INFORMATION

General Terms of Use and Sale

Rock-Hosting SASU, a French single-shareholder simplified joint-stock company (SASU) with a share capital of €1,000, registered with the Paris Trade and Companies Register (RCS Paris) under number 800 111 957, SIRET 800 111 957 00034, intra-community VAT number FR73 800 111 957, registered office: 58 rue de Monceau – CS 48756, 75008 Paris, France (hereinafter "Rock-Hosting", the "Host" or "we"), which publishes and operates the USeed service available at useed.fr (the "Service"). Contact: support@useed.fr.

Version 2.0 – 8 November 2026. The French version is authoritative.

1. Purpose, status, contractual documents

These general terms govern the provision, by Rock-Hosting, of online data and application hosting services (the "Services"), available at useed.fr.

Rock-Hosting acts as a provider of hosting services within the meaning of Article 3(g)(iii) of Regulation (EU) 2022/2065 (Digital Services Act – "DSA"): the stored content is supplied by customers; Rock-Hosting neither selects it nor organises its dissemination to the public. Rock-Hosting is under no general obligation to monitor such content or to actively seek facts indicating illegal activity (Art. 8 DSA).

These terms, drafted in clear and simple language, are permanently available on useed.fr in an easily accessible and machine-readable format. The French version is authoritative; translations are provided for information only. Together with the specific terms of the offer, the privacy policy and the appendix "Personal data processing" (Art. 28 GDPR), they form the entire contract.

Rock-Hosting is a small enterprise within the meaning of Commission Recommendation 2003/361/EC: pursuant to Article 15(2) and Article 19 of the DSA, the obligations of Articles 20 to 28 of the DSA, specific to online platforms, do not apply to it.

Content is stored at the sole initiative of customers: Rock-Hosting does not select, edit, publicly index, recommend or promote any hosted content, and does not encourage any unlawful making available of content.

2. Definitions

Consumer	any natural person acting for purposes outside their trade, business, craft, liberal or farming activity.
Professional customer	any customer acting for purposes within the scope of their professional activity. A customer who provides an intra-community VAT number when ordering is presumed to be acting for professional purposes.
Illegal content	any information which, in itself or by reference to an activity, is not in compliance with Union law or French law (Art. 3(h) DSA).
Restriction	any measure limiting access to content or its use – removal, targeted blocking, service suspension, account termination (Art. 3(t) DSA).
Download manager	an application used to add, track and organise file transfers from sources chosen by the customer (qBittorrent and similar).
Service	storage and application hosting space made available to the customer on a dedicated server, operated by Rock-Hosting.
Console	the customer area available on useed.fr for managing the service.
Paid period	the subscription period (1 to 12 months) paid by the customer.

3. Subscription, account, ordering

The customer warrants that they are of legal age and will provide accurate and up-to-date details, including a residential address within the European Union or the EEA.

Before confirming the order, the customer may check its details (offer, total price including VAT, duration, renewal and termination terms) and correct any errors. The order is only concluded upon express validation on the confirmation button. Rock-Hosting acknowledges receipt by email containing a summary (durable medium).

Login credentials are personal and confidential; the customer is liable for any use of their account made with them. Sharing access outside the cases expressly provided for by the offer is prohibited.

4. Service description and updates

The characteristics of the offers published on useed.fr (capacities, included applications, availability) form part of the contract.

Rock-Hosting updates the services throughout the subscription period in order to maintain their conformity: security updates, patches and new versions of the supplied applications. The customer is informed of available updates from the console. If the customer does not install an optional update within a reasonable time after being informed, Rock-Hosting is not liable for defects of conformity resulting solely from that failure to install.

Rock-Hosting reserves the right to apply, without any prior action by the customer, the updates that are essential to the security, stability or continued conformity of the service (critical updates). Other updates remain optional and are installed by the customer.

Rock-Hosting does not guarantee any numerical level of availability, throughput or latency, which depend in particular on the network, the infrastructures and the customer's equipment. Technical disk redundancy does not constitute a backup: the service is not intended to be the sole copy of any content.

5. Prices, payment, failure to pay

Prices are stated in euros, all taxes included (French VAT at the rate in force). Taxable professional customers established in another Member State of the European Union who provide a valid intra-community VAT number are invoiced excluding tax (reverse charge, Art. 283 of the French General Tax Code).

