video to produce). To assist the customer in his choice of model and type of composition, Nevisto to view for different couples "Model - Membership type" an example of video produced by this couple "Model - Membership Type ".

It is stressed that the videos corresponding to a command do not exist prior to the order. Any order placed by a customer corresponds to an order Nevisto spent for the provision of video production based on information supplied by the customer. The inclusion of this command involves the implementation by Nevisto production facilities specifically for this command.

The functionality of the processing messages composed by the customer according to the composition type videos are automated.

They particularly in the case of videos made by incorporating text messaging client, using said components of speech that have the particularity to vocalize the words before it in accordance with the rules of pronunciation of the language used. To take account of particular words in proper names from foreign languages and have kept in terms of usage rules of pronunciation of another language, Nevisto can be made available for each message to vocalize a table to write next words such exceptions to the rules of pronunciation in the language the correct pronunciation should be applied. Attention is drawn to this particular point on the first page of the catalog of models and types of composition proposed in the case of models using a speech synthesizer. Access to the online service offered by the company NEVISTO is available 24 hours on 24 and 7 on 7 days except in cases of force majeure or maintenance interventions. Force majeure means any event outside, compelling and unpredictable preventing any party to perform the obligations imposed upon it under the contract or making the performance of their duties unreasonably expensive.

In case of difficulties of access to service, service assistance [www.youvea.com](http://www.youvea.com) is available by mail [contacts@youvea.com](mailto:contacts@youvea.com) 8 hours from Monday to Friday 18 hours.

The company hosts NEVISTO not the content of ads, messages and all information sent by the client. The company does NEVISTO and can not exercise any control over the quality, safety, legality, the legal capacity of the client, the truth or accuracy of items posted by the client.

The company NEVISTO will not unilaterally change the service to pay except those imposed by technological change. In this case, the changes necessitated by technological

developments will not lead to any increase in price or deterioration of quality of service.

Orders for delivery of video achievement made directly from Nevisto site or from sites including all or part of the service video production brand Nevisto white (in this case, the references to Youve service. com may not be visible).

Payment for fees is offered online through a particularly secure solutions proposed payment by the company Paypal. In a few cases that were duly reported to the client, payment by check is accepted; In cases where this option is not displayed, only the online payment is accepted.

The Service allows for a price depending on the model chosen by the customer, or alternatively calculated dynamically based on the estimated duration of the video production, get a video for this model and generated from the content provided by the Composition according to customer type of the model. Nevisto allows the customer to obtain the video corresponding to the model of his choice at a fixed price shown in euro at the date of the order by the client and stored in the order when paying.

For customers residing in foreign countries, prices in dollars rather than euros may be indicated. This price is calculated using a conversion rate periodically updated by Nevisto, without this necessarily reflects the daily changes or over shorter periods, too, in exchange rates. The price and currency are stored in a database at the command, and subsequent changes to that order taking n'impactent not have the price paid by the customer.

Before the order to pay for video production as specified by the client, the client must have read and accepted general conditions of society NEVISTO by clicking the button provided for that purpose

Prior to the order of a video production as specified by the customer, the customer must indicate on the form provided therefor email that will be sent a confirmation message indicating the references of the transaction and also a message for releasing the video, once it is produced according to customer specifications. Entering an email address is required. The customer is solely responsible for the accuracy of the email address entered.

Transactions will be charged based on the cost of the model expressed in euro or dollar conversion, effective on the date of the transaction (the date corresponding to the days of the order of the video according to the specifications provided). Prior to the order of a video production as specified by the customer, the customer must indicate on the form provided therefor a login and password that will retrieve the video produced by its specification, a After the production of this video effective. Entering the ID and password are required. The customer is solely responsible for the accuracy of the ID and password. Nevisto can in no way be held liable for any omission by the customer or his ID and his password. This ID and password will allow the client to connect to the website whose URL is [www.youvea.com](http://www.youvea.com) (or any other URL Nevisto intend to replace it), or on any site at which the service is offered in white label on a dedicated web page from which to retrieve the video corresponding to its specifications by downloading, once it occurred.

In case of loss or theft of personal items on the identification, the customer will choose a new password and a new login and notify the company NEVISTO by mail or e-mail following: company NEVISTO, 5 rue de Broglie to LANNION (22300) or through the mail contacts' ate [youvea.com](http://youvea.com).

Some options offered to the customer, eg the production of DVDs, or variant of postcards DVDs, but also to determine, by country of residence of the customer if the bill must be proposed in another currency than the euro are asked to specify the address of the client or customer.

When command execution video was made by a client and duly paid by the client in accordance with the pricing for the order, Nevisto implements the device to produce a video in accordance with the specifications and content provided by Customer, in time

consistent with those listed in Article 3 of these Conditions of Sale.

Once the video made from the contents of the Customer and in accordance with the specifications of the customer, an electronic message (email) is returned to the client, a message warning the client of the availability of video and includes a link (URL), enabling client to retrieve his video for download. This may require authentication of the client when it is positioned to the address indicated by the email. In other cases, the link includes a mechanism for automated authentication of the client, in order to simplify the recovery of his video. Another message contains the invoice relating to the provision, if that has not already been provided.

The email address to which the message is sent electronically (email) client that is provided by the client when creating an account, or a modification of his account by the client.

The recovery time of the video by the customer is time-stamped. The customer has a deadline set in Article 3 to get its video download.

All videos made using the Service are produced and communicated to the client or the client to "windows media video" of Microsoft (video files with extensions ". Wmv). The company may propose Nevisto videos other types of video format, but not through this service.

#### Quality of our video productions

Nevisto attaches great attention to the quality of videos produced by the Service. By default, they are either produced in sizes of 800 \* 600 video, or in the standard dimensions required for DVDs. Optional for some models, we allow customers to set the dimensions of videos to produce according to our technical possibilities.

The quality of the videos may be tainted by various factors, including the main ones being the quality of information provided by customers during the definition and composition of the message. A number of issues of quality of information are mentioned but not limited to Article 7 of these conditions of sale. In any event, Nevisto invented or corrects any of the information provided by the client and enter the future composition of the video (text with spelling mistakes will keep the spelling, a small photo dimension used for video and large to be enlarged in the format of the video and become a poor quality, ...).

The term video is in its technical definition: File format video, regardless of the visual graph of the video itself in its consultation. An example video is provided for each model to show the customer the type of video to be produced.

Each video produced by Nevisto can be read by a video player software on the market (commonly referred to as "video player"). In our case, the videos are produced to windows media video format (extension. Wmv), videos can be played by different players supporting this format (if the dimensions of the video allow some players taking into account only videos small), or after conversion and re-encoding or be read by other video players, or be sent to various Internet sites for sharing video if they accept such video, and covered under the respective conditions of use and recovery of the video sharing websites video.

#### Complementary service

To meet customer demands, service Youve includes a provision for sending a video produced to the accounts of a client request through the Service to the account previously informed the client on different platforms video sharing property of Third herein.

This automated service at the request of a client and the account (s) that client is neither a benefit nor a distribution of housing provision from Nevisto the Service Youve.

For each of these platforms, the client must specify the username and password for his account on this platform. Nevisto guarantees each customer that his use of such information is limited to send videos produced by the client within the Service, if the customer will benefit and when that customer requests, to the exclusion of any other

use.

The client must also specify the minimum information required by these platforms, such as the title of the video description ...

The benefit is limited to Nevisto when enabling the dissemination of a client to send the video in question to the customer's account on other platforms he said.

Nevisto, does not guarantee the proper implementation of this provision, for whatever reason, for example without being exhaustive breakdown of the temporary platform third target, a refusal of the latter to host the video customer, an account or off wrong, ... In case of failure of the transmission to one or more of the platforms required by the customer, no new transmission can not be claimed.

No claim will be required to Nevisto in the event of failure of partial or full implementation of this benefit.

If successful in at least one of broadcasts requested by the customer service Youve allow the client to consult the results of this shipment (URL of the video on each target platform, ...).

#### Free delivery included in the service

To assist the customer in his choice of scenario, Youve service allows you to create and produce short videos for free, including the limitation in terms of duration (usually 30 seconds, but this value is not binding) and dimensions is described in the interface of the service Youve. The mode of production and recovery of its video customers is identical to that of the benefits of production - video production fee described above in connection with the Service.

A second benefit is free to send the free video produced on one or two most video sharing platforms Terce herein. This benefit is identical to that described above in the context of fees, particularly about the lack of responsibility Nevisto in the event of partial or complete failure of this benefit.

This automated service at the request of a client and the account (s) that client is neither a benefit nor a distribution of housing provision from Nevisto the Service Youve.

## **2.2 Equipment required for access to the Service:**

Access to the Service shall:

- Either directly from a website whose URL is <http://www.youvea.com> access, or a URL for access depending on the site or site [www.nevisto.com](http://www.nevisto.com),
- In the case of the service offer video production white label proposed by Nevisto from our website offering white-label service, usually from a URL depending of the site offering the service mark in Nevisto white. The range of white label service of Nevisto characterized by the possibility that site to put its banner, its screen, or even its title, there was usually no way to visually identify that the service and is hosted by Nevisto proposed under the colors of the website (unless you check the code pages). In such a case, the service can be used Nevisto without references to or Youve Nevisto be visible users visually speaking.

The Service is accessible from a PC, which is installed Explorer 6 or later, with Microsoft ® Windows ® 98 Second Edition, Windows ® 2000 or Windows ® Millennium Edition or Windows XP (excluding operating systems Windows ® 95, Windows 98 First Edition and Windows NT ® 4.0), including at least one processor running at 450 megahertz (MHz) or higher, the Intel Pentium III or equivalent RAM 64 megabytes (MB) or higher and a 16-bit sound card or video card and thousands of colors or more. A disk space of 10 megabytes (MB) maximum will also be available for the recovery of the video corresponding to the specifications of the customer.

Nevisto can in no way be held liable for death, loss, damage, including any damage likely to affect the equipment as described above.

Access to the Service is provided on a permanent basis subject to periods of maintenance and maintenance operations for updating the servers and their exceptional interruptions.

### **2.3 Language:**

The only languages used in the provision of service are the French. However, in order to facilitate the use of the service for customers who do not speak French, the websites of the service may be at least partially translated. Attention is drawn to the need of the French language especially for the acceptance of these Conditions of Sale.

### **Article 3: Power and Delivery**

3.1 The client after authentication is on the site Nevisto or create an account, then after having made up its contents depending on the composition and type depending on the chosen model chosen to produce video, can place an order.

The customer must include a valid email address and a username and a password. This information will be necessary for the client to retrieve the video corresponding to its specifications when it occurred.

3.2 The order will be taken into account by that Nevisto

- Once the customer confirms having read and accepted the Terms and Conditions,
- To the fee, once Nevisto be obtained from the PayPal payment confirmation for the customer's order in case of online payment, once Nevisto has received and cashed the check for the exact amount of order in other cases.

3.3 Taking into account the command to start the processing of video production according to customer specifications. The production of a video using our process is near real time for video size and quality standard (30 seconds to 30 seconds of video to video in 800 \* 600). But the time needed to produce the video and then making it available to a customer depends on the type of video model chosen by the customer and the number of requests for videos to be addressed Nevisto. Nevisto can not guarantee any production time and availability of the video to the specifications of the customer and can not under any circumstances be liable for a period deemed too high by the client.

However, Nevisto reserves the right to communicate on the site whose URL is [www.nevisto.com](http://www.nevisto.com) average time on the production and availability of videos. It is understood that the average period of production and availability of videos is not a commitment to produce Nevisto all its videos in the average time published.

In all cases, however, Nevisto committed to produce and communicate to the customer by mail the video according to the specifications of the order within a maximum of 24 hours working days, and in the times of days.

The days are Monday, Tuesday, Wednesday, Thursday and Friday, excluding public holidays in France.

The times these days are from 8 am to 18 pm on the evening of the days.

The security of production and communication by mail to the customer of the video within a maximum of 24 hours is only valid for an order placed the days indicated above in the times indicated above, days and times as those of France Metropolitan. Customers and users of the countries or geographic areas with a time difference compared to metropolitan France must take into account the possible time difference with respect to France to see if they are of the times covered by the warranty.

For example, there is no guarantee of time of maximum of 24 hours for an order placed in France any day to 19 hours.

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In all cases, however, Nevisto committed to produce and communicate to the customer by mail the video according to the specifications of the order within a maximum of 24 hours working days, and in the times of days. The days are Monday, Tuesday, Wednesday, Thursday and Friday, excluding public holidays in France. The times these days are from 8 am to 18 pm on the evening of the days.

So that the maximum period of 24 hours from the moment of consideration of the order, the provision of service by Nevisto begins immediately after this moment of consideration of the order, or in all cases heard before this period of 24 hours pre city. The video will then be manufactured according to specifications provided by the user prior to being communicated.

The moment of departure for calculating the maximum production is the actual payment of the delivery of video production, or upon receipt of confirmation of payment by Paypal in the case of online orders (usually a few seconds after the online payment), or upon receipt of payment in case of payment by check. To avoid any disputes, we horodatons in our databases that moment of departure.

We also horodatons now sending to the customer at the customer, the electronic message (email) for providing the video corresponding to the order. Attention is drawn to the fact that the guarantee of maximum of 24 hours is calculated between the moment of the actual order (payment) and the sending of mail available to the video produced in accordance with the requirements of the customer and not in relation to the reading or recognition of this mail by the customer or user.

3.4 Once the video corresponding to the specifications produced, a message is sent to the email address specified by the customer at the time of its registration, preventing the client message is for the video to meet its requirements and indicating the URL youvea site on which it can recover after its authentication by video download.

It is clear that the message of preventing the release of the video can be sent to the email address specified by the customer at the time of his registration if the holder of the email recipient meets the conditions receiving the content, ie also of the equipment referred to in paragraph 2.2 and the memory of his email is full. In case of failure of receipt Nevisto will in no way be held responsible if these conditions were not met.

It is also clear that the videos produced and responding to customer specifications can be of substantial size, the client can retrieve the video if its equipment referred to in paragraph 2.2 has memory available disk sufficient. If sufficient recovery related to an insufficient storage capacity on the equipment of the customer, Nevisto will in no way be held responsible if these conditions were not met.

It is also clear that the time needed to retrieve video by the customer depends on the speed of available Internet connection that the client will use to connect to the site's URL Youvea.com allowing it to recover its video download. Nevisto can in no way guarantee a period of recovery or quality of the connection of the client and in no way be held liable for the time taken by the client to retrieve the video or download any cuts related to the quality the Internet connection used by the client.

#### **Article 4: Fees and payment**

Prices are denominated in euros.

For customers residing in foreign countries, prices in dollars rather than euros may be indicated. This price is calculated using a conversion rate periodically updated by Nevisto, without this necessarily reflects the daily changes or over shorter periods, too, in exchange rates. The price and currency are stored in a database at the command, and subsequent changes made to this command do not vary, therefore the price paid by the customer.

The recording and transmission of data and the customer to the company NEVISTO youvea.com on the service are free.

Within 24 hours on business days after receipt of the order confirmation for services paid by the company NEVISTO, it prepares and sends its bill in electronic format to the client to the email address provided by him. The customer agrees to receive invoices NEVISTO in electronic format only. To receive a paper copy of the invoice, the customer agrees to be informed about what to send an email to that effect at the site of the company

NEVISTO to the following address: 5 rue de Broglie, 22300 Lannion.  
Because of the consistency of the time, the bill is usually communicated to the customer at the same time as the video produced according to customer specifications.  
The bill is based on the current rates at the date of issuance of the order.

Rates vary depending on the types and compositions Models. They are displayed in the catalog of Membership types - models that displayed before the customer enters an order, or for the videos that the rate varies according to their duration, are calculated and displayed dynamically based on the estimated duration of the video generate, then kept at the order confirmation.

The price for the video to make is recalled in the form validation including these terms and conditions.  
The price includes the delivery of video production according to customer specifications. There are no other costs, and in particular no shipping costs.

NEVISTO company reserves the right to change its tariffs to provide service. The price is still valid for the current order. In case of confirmation of order, it is stored associated with the order to avoid any impact on an order related to a subsequent evolution of tariffs.  
If you change its rates by Nevisto, the change will be effective 30 days after being posted on the site [www.youvea.com](http://www.youvea.com) affected by the update.

The service requires the use of a secure payment solutions offered by the company Paypal. In a few cases that were duly reported to the client, payment by check is accepted; In cases where this option is not displayed, only the online payment is accepted.  
The Service allows for a price depending on the model chosen by the customer, or alternatively calculated dynamically according to the estimated duration of the video production, get a video for this model and generated from the content provided by the Composition according to customer type of the model. Nevisto allows the customer to obtain the video corresponding to the model of his choice at a fixed price shown in euro at the date of the order by the client and stored in the order when paying.

## **Article 5: Terms relating to music**

The service offered by Nevisto includes, for the control of a video produced by a model chosen by the customer, the opportunity for him to choose music from a list of music proposed by Nevisto youvea.com on the order of illustrate his video as musical sound, either alone or in a band sound voice.

The music offered under the service offered by Nevisto are the property of the company Audiostud + SARL, RCS 424 277 499, whose registered office is at 235 Route Roussigny - 91640 JANVRY.

The company Audiostud + SARL granted a license to the company Nevisto SA, allowing the company to incorporate SA Nevisto "music of Audiostud +" without any rights SACEM, SCPP, SCPA, for example sound (or musical band musical sound ) videos made on behalf of its clients.

Customers who purchased one or several videos produced by the service hosted on the site www.youvea.com in the present,, video (s) incorporating one or more "music Audiostud +, are allowed to use their" Video " for use that these customers want to do, but excluding any distribution of their video "as part of a broadcast on national television. Customers who purchased one or more videos by Nevisto SA as part of this service, video (s) incorporating one or more "music Audiostud +", are not permitted to use or attempt to market the music only Following such a non-exhaustive extraction of this or these songs from the video produced by Nevisto SA and then eventually burned on different media such as DVDs is not exhaustive.

## **Article 6: Obligations of Nevisto company**

Nevisto establishes the necessary facilities for the smooth running of the Service. It takes the necessary measures to maintain continuity and quality of service. The proper functioning of the Service may be provided with the equipment in accordance with technical specifications described in Section 2.2 hereof. The Service can implement the system software for video production processing of content supplied by the customer and then allow the client to retrieve the videos download.

The Service does not offer the customer or to any other customer service: In particular, the Service offered by Nevisto does not provide for storage of videos produced. However, a reasonable conservation of videos is included in Service to enable the client to retrieve the video corresponding to its Specifications. This period is 7 days (168 hours) from the date of dispatch of electronic message made available to meet its video specifications to the email address specified by the client in his registration form Beyond this period, the video meets the specifications of the customer will be removed from servers Nevisto and can therefore be recovered by the client.

The days are the days normally worked by the company Nevisto, ie 8 hours from Monday to Friday 18 hours.

Nevisto will in no way be held responsible by the customer of the unavailability of the video meets its specifications if the customer is trying to retrieve the video beyond the period of 7 days (168 hours) from the date of sending e-mail message for releasing the video to meet its specifications to the email address specified by the client in his registration form.

The retention period for videos produced within the Service offered by the company Nevisto to allow the client to retrieve the video corresponding to its specifications is reduced in the one case: When the customer gets download the corresponding video to its specifications before the deadline for conservation of this video. In this case, the video meets the specifications of the customer will be removed from servers Nevisto once the customer has downloaded the video. Nevisto will in no way be held responsible by the

customer of the unavailability of the video meets its specifications if the customer is trying to retrieve the video after downloading it to a 1st time, the date of download by the client to this video is stored Nevisto and by doing both.

Nevisto The company is responsible for the entire service, except for uses of content and messages provided by the customer and as a component of the video once it occurred, which is the responsibility only to the client.

Responsibility for NEVISTO can in particular be involved in the following cases:

- In case of contamination by viruses and / or intrusion into the computer system customers by third parties via the Internet access service;
- conduct customer offender, including the Code of intellectual property, literary and artistic, Trademark Law, Law of the personality and rights of others, rights;
- Troubleshooting equipment and / or network whose origin is simply because the client
- In case of force majeure,
- In case of use by the client not compliant with the provisions of these terms
- In case of legal proceedings against the client because of the use, constitute an infringement of the Service provided by NEVISTO.

In any event, NEVISTO remains foreign to all disputes which may arise the client to third parties at the present.

NEVISTO can not be held responsible if the data supplied by the customer are incorrect or if they have not been updated by it.

The example of small-format video offered to the customer to help him in his choice of model and type of composition is made from property NEVISTO content. Any reproduction of these videos is forbidden and subject to prior authorization of the company NEVISTO.

The provision of other content (text and / or images - pictures) by the client and the choice of another size resulting video will give a video animation entirely separate from that provided as an example.

The examples are only representative of one of the results achieved by applying torque (Model - Membership type) to content provided and do not constitute a commitment to results. They can not therefore be compared and / or similar to those obtained by other content.

Responsibility for NEVISTO can not be engaged as such by the customer and whatever the content provided.

The functionality of processing messages such compounds in the compositions according to the customer type videos are automatic and may in particular make use of said components of speech that have the particularity to vocalize the words before it in accordance with the rules of pronunciation of the language used. To take account of words, especially proper nouns from foreign languages and have kept in terms of usage rules of pronunciation of another language, NEVISTO provides for each message to vocalize a table to write next words such exceptions to the rules of pronunciation in the language chosen, the correct pronunciation should be applied.

Attention is drawn to this particular point on the first page of the catalog of models and types of composition proposed.

Responsibility for NEVISTO can not be initiated by the customer if he did not when the supply of its text content used in the message said vocalizing the words whose pronunciation does not respect the rules of pronunciation of the language he has chosen for his message, and / or has not for each of those words, the pronunciation indicated that he wished to see applied in the table designed for this purpose and contained in the forms of composition of message under or next to the heading of the message to vocalize.

Other information supplied by the customer and necessary for the production of videos by the Service may be problems of quality produced video. For non-limiting example,

photos of poor quality, inadequate or size (small photo for a large video) remain of poor quality in the video output, a text subtitle provided with spelling errors will keep the errors in the subtitles of the video produced ...

In the event that a claim on the failure or default of a delivery of content paid by the client was justified under the traces connecting and systems made by NEVISTO and due to failure of the means NEVISTO responsibility, it is committed to its charge to a new video of the animation if NEVISTO still at the date of receipt of customer's specifications as to the requested video animation or if no longer NEVISTO those specifications on the date of receipt of the complaint, to propose to his office to produce a new animated video for the new specifications of the customer according to a model and an equivalent Type Composition those objects to the claim. This is the only remedy to which a client is entitled to the exclusion of any particular claim for damages.

## **Article 7: Obligations of the client**

7-1 services company NEVISTO are reserved for people legally able to purchase contracts in french law. The services offered by the company NEVISTO are not available to minors under 18 years.

Any person who does not meet these conditions will not use the services of the company NEVISTO. The same customers who are no longer allowed to use the services of the company NEVISTO or if their account has been temporarily or permanently suspended. Any person who has not previously accepted the contents of the general conditions of society NEVISTO can not use the services provided by it online.

7-2 The customer agrees to use the Service in accordance with these Conditions of Sale .. The customer is solely responsible and only the case of the holder of the email address of the recipient and in particular the agreement on it to receive messages indicating the availability of the video meets the specifications of the customer once it made, the responsibility of Nevisto can not be sought under this heading.

7-3 The client expressly agrees and guarantees that title to Nevisto at the composition of messages to be transformed into videos on the principles of Service:

- Do not compose messages to be transformed into videos on the principles of Service, contrary to public order or good morals, racist, insulting, xenophobic revisionist, defamatory or in general contrary to the laws and regulations ,
- A respected in the composition of such messages the rights of others, including: personality rights (such as image rights, right to privacy), trademark rights, rights of Copyright and Neighboring Rights
- To have all the necessary rights or permissions on all content that comprises or uses (texts or images or photos) within the Service, Customer warrants particular Nevisto to hold the rights copyright and intellectual property or on the content it uses.

o Background on Copyright: Copyright is the protection afforded to some original works, be it text, images, music, etc.. The holder of a copyright has the exclusive right to reproduce, distribute and create works inspired by his work. Thus, if a customer copies an original photo or the text of the announcement of another person if he or copy text or photos from any other source, it may violate the copyrights of others, including those covered and protected by a deposit COPYRIGHT. The person concerned may, if so, request the cancellation among others of a video based on these protected materials. Nevisto neither keeper of videos produced by the Service, or hosts such videos, the customer having to produce a video as part of the Service must ensure availability of all copyrights for the detention of its video, and use including in terms of hosting platforms Third, he wants to do.

- Do not use or transmit composition at posts content that contain or may contain viruses or programs that destroy data. The customer also agrees to reasonably verify that the content he uses do not contain viruses or programs that may include disrupting the operation of the Service or cause any harm to other users of the Service or Nevisto.

7-4 The client expressly agrees and guarantees that title to Nevisto when using videos made by the Service as specified by the customer. The customer is solely responsible both for the use he made or will make the video made using the Service: The responsibility for Nevisto is not responsible for the any of those videos that uses achieve the customer and in any field.

Without excluding other remedies, the company NEVISTO reserves the right to temporarily or permanently suspend the registration of the client, terminate and cease to provide services in the following cases:

- If the client violates any or all of these terms and conditions or documents incorporated therein by reference;
- NEVISTO if the company is unable to verify or authenticate any information and / or personal data that the customer provides, and the customer does not respond to requests for authentication.

- NEVISTO if the company believes that the actions of the client may engage the responsibility of the customer or the company NEVISTO;
- if personal data transmitted by the client are to be included in the list is not exhaustive as outlined in Article IX of these general conditions.

### **Article 8 – Rules of the Internet**

The customer accepted the characteristics and limitations of the Internet and in particular recognize:

- The customer is solely responsible for the use he made of the information. Accordingly, the company NEVISTO not be held because of an express or implied, as civilly liable to the customer any direct or indirect damages arising from the use of that information;
- is aware of the nature of the Internet, in particular its technical performance and response times for consulting, querying or transferring information;
- the communication by the client's personal identification or generally any information considered by the client as confidential shall be made under his own responsibility;
- it is for the client to take all necessary measures to ensure that the technical characteristics of the computer allows access to information;
- it is for the client to take all appropriate steps to protect its own data and / or software from contamination by viruses circulating through the site.

Customer acknowledges the validity and evidential value of electronic records and exchanges made by the company NEVISTO and agrees that such records are the same probative force that a written order signed by hand.

### **Article 9 – Intellectual property**

All elements of one of the 2 websites and [www.youvea.com](http://www.youvea.com) [www.nevisto.com](http://www.nevisto.com) as well as software components used by other sites as part of an offer white label of all or part of the provide Nevisto are the exclusive property of the company NEVISTO and, as such, protected by the provisions of the Intellectual Property Code.

The customer or the visitor agrees not to reproduce, represent, in whole or in part, any content presented on any of the above 2 sites, or on Internet pages used by other sites in the context of offer white label of all or part of the provision of Nevisto, except the express written consent of the company NEVISTO.

The servive is protected by the patents

### **Article 10: Personal data**

The information collected by the company NEVISTO with the client will only be processed by computer for accounting purposes, statistics, management and commercial Nevisto handles information about users with the utmost confidentiality in accordance with the law of 6 January 1978 relating to data, files and freedoms.

- According to Article 34 of the Act mentioned above, the customer is informed that personal information marked as mandatory on the forms and collected through the Service are required to use it. The customer is responsible for the data it provides in connection with the use of the Service.  
These data users are intended exclusively for Nevisto and its contracting partners for the purposes of execution of this contract.  
In accordance with the Data Protection Act of 6 January 1978, users have at any time a right of access, rectification and opposition to their personal data. To do this they need to connect to the web pages corresponding to their account or profile in the range of services offered by Nevisto, after being authenticated using the login and password provided via the registration form during their enrollment, and change the information.  
In all other cases, they can write to Nevisto to the following address:  
Nevisto SA, 5 rue de Broglie, 22 300 Lannion, specifying the purpose of their request.

The customer's personal information must not, including, but not limited to:

- to be false, inaccurate, misleading;
- be fraudulent;
- infringe copyrights, the rights of patent, trademark rights, the secrets, other intellectual property rights, rights of literary and artistic property, the right of disclosure or privacy of third parties ;
- n'enfreindre no law or regulation (including, without limitation, those governing consumer protection, unfair competition, discriminatory practices or false advertising);
- be defamatory, libelous or slander;
- be discriminatory or incite violence or racial hatred, religious or ethnic;
- contain obscene or pedophiles;
- contain viruses, Trojan horse, time bomb or other programs designed to damage or surreptitiously intercept any system, data or personal information;
- the responsibility of the company NEVISTO or result in the loss of the benefit of all or part of service providers NEVISTO society, including providers of Internet services;
- offer services or provide hyperlinks to direct or indirect goods or services;
- be prohibited by these terms.

### **Article 11 - Amendments**

The company NEVISTO may have to modify these terms and conditions. The client is encouraged to seek these terms at each order.

If modified, new conditions will be binding on the customer for orders placed after their release, including one of the 2 websites and [www.youvea.com](http://www.youvea.com) [www.nevisto.com](http://www.nevisto.com)

The amendments to these terms and conditions are effective 30 days after being posted online and sending an e-mail to customers who requested. During this period of 30 days, the client may notify its refusal of the amendments, in which case this contract, and therefore the right of the client to use the services of the company NEVISTO, will expire at the end of such period of 30 days.

These conditions can not be otherwise amended except by a written contract signed by both parties.

The date of effect of recent changes to the terms and conditions is 15 May 2009.

### **Article 12: Confidentiality**

NEVISTO company guarantees the confidentiality of information provided by the customer at its command, which can not be any distribution to third parties.

[www.nevisto.com](http://www.nevisto.com) The site was the subject of a declaration to the services of the CNIL (déclaration n ° 1194314).

All personal data collected on the sites and [www.youvea.com](http://www.youvea.com) [www.nevisto.com](http://www.nevisto.com) are treated with the strictest confidence and used only as part of the service video production company of NEVISTO.

**Article 13: Termination**

In case of violation by the customer of one of its basic obligations, the company NEVISTO reserves the right to suspend immediately and automatically providing the Service and / or terminate this contract by simply sending a letter with acknowledgment of receipt after a formal notice sent by registered letter with acknowledgment of receipt without reply for a month or without notice, in case of repeated infringements on the rights or intellectual property models.

All monies owed to the company by the customer NEVISTO become immediately due.

**Article 14: Assignment**

This contract was concluded in consideration of the same client, it undertakes any assignment or transfer of the contract, in any form whatsoever to a third party without the prior approval of the company NEVISTO.

**ARTICLE 15 - MISCELLANEOUS PROVISIONS**

Any claim or dispute must be submitted in writing to the following address: NEVISTO SA, 5 rue de Broglie, 22300 Lannion.

In the event that a claim on the failure or default of a delivery of content paid by the client was justified under the traces connecting and systems made by NEVISTO and due to failure of the means NEVISTO responsibility, it is committed to its charge to a new video of the animation if NEVISTO still at the date of receipt of customer's specifications as to the requested video animation or if no longer NEVISTO those specifications on the date of receipt of the complaint, to propose to his office to produce a new animated video for the new specifications of the customer according to a model and an equivalent Type Composition those objects to the claim. This is the only remedy to which a client is entitled to the exclusion of any particular claim for damages.

**Article 16: Applicable law**

The contract with the customer by the receipt by the NEVISTO the confirmation of the customer's order is subject to these terms and conditions. This contract is subject exclusively to the french law and jurisdiction of French courts which will decide on all disputes which may arise between the parties on both the interpretation of these general conditions and the execution hereof.

Nevisto Company is registered in the Register of Guingamp under No. 480 381 821, and have its headquarters 5 Rue De Broglie Lannion 22300 in Brittany – France.