

GENERAL TERMS OF AGREEMENT

DISCLAIMERS	1
1. APPLICATION OF GENERAL TERMS OF AGREEMENT	2
1.1. Service description, notice and engagement.....	2
1.2. Definitions	2
1.3. Territories	3
1.4. Acceptance.....	3
1.5. Evolutions.....	3
1.6. General rules of use	4
2. REGISTRATION AND CREATION OF AN ACCOUNT.....	5
2.1. General rules	5
2.2. Client Account.....	5
3. SITE SERVICES.....	6
3.1. Auctioning of new or old collection shells on the Site and the obligations of the vendor Client	6
3.1.1 Objects that cannot be sold in an auction on the Site.....	7
3.1.2 Putting authorised objects up for sale	8
1. <i>The advertisement</i>	8
2. <i>Pricing of the object</i>	9
3. <i>Sales follow up</i>	9
3.1.3 The end of the auction for authorized objects.....	10
3. 2. Purchasing new or old collection shells in the Site auction process and obligations of the Purchasing Client	11
3.2.1. Bidding and bid follow-up	11
3.2.1. The sale process	12
3. 3. Ratings and their consequences.....	13
3.4. Payment of expenses related to service use.....	13
3.5. Cancellation of a sale by the Client.....	14
3.6. Revocation right	14
4. GUARANTEE AND SITE RESPONSIBILITY	15
5. INTELLECTUAL PROPERTY.....	17
6. PERSONNAL DATA	17
7. CONVENTION ON PROOF	18
8. NOTIFICATION.....	18
9. COMPLAINTS	19
10. RESOLUTION OF LEGAL DISPUTES	19
11. MISCELLANEOUS	19
12. EFFECTIVE LAWS AND ATTRIBUTION OF POWER.....	19

DISCLAIMERS

ISC Inc., a simplified private company with only one associate, registered in the Trade Register under the number 525 184 594 on September 28, 2010, whose head offices are located **1351-3 avenue Notre Dame de Vie - 06250 Mougins** (France) represented by its General Manager.

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1. APPLICATION OF GENERAL TERMS OF AGREEMENT

1.1. Service description, notice and engagement

ISC Inc. (Hereinafter referred to as "I BID-SHELLS") is a mobile platform that allows access to auction sales services dedicated to new or old collection shells and putting buyers and sellers in contact throughout the entire world.

The User, when signing up for Services provided by I-BID-SHELLS accepts the present General Use Conditions (hereinafter referred to as "General Conditions").

The present General Conditions define contractual relations between I BID-SHELLS and the User, hereinafter jointly referred to as "Services".

Before going on line or buying a collection of shells, the User shall check the General Conditions and in particular if the sale or purchase of the object complies with the present stipulations.

1.2. Definitions

Site	The Internet auction site of new and old shell collections can be accessed at www.ibid-shells.com
User	A physical or moral person using the I BID-SHELLS services
Client	User who has opened a customer account with I BID-SHELLS
Terms of use	Designates the present contractual document relative of the use of the Services hereinafter described. The on-line version of the contractual document in force at the moment the Service is used is final between the Parties.
Identifiers	Designates the Client elements allowing him to identify himself when accessing his account when the Client uses this way of identification.
Password	Designates the personal, exclusive, and confidential code allowing, with the Client identifier, to access his Client Account when the Client uses this way of identification.
Client Account	Designates the account and Client information registered under the sole responsibility of the Client.
Shell rules and regulations	"The Convention on international commerce of wild types of fauna and flora in danger of extinction," known

	under the abbreviation of CITES or as the Washington Convention, is an international agreement between States. The purpose of this is to ensure that international commerce of animals and wild plants do not threaten survival of the species that they belong to, and can be accessed on the site www.cites.org (English/French/Spanish)
PayPal Account and Payment	System of secure online payment necessitating the opening of a PayPal account available on the site www.paypal.com

It is clearly understood by the User that the Site is a **middleman**. In this framework, it is stipulated to the User that the Site shall assume, as a service provider only in its role as a middleman, an obligation of resources only by providing a way for buyers and sellers to contact each other, as well as its role as Site administrator, excluding any other commitments or guarantees.

1.3. Territories

The site is open to all countries in the world whose legislation does not forbid generally speaking, selling or buying old or new collection shells and that complies with rules laid out in the "*The Convention on international commerce of wild types of fauna and flora in danger of extinction,*" known under the abbreviation of CITES or as the "*Washington Convention.*"

It shall be the User's responsibility to refuse to access this Site from another territory or to access this site from territories that are not a part of the CITES.

1.4. Acceptance

The User agrees to the present General Conditions when accessing this Site.

All use of services by the User thus complies completely with the present General Conditions.

The use of services imply an unrestricted acceptance, and without reserve or the General Conditions (box to be ticked during registration) by the Client. Should these conditions not be accepted when registering on line, the Client will be unable to register and use the services provided by the Site.

1.5. Evolutions

The Site reserves the right to modify the General Conditions as often as needed, as the Site evolves in technology or legislation changes, without consulting its Clients. Use of the Site and the services it proposes always comply with the most recent version of the General Conditions posted on the Site, and which can be read by the general public during use. The User is thus responsible for consulting the General Conditions as often as should prove necessary.

The Site can also modify its editorial content at any time, its services including prices at any time and without prior notification.

When using its Services, the User may also be requested to comply with any eventual rules or regulations posted on the Site which apply to services that are provided, and which may contain terms and conditions that complete the present General Conditions. All of these rules or regulations are considered as being included in the General Conditions.

1.6. General rules of use

To use the Site, the User declares he has the possibility of signing a contract, meaning that he is of legal age and is not considered as being protected as stated in article 488 of the French Civil Code.

The User will only be able to access services and his account by using his log in and his password. He will thus not communicate this data to any third parties and will protect the confidentiality of these identifiers. He agrees to inform the Site, in a timely manner, of any compromise, loss or discrepancy noticed in his registration address and/or password. The User takes sole responsibility for consequences of disclosing his log in and his password as any access to the services provided by the Site are considered as having been initiated by the User.

The User agrees to use the Site in a normal manner and to respect Internet courtesy in his exchanges.

The User agrees to not to share and conserve the confidentiality on information that he has been given, not to spread any untrue information, any unduly alarming information or gossip, true or untrue, that could harm any third parties.

The Site reserves the right to refuse to accept a User who does not comply with the General Conditions or who does not fill in correctly all information requested.

At all times, including registration, the Site reserves the discretionary right to withdraw information, modify, refuse or end the registration of a User.

The Site is under no circumstances responsible for the dependability or relevance of information given by the User. It is thus fully understood by the User that any information given and concerning sales or purchases is his sole responsibility. In this framework, the User guarantees and agrees to indemnify and hold harmless the Site for any direct or indirect damage and wholly reimburse any expenses incurred should its responsibility be questioned in particular by a third party as a result of misuse by the User as set out in the present General Conditions.

The User shall be deemed as directly responsible for objects, packaging content and services in case of legal dispute or breach of agreements applicable in any case.

In case of non-respect by the User of the present General Conditions, the Site reserves the right to refuse access and/or close either definitively or temporarily according to the gravity of acts, the Client's account, without having to justify itself, without prior notification and without any compensation for the User, including cases when auctions are on-going or have just been terminated. In this framework, the User guarantees and agrees to indemnify and hold harmless the Site for any direct or indirect damage and wholly reimburse any expenses

incurred should its responsibility be questioned in particular by a third party as a result of misuse by the User as set out in the present General Conditions.

In the framework of Site use and use of its Services, it is strictly forbidden to:

- Copy, modify, or change all or any part of the Site;
- Use these services in any disloyal or insincere way;
- Disobey the rules by not using exclusively the electronic mail box "MAIL BOX" to access Site services and giving in particular a telephone number, postal or other address, email or other means of communication;
- Use all or a part of Site functions in a way and/or aim that is against the laws and rules in full force and effect in particular in objects offered for sale and advertisements posted;
- Collect or gather data, personal or non-personal data in whatever form and for whatever reason, including names, Users and/or Clients;
- Be injurious to in any way to User rights, Clients, and/or third parties;
- Breach any legal arrangement or rule in full force and effect. The User is thus expected to perform all necessary verifications;

The Site and its administrator reserve the right to control at any time the respect of the General Conditions by all Users.

Non respect of one or another of these stipulations laid out in the present General Conditions will automatically terminate the agreement to use the Site and its Services. Any violation of the present General Conditions of Service shall allow the Site in the future to refuse to deliver services to the author of the violation in cause, without being considered as a responsibility of the Site.

2. REGISTRATION AND CREATION OF AN ACCOUNT

2.1. General rules

Services can be accessed by the User after registration on line in the Site and after he has provided all information requested to create an account. The User guarantees the Site that he shall only use its Services in a lawful manner.

Registration is free and for an unlimited length.

The registration form must be correctly and completely filled in. In this framework, the User agrees to only communicate exact, current, and complete information for which he guarantees the exactitude, sincerity and reliability. The User agrees to inform the Site in a timely manner of any change in the information concerning him.

2.2. Client Account

The User chooses a log in "pseudo" (that is not indecent, disrespectful of good manners or that does not infringe on any third party rights) as well as a password allowing him to access online services and his client account. This log in and password are strictly personal. The Client agrees to ensure the security and confidentiality of his log in and password. Should the Client become aware of

fraudulent use of his account, he shall immediately make this known to the Site and change his log in and his password.

The Client shall be considered as having been registered as soon as he receives an email of confirmation.

The Client account is an interface allowing him to access services with the "CONTROL PANEL" or with an electronic mail box "MAIL BOX" as well as data concerning his account (purchases, sales, rating) called "PERSONAL DATA".

Each Client has one exclusive and unique account. Under no circumstances can the Client have several accounts and any account opened on the Site cannot be the object of data transfer from another site, in particular concerning ratings.

Moreover, the Client preserves his sales, purchases and ratings on his account and these may not be modified nor transferred to any other account.

The Client agrees to use the account in a loyal and correct manner. The Client is solely responsible for use and management of his account, as well as all activity generated by it, including activity performed by any third party using his account.

Concerning the electronic "MAIL BOX", the Client agrees only to use this one in the context of exchanges linked to Site services. The Client, under no circumstances, can enter into direct or indirect contact, by any other means, in particular by a different email than that used in the MAIL BOX, with a User or another Client of the Site, under penalty of immediate closing of his account, including on-going auctions or auctions that have just been terminated.

The Client is informed and agrees that the Site may at any time and without any prior notification lock and/or close either temporarily or permanently his Account should General Conditions not be respected.

The account may also be closed at any moment (except when an auction is on-going) by Client request at the following address by email: ibidshells@gmail.com.

3. SITE SERVICES

The Site is an auction site exclusively dedicated to bringing together vendors and eventual purchasers of new or old collection shells.

Consulting objects that are up for sale by the user does not necessitate the creation of an account or the use of a Client account. On the contrary, putting objects up for sale or entering them in the bidding process necessitates the use of a Client account.

3.1. Auctioning of new or old collection shells on the Site and the obligations of the vendor Client

Putting a new or old collection shell on sale on the Site is legally considered as an offer. As soon as a Client (bidder) makes himself known, the vendor Client

having put the shell up for sale becomes committed and must in all cases sell the object in compliance with the present Conditions.

Putting a new or old collection shell up for sale on the Site implies complete and entire ownership of the shell in question as well as the possibility to buy or trade it by the Client.

Generally speaking, the Site reserves the right to withdraw, without prior notification, any advertisement that does not comply with the law, with public order, with public decency, with the protection of endangered species (CITES), with Site image, with attempts by the User that could possibly give rise to litigation between Users and/or Clients and to lock and/or temporarily or definitively close the account associated with the contentious advertisement including the cases where rules governing such an action were not laid out in the present General Conditions.

3.1.1 Objects that cannot be sold in an auction on the Site

This Site is solely dedicated to selling new or old collection shells. In this context, putting any other object than collection shells up for sale directly or indirectly is forbidden.

A "new or old collection shell" means that the shell is empty and the mollusc has been cleaned and belongs to one of the shell families listed on the Site search engine. In case of doubt, the Client may contact the Site using the HELP/CONTACT tab to ask for advice concerning the classification of the shell.

A new or old collection shell put up for sale must be completely natural and have not undergone any human or machine intervention that would modify it.

The User clearly understands that sale of any objects where the sale, acquisition, supply or use would not respect the law, international conventions or public decency is strictly forbidden. It is strictly forbidden to put the following objects up for sale on the Site:

- Dead animals or any living beings or parts of their bodies;
- Animal products or preparations such as taxidermy, butterflies, insects, ivory, tortoise shells, etc.;
- Plants;
- All shells considered as endangered species and that have been listed in the framework of the International Commerce Convention of Wild Fauna and Flora in Danger of Extinction (CITES) that can be accessed on the site www.cites.org;
- Shells that have been stolen;
- Shells that have been damaged;
- Shells or related objects that have been reproduced or reworked;
- Artificial shells imitating shell species;
- Shells that have been changed from their original shape or matter;
- Shells that do not respect public decency because of their shape or transformations;
- Shells that contain material or objects that are not normally found in a shell, in particular:

- dangerous or dirty material or objects;
- goods concerned by national or international rules on hazardous products such as ammunition, gases, powders, flammable, toxic, infected or corrosive material, as well as any object, which, by their nature or packaging, could possibly present a hazard for personnel driving vehicles or handling material, the environment, safety in transport vehicles, or damage other good being transported, vehicles or third parties;
- undeclared goods subject to custom duty, to control, as well as prohibited goods;
- counterfeit goods;
- drugs, narcotics and assimilated products;

Putting such objects up for sale on the Site, when directly or indirectly noticed by the Site, in particular by an alert, a report, or complaint stemming from a person, an association or an organisation, will lead to the Client account being locked and definitively closed without the possibility of Client recourse.

3.1.2 Putting authorised objects up for sale

1. The advertisement

Putting new or old collection shells up for sale obligates the Client to fill in all blanks in the SHELL'S DATA form linked to the object, which must obligatorily be accompanied by a contractual photo of this object (maximum two photos).

The object must be described as completely, clearly and exactly as possible. The true state of the object and its characteristics must be listed precisely in detail as well as accepted payment means and transport means with their price list.

A contractual photo means that the object that is put up for sale is in its true state, with a neutral or plain background so that potential buyers will be able to appreciate the quality of the object that is up for sale. Any other object or decoration, addition, or message will not be allowed on the photo, only reserved for the object up for sale. The object that is up for sale must be completely shown, with a true reproduction without addition, modification or withdrawal. Photos cannot be modified, in particular by use of photo software.

The description of the object or the contractually binding photo of the object may under no circumstances have a text not directly concerning the object, as well as any advertising text, Internet address, or contact details.

Any uncompleted form or form that does not have a photo cannot be registered in the Client account.

The description and reproduction of the object for sale legally engages the complete and sole responsibility of the Client who agrees, when putting the object for sale on line, to sell the object in compliance with a precise description

and reproduction of the aforementioned object. He shall assume all legal consequences and in particular pecuniary losses resulting from the Client who had acquired a damaged product or one that had been altered or sold under false pretences.

The description of the object as well as all photos of it may under no circumstances convey messages deemed as violent, shocking, extremist, military, religious, pornographic, xenophobic, racially intolerant, discriminatory and more generally speaking showing or inciting practices that could be seen by some populations as offensive.

The Client clearly understands that the advertisement for the object put up for sale can be modified at any time except for the legally binding photo (maximum two per object) as long as the object has not had a first bid.

Generally speaking, the Site reserves the right to withdraw, without prior notification, any advertisement that does not comply with the law, with public order, with public decency, with the protection of endangered species (CITES), with Site image, with attempts by the User that could possibly give rise to litigation between Users and/or Clients and to lock and/or temporarily or definitively close the account associated with the contentious advertisement including the cases where rules governing such an action were not laid out in the present General Conditions.

2. Pricing of the object

It is the Client's responsibility to price the object for sale at a true and fair price which will be final and conclusive as soon as one purchasing Client has made one bid on the object.

Pricing the object by the Client means determining a starting price on which bids will be made in order to start the selling process.

The minimum price in the auction is one (1) euro.

The Client agrees that the price determined for the object may **on no grounds** be modified once it has been validated by its first insertion.

The price will be in euros and US dollars with VAT included if it is applicable according to rules in full force and effect.

3. Sales follow up

The Client shall decide on the length of which the object shall be up for sale on the Site, in compliance with the following durations: 3, 5, or 7 days.

He agrees to consult his account and his mail box regularly in order to respond in a timely manner to any Client or User concerning the object he put up for sale or sales conditions.

All offers are contractually binding.

The vendor Client agrees not to distort offer and demand results by making fictitious bids or by using a third party to make fictitious bids on the object put up for sale and that aim solely at increasing the price of the object up for sale.

The Site reserves the right cancel any bidding process should it be informed that it does not comply with the law, with public order, with public decency, with the protection of endangered species (CITES), with Site image, or that attempts by the User could possibly give rise to a legal dispute between Users and/or Clients. Should the bidding process be cancelled, there is no sales contract established between the purchasing Client and the vendor Client, and the Client shall not be able to have recourse against the Site for such a decision and/or to ask for any type of compensation.

3.1.3 The end of the auction for authorized objects

The auction will be terminated at the end of the sales period chosen by the vendor Client and until the time indicated on the Site for the object put up for sale.

The Client is contractually bound by the end of the sale and must deliver the object following the conditions he himself has specified in the SHELL'S DATA section.

Should there be one or more bids that have been made at the end of the auction, the contract is concluded between the vendor Client and the purchaser Client who made the highest bid.

The Client agrees to the Site and the purchasing Client to:

- Contact the Purchasing Client using the MAIL BOX within two (2) days after the end of the auction for the object;
- Supply the object in compliance with the aforementioned modalities in the advertisement as well as the modalities given to the purchasing Client within ten (10) days after having received payment of the highest bid, plus expenses;
- Answer in a timely manner any questions posed by the purchasing Client or the Site;
- Rate the Purchasing Client within ten (10) days after having received payment for the object that was sold;
- Pay expenses related to advertising linked to the auction of the object in compliance with deadlines agreed to by the Site.

Should there be no offer for the object when the sale is terminated, the sale is deemed to have been terminated. The vendor Client can either leave the sale as is or decide to have a new sale. In this case, the vendor Client is entitled to two new insertions without payment of reinsertion expenses, other than those paid at the moment when the object was first put up for sale, with unlimited length for the two upcoming reinsertions. The Client may modify his SHELL'S DATA in particular concerning the length of the sale or the price, but may not modify the legally binding photos that were initially inserted with the object.

The vendor Client clearly agrees to assume complete responsibility for putting his object up for sale as well as any consequences that this could entail for his Purchaser, the Site, and any third party who could feel that they did not receive correct compensation including public administrations.

In the framework of auction sale services, he agrees to carry out all administrative formalities required, especially that of registering his commercial activity should that be necessary depending upon the definition of applicable laws and to comply with legal dispositions in full force and effect and pay any taxes that should become due because of this sale.

The Site reserves the right cancel any bidding process should it be informed that it does not comply with the law, with public order, with public decency, with the protection of endangered species (CITES), with Site image, or that attempts by the User could possibly give rise to litigation between Users and/or Clients. Should the bidding process be cancelled, there is no sales contract established between the purchasing Client and the vendor Client, and the Client shall not be able to have recourse against the Site for such a decision and/or to ask for any type of compensation.

3. 2. Purchasing new or old collection shells in the Site auction process and obligations of the Purchasing Client

The Site User has a search engine enabling him to facilitate his research depending on types or families of new or old collection shells he is looking for. He may consult all sheets concerning the objects put up for sale as well as all attached data.

In the framework of this use, Site elements may not be reproduced under any form whatsoever nor by any means without prior written permission from the Site.

3.2.1. Bidding and bid follow-up

The User who wants to monitor an object "WATCH ITEM" or bid "BID NOW" on an object put up for sale must create or use his account "MY ACCOUNT" as well as his associated log in and user name.

The Client who bids agrees to respect the value of this bid by entering the amount bid and by clicking on "BID NOW" which confirms the Client offer.

All purchasing offers are contractually binding.

The bid is determined by a ceiling level. This means that the Site will up the bids according to the last bid automatically, until the ceiling level bid has been reached.

The bid means that the Client has already checked and accepts all sales conditions specified by the vendor Client (including especially postage expenses that will be added to the purchase).

The Client is legally bound to respect his bid which represents a contract for him. The bid may not be withdrawn under any circumstances.

It is the Client's responsibility to check his account and MAIL BOX regularly to follow bidding on the object on which he has put up for sale. As soon as the ceiling limit has been reached, the Site sends an email to the Client that he can access via his MAIL BOX, telling him that he no longer has the highest bid on the object.

The Site under no circumstances shall be deemed responsible for the want of care of the Client in the framework of following up an object, especially if the Client did not bid the highest amount on the object or that the deadline had expired. It is the Client's responsibility to consult on-going bids in a timely manner.

The Client agrees not to distort offer and demand results by making fictitious bids or aiding the vendor Client to make fictitious bids on the object put up for sale and that aim solely at increasing the price of the object up for sale.

The Client also agrees not to try to contract either directly or indirectly or by using a third party the vendor Client so as not to have to use Site services.

3.2.1. The sale process

When the auction is finished, the purchasing Client having bid the highest amount on the object up for sale becomes the purchaser. A sales and purchasing contract is thus concluded between the purchaser Client and the vendor Client, and the purchaser Client agrees to:

- Pay the final price due to the vendor according to the price at the end of the auction within seven (7) days according to payment methods accepted by the vendor Client;
- Pay for delivery expenses according to information given in the description of the object;
- Contact the vendor Client using the MAIL BOX within two (2) days after the end of the auction for the object;
- Answer in a timely manner any questions posed by the vendor Client or the Site;
- Rate the Purchasing Client within ten (10) days after having received payment for the object that was sold;
- Assume complete responsibility for the legal aspects of the object that he purchased;
- Carry out any necessary declarations especially customs declarations or any other organisation following laws in force and effect in the country in which he resides.

The Purchasing Client is reminded that the contract that has been concluded gives the Vendor Client the right to request payment from the Purchasing Client, as well as to redress any grievances that he could be a victim of because of the non-fulfilment or delay in the execution of the obligations of the Purchasing Client.

The Site reserves the right cancel any bidding process should it be informed that it does not comply with the law, with public order, with public decency, with the protection of endangered species (CITES), with Site image, or that attempts by the User could possibly give rise to litigation between Users and/or Clients. Should the bidding process be cancelled, there is no sales contract established between the purchasing Client and the vendor Client, and the Client shall not be able to have recourse against the Site for such a decision and/or to ask for any type of compensation.

3. 3. Ratings and their consequences

Concluding a sale means that the purchasing Client and the vendor Client must give each other ratings in the "FEEDBACK" rating section, with three rating categories (positive - neutral - negative) as well as a comment allowing the Client to build himself a reputation of handling his business with due care and concerning the quality of his objects.

These ratings must be done within ten (10) days following reception of the object and complete payment of this object. These ratings will be displayed on the Client profile and thus will be made public.

The Client has the right to modify his rating of another Client with whom he has been in contact by a transaction and assumes complete responsibility for this rating and comments of which he declares to be the author. The Site under no circumstances, will be deemed responsible concerning content of these ratings as they have not been written by the Site.

This rating must be sincere and honest. It is strictly forbidden to give erroneous or false evaluations in the aim of manipulation the rating system in your favour, in particular by using several Client names.

Any negative rating must be accompanied by a comment explaining it. The Client who has received a negative evaluation has the right to contact the Client and the Site, who reserves the discretionary right, depending on whether the rating was justified or not, to maintain the rating or to withdraw it.

The Site reserves the right to immediately cancel any accounts where the Client tries to use the system abusively in order to profit himself or a third party.

The Client is clearly informed that in the case of reception of **four (4) negative evaluations**, the Client account will be immediately closed either definitively or temporarily according to the seriousness of the acts, and that the Site will be able to do this at any time, including when an auction is on-going.

3.4. Payment of expenses related to service use

Insertion fees are one (1) % of the bidding amount fixed by the vendor Client with a limit of two (2) euros.

Sales fees will be applied as a percentage and according to different price bands:

Price bands	Fees
From 0 to 100 €	4.8 %
From 101 to 300 €	3 %
Over 301 €	2 %

Payment of insertion and sales fees will be summed up in the SELLING SUMMARY and in the invoice that can be consulted in the PERSONAL DATA of the vendor Client.

The vendor Client may at any time consult and pay fees when he consults his account. Payment must take place on the 2nd of each month at the latest.

Expenses related to the use of these Services are indicated on the Site and are in euros and dollars, including all taxes. The Site reserves the right to modify these expenses at any moment.

Should payment be late, the Client account shall be blocked after two reminders sent by email from the Site to the Client. Should the Client not pay expenses to the Site, his account shall remain blocked or even definitively cancelled, including cases where the bidding process is on-going. All expenses engaged to recover amounts due including legal fees shall be entirely due by the Client whose payment is overdue.

3.5. Cancellation of a sale by the Client

The Client is not able to withdraw an object from sale that has already received at least one bid, and the auction must continue until the end of the time period chosen.

In the same way, the purchaser Client having upped a bid cannot withdraw his bid from the on-going auction.

In the framework of offer and demand, the vendor Client and the purchaser Client are linked, and any eventual cancellation of the sale shall only be possible after a reciprocal agreement between Parties without the possibility of the Site being deemed responsible should the Purchasing Client or the Vendor Client chose not to continue the sale and the obligations it entails.

It is the vendor Client and the purchasing Client's responsibility to report faulty behaviour to the system by using the rating system and contacting the Site administrator to report this behaviour.

Moreover, it is clearly understood by the vendor Client that commissions linked to the sales transaction are due in full to the Site, even if the sale has been cancelled unless there is another agreement between the Site and the Client.

3.6. Revocation rights

The professional vendor Client shall inform the consuming Client of his revocation rights, deadlines and conditions, directly on the advertisement of the product and sales conditions.

4. GUARANTEE AND SITE RESPONSIBILITY

Use of the site falls under the responsibility of the User and/or Client. The Site is provided as is and affords no guarantee for Clients and/or Users.

The Site merely gives a technical architecture to put Users and/or Clients in contact. All content as well as its classification is exclusively chosen and/or supplied by the Client(s), who thus remain the only person/people responsible for the truth and lawfulness of information, and what results from it. For technical reasons, the Site is not able to carry out any post controls.

Should a User and/or Client know of contentious or illegal content on the Site, he should inform the site as soon as possible by mail at the following address: **SOCIETE ISC - 1351-3 avenue Notre Dame de Vie - 06260 Mougins, France or by email at: ibidshells@gmail.com.**

The Site does not take part when an advertisement is posted, during exchanged between Clients, and thus can under no circumstances guarantee characteristics, content, appropriateness and/or completeness of information given. Furthermore the Site does not take part in the sale or acquisition of objects. French sales laws however, apply in the case that a demand has met an offer.

It is expressly understood that the Site has an obligation of means whose responsibility cannot be sought excepting when a fault has been duly established.

In this framework, the Site enters into an obligation to put in place all resources it has to ensure optimal conditions, and the execution of its services.

Generally speaking, the Site guarantees in no way that the services it provides will correspond to all User demands, that it will be permanently and without any interruption available, pertinent, exact and without any errors, and that its services delivered will be efficient, exact, secure and trustworthy. In this framework, the Site consequently declines all responsibility for direct and/or indirect damage caused by the impossibility of accessing service even partially, by the User.

The Site reserves the possibility of suspending Site access when it believes that an event that could possibly impact the working of the site or its integrity needs to be addressed, or the Site needs maintenance work, and this, during the entire time of the intervention. Should an intervention be planned, the Site agrees to inform the User as soon as possible on the Site home page or by any other means possible, as soon as the planned intervention dates are known, and to reduce the time the Site will not be available during the day. This suspension however, shall not engage the responsibility of the Site and shall give rise to any compensation.

The Site shall not be deemed as responsible with Users for direct damage, accessory or indirect damage or any type of damage whatever (in particular loss

of profit, interruption of activity, loss of commercial information or any other pecuniary loss) resulting from use or the impossibility to use the Site and its services.

The Site disclaims any responsibility for the use that is made of the Site and its services by Users. The Site, under no circumstances, can be held responsible of use that is made of information posted by Users about third parties. The User discharges all liability of the User, including collection and treatment of nominative data and its protection, as well as the protection of the confidentiality of exchanges and electronic correspondence.

The Site, under no circumstances, can be held responsible for resulting damage, even partial, for total or partial non-fulfilment of the obligations of the User, as well as indirect damage, even if it knew that there was a possibility of this damage eventually occurring.

At any time during the course of the proceedings, the Site shall not be held responsible in the case of indirect damage, special or accidental damage (including but not limited to damage resulting from the impossibility of accessing data, production losses, profit losses and/or interruption of the activity) linked to the use or impossibility to use the Service.

Any action against a User or a Client by a third-party shall be considered as being assimilated as indirect damage, and consequently shall not qualify for compensation.

The Site shall not be responsible and shall not be considered as having not met its obligations in the case of nonfeasance of all or a part of its obligations or disturbance in their execution, should this be due to an act of God or a User or a third-party.

The User agrees to indemnify and hold harmless the Site against any damage incurred, against any civil law responsibility tort claim filed against the Site, founded on the violation of the present General Conditions and/or any third party rights.

The Site does not assume any obligations or responsibility for lateness, alteration or other errors that could possibly take place in the transmission of shipment information from the Site when these events result from the network or the User.

The Site shall not be deemed responsible for fraudulent use by a third party of the User email address and password or his account.

The Site shall not be deemed responsible for network outage as this is not under its direct control, nor any modification, suspension or interruption of its services.

In any event, should the Site be sentenced for whatever reason, the cumulative amount of damages for which the Site could be sentenced is explicitly limited to the amounts that it has actually received in payment for its services, and this responsibility is recognized for a maximum duration of three (3) months.

The User must perform as many backups as necessary, meaning that the Site shall not be deemed responsible for data or file loss, and that the User must protect his technical and computer equipment against any type of contamination by viruses and/or attempt to hack into his computer. The Site under no circumstances, shall be deemed responsible should Site services be incompatible or present malfunctioning with some software, operating systems, or equipment belonging to the Client(s).

5. INTELLECTUAL PROPERTY

All elements that make up the Site, including the graphic charter, brand, Site domain name, data base and data are protected by copyright laws, by data base producers laws as well as intellectual property laws. Any unauthorized use of any Site elements may be seen as a violation of these laws. The Site does not grant Users any expressed or implied rights on its software, patents, copyrights, data bases and data, brands or commercial secrets concerning Site elements. Only rights to use the elements on the Site, the data base and data is granted for the length of the subscription Contract.

Unless explicit permission is given to contradict the present General Conditions, Site elements may not be reproduced under any form whatsoever nor by any means without prior written permission from the Site. In the same way, the User is prohibited from:

- Extracting via a permanent or temporary transfer a qualitative or quantitative amount of Site content on any other support whatsoever, by any means whatsoever, or in any form whatsoever;
- Reusing, by making public all or a qualitative or quantitative amount of Internet Site content, in any form whatsoever.

Exceptions: Unless specified otherwise, the User may consult, download, and print documents and information available in the part which is reserved for him and is entitled "MY ACCOUNT" on the Site when he is a Client.

Creating a hypertext link, even a simple one towards the site www.ibid-shells.com may only be done with Site authorisation, and under reservation that no confusion could exist for Internet users concerning Site identity or the origin of this information.

6. PERSONAL DATA

To use Site services, information may be requested from the User to create his account, including but not limited to, his surname, first name, date of birth, county, email address or any other sort of information. Should the User not wish to communicate this information, the Site invites him not to use its services.

The Site uses the information which it has been given to provide the User with its services and to have the User be able to opt in for communication of information concerning promotions and games, should the User decide to receive this type of information when creating his account.

The Site agrees to respect the dispositions of the Informatics Liberty Law (available on the site www.cnil.fr) for all personal data processing done in the framework of the Site services.

The User explicitly accepts that the Site process his personal data for in the framework of its services.

Personal data concerning the User transmitted and held by the Site in the framework of its activity comply with the law concerning personal data and may not be disclosed without having obtained prior written agreement from the User.

In compliance with the Informatics Liberty Law modified on 6 January, 1978, the User is able to obtain communication of his personal data, change it, update it, or clear it by using the following email ibidshells@gmail.com in the case that this data is inexact, incomplete, or obsolete.

The User may oppose, using the following email address ibidshells@gmail.com processing of his personal data for prospection or commercial actions by the holder of this personal data for analogue products or services provided by the Site.

Cookies

Cookies are small files sent to the User's computer. They may be used to conserve or remember some information such as the password or the user name so that the User does not have to enter this information each time he consults the Site. The browser may be configured to accept or reject cookies, or to notify the User that they have been installed.

For technical reasons, the User is informed that some Site services may not be available should the cookies be deactivated.

7. CONVENTION ON PROOF

In compliance with article 1316-2 of the Civil Code, the Site and Users agree to fix, in the framework of services provided in electronic commerce, rules governing proof between them in the case of legal disputes and their probative value. The following dispositions constitute the convention of proof accepted by both parties, which agree to respect the present article.

The Site and Users agree to accept, that in case of a legal dispute, email addresses and passwords used in the framework of Site use and Accounts and emails exchanged are admissible in court and prove data and facts contained within them.

The Site and Users agree to accept, that in case of a legal dispute, data and connection logs concerning their actions carried out via their Accounts are admissible in court and prove data and facts contained within them.

The Site and the Users agree to accept, that in case of a legal dispute, these documents, information and recording shall be considered as proof, in particular concerning the date and content of the offer/subscription, whatever the sum may be.

8. NOTIFICATION

All notification must be made in writing with a registered letter with acknowledgement receipt to the Site, or by any other means in which reception can be proved (DHL, Chronopost, Hybrid Registered Letter, Mail deposit, etc.) to the company address: ISC Inc. - 1351-3 avenue Notre Dame de Vie - 06250 Mougins, France. This notification shall be deemed as having been received at the Site on the first working day following its first presentation at the Site.

The Site shall respond by email to the address indicated the by Client in the framework of his Account or indication on the form within TEN (10) days after the reception date of the aforementioned notification.

9. COMPLAINTS

Any User complaint shall be addressed following the procedure described in the NOTIFICATION article to the contract signatory within EIGHT (8) days following reception of the written notification, from the event triggering the aforementioned complaint, or it will not be considered as having been made within the statutory time frame.

10. RESOLUTION OF LEGAL DISPUTES

In case of a legal dispute between a purchasing Client and a vendor Client, or between a Client and the Site, the Site agrees to act as a mediator in a timely manner in order to attempt to solve the legal dispute without going to court. In this case, the specific request must be made by using the Site HELP/CONTACT heading.

11. MISCELLANEOUS

Should one or several stipulations of the General Conditions be or become entirely or partially invalid, this shall not impact the validity of the other stipulations in the General Conditions.

Clients are informed that the Site may, for any reason, stop running the Site, sell or transfer it, without the Client(s) having any right to oppose this action.

12. EFFECTIVE LAWS AND ATTRIBUTION OF POWER

The present General Conditions are subject to due process of law in France.

The User and/or Client may at any time, consult their rights at the following sites:

www.legifrance.fr

www.cnil.fr

Any litigation concerning the validity, interpretation, use or non-use of the present General Conditions of Use of Service governing relations between Parties shall be judged by the Tribunal where Site headquarters are located (Commercial Court in Cannes / Court of First Instance in Grasse) without that adversely affecting Site rights to institute a legal action against any person who had adversely affected its rights, in a judicial body deemed competent in the absence of the aforementioned clause.