The subscription is payable in advance, for the chosen period, by bank card (via Stripe) or PayPal. The invoice is available in the console.

Customers without automatic renewal receive reminder emails five (5) days and two (2) days before the due date. In the absence of payment by the due date, including where an automatic renewal payment fails, the customer is informed by email and the service is suspended the day after the unpaid due date. The hosted content is retained, then permanently deleted no earlier than six (6) days after that due date. These timeframes are indicative and no specific time is guaranteed. At any time before permanent deletion, the customer may settle the amounts due: access to the service and content is then restored. Identification and connection data are subsequently retained in accordance with the statutory periods (privacy policy).

The price applicable to a subscribed period may not be changed: any price change only applies to new subscriptions or, for ongoing contracts, from a renewal, after notification under the conditions of Article 14. The characteristics of the subscribed offer may not be reduced below those agreed.

6. Right of withdrawal (14 days)

The consumer has fourteen (14) days to withdraw from the subscription contract, without having to give any reason or incur any penalty. The period runs from the conclusion of the contract.

As the service is activated immediately, the customer may use it during this period. By way of a derogation favourable to the customer, Rock-Hosting refunds all sums paid in the event of withdrawal exercised within this period, even if the service has been used (commercial guarantee “satisfied or refunded within 14 days”).

Withdrawal may be exercised: (i) using the model form attached as Appendix 2 to these terms, (ii) by an unequivocal statement sent from a support ticket, or (iii) by any other unequivocal statement sent to support@useed.fr. Rock-Hosting acknowledges receipt without delay on a durable medium.

The refund is made no later than within 14 days, using the same means of payment as that used for the initial transaction, unless the consumer expressly agrees otherwise. If such refund proves technically impossible via the original means of payment, it is made by another means, at no cost to the consumer.

The right of withdrawal may not be abused: Rock-Hosting reserves the right to refuse a new subscription to a customer whose repeated withdrawals demonstrate an abusive use of this right (abuse of right).

7. Duration, tacit renewal and termination

The subscription is concluded for the period chosen by the customer (1 to 12 months), with no commitment. At the end of the period, it is not automatically renewed, unless the customer has activated automatic renewal: it then covers a period of one (1) month, renewed monthly, still with no commitment.

Customers without automatic renewal receive reminder emails five (5) days and two (2) days before the due date (Article 5). When automatic renewal is activated, no reminder is sent before the due date: the customer is informed by email only if the payment fails (Article 5). Automatic renewal may be disabled at any time, in one click, free of charge and without notice.

Automatic renewal may be disabled at any time, in one click, from the console (it does not amount to termination: the service remains active until the end of the paid period). The customer may terminate at any time, without notice or fees, termination taking effect at the end of the current paid period. A free feature permanently available from the console (a “terminate your contract” button) allows notification of termination.

At the end of the service, the hosted content is deleted. The customer is invited to back up their data before the end of the paid period; no subsequent recovery window is guaranteed. Identification and connection data remain retained in accordance with the statutory periods (privacy policy).

Pursuant to Article L215-4 of the French Consumer Code, Articles L215-1 to L215-3 are reproduced below:

- “Article L215-1 – For service contracts concluded for a fixed period with a tacit renewal clause, the professional service provider shall inform the consumer, in writing, no earlier than three months and no later than one month before the end of the period during which renewal may be rejected, of the possibility of not renewing the contract concluded with a tacit renewal clause. This information, provided in clear and understandable terms, shall state, in an apparent box, the deadline for non-renewal. Where this information has not been provided in accordance with the first paragraph, the consumer may terminate the contract free of charge, at any time from the renewal date. Any advance payments made after the last renewal date or, in the case of open-ended contracts, after the date on which the initial fixed-term contract was converted into an open-ended contract, shall in this case be refunded within thirty days of termination, after deduction of the sums corresponding, up to that date, to the performance of the contract. The provisions of this Article apply without prejudice to those of Article L215-4.”
- “Article L215-2 – This chapter also applies to contracts concluded between professionals and non-professionals.”
- “Article L215-3 – The provisions of this chapter are matters of public policy.”

8. Statutory guarantee of conformity for digital services

Rock-Hosting provides a digital service that conforms to the contract and to the criteria of Articles L224-25-13 and L224-25-14 of the French Consumer Code, throughout the subscription period.

In the event of a lack of conformity, the customer may require the service to be brought into conformity free of charge, within a reasonable time and without major inconvenience; failing that, they may obtain a price reduction or termination of the contract under the conditions provided by law. Any clause of these terms that would exclude or limit these rights would be deemed not written.

9. Customer obligations and uses

The customer undertakes to use the services exclusively for lawful purposes, in compliance with French and European Union law, the rights of third parties and these terms. The customer is solely responsible for the content they store, the transfers they make, the uses they make of their resources, and the security of their credentials and accesses.

The customer undertakes not to store, transfer, share or make accessible, by any means whatsoever, the following content: (1) content provoking or glorifying acts of terrorism, and any terrorist content (Art. 421-2-5 of the French Criminal Code; Regulation (EU) 2021/784); (2) pornographic images, videos or representations involving or depicting a minor, including retouched or artificially generated images (Art. 227-23 of the French Criminal Code; Directive 2011/93/EU); (3) recordings of real acts of torture or barbarity (Art. 222-1 of the French Criminal Code; Art. 5 of Law No. 2024-449 of 21 May 2024). Content disseminated for legitimate purposes, in particular documentary, journalistic, historical, judicial, medical, scientific or educational purposes, and works of fiction, is not covered; in case of doubt, the customer must refrain; (4) content provoking hatred, violence or discrimination against a person or group of persons, denying the existence of crimes against humanity, or bearing or exhibiting uniforms, insignia or emblems reminiscent of those of organisations responsible for such crimes (Art. 24 and 24 bis of the French Freedom of the Press Act of 29 July 1881; Art. R625-7 and R645-1 of the French Criminal Code); (5) content infringing copyright, related rights, the rights of database producers, designs, trademarks or patents, counterfeit products, the circumvention or neutralisation of technical protection measures and content obtained thereby, as well as information protected by trade secrets (French Intellectual Property Code; Art. L151-1 et seq. of the French Commercial Code); (6) intimate or sexual content disseminated without the consent of the person concerned and content constituting online moral harassment (Art. 226-2-1 and 222-33-2-2 of the French Criminal Code); (7) online gambling services offered without the authorisation of the French National Gaming Authority (Art. L320-1 et seq. of the French Internal Security Code).

The following conduct is also prohibited: (1) sending unsolicited communications (spam), fraudulently collecting credentials, passwords or payment data, and hosting pages imitating legitimate services for that purpose (Art. L34-5 of the French Postal and Electronic Communications Code; Art. 313-1, 323-1 and 226-4-1 of the French Criminal Code); (2) accessing or attempting to access automated data processing systems without right, hindering or altering their operation, in particular by traffic saturation, port scanning, intrusion attempts against third-party systems and impersonation of a third party online (Art. 323-1 to 323-3-1 and 226-4-1 of the French Criminal Code); (3) creating, spreading, hosting or operating malicious software and networks of compromised machines (Art. 323-3 and 323-3-1 of the French Criminal Code); (4) offering, transferring, selling, transporting or facilitating by any means drug trafficking, in particular by hosting online shops, advertisements or promotional content related to such trafficking (Art. 222-34 to 222-43-1 of the French Criminal Code; Law No. 2025-532 of 13 June 2025); (5) misuse of resources: operating the server as an exit node of an anonymisation network (in particular Tor) or as an open relay accessible to third parties, mining cryptocurrencies on shared resources, reselling, renting, sharing or making available to third parties all or part of the service, including VPN access, and consuming a manifestly abnormal amount of resources compared to fair and reasonable use; (6) using the download manager or storage space to transfer or store content that the customer is not authorised to hold, share or distribute: the customer is solely responsible for the lawfulness of the sources and transfers they make.

The customer undertakes to provide accurate, complete and up-to-date identification information throughout the contract, and not to impersonate a third party or use false details (Art. 226-4-1 of the French Criminal Code; Art. 6 of Law No. 2004-575 of 21 June 2004).

Criticism, even harsh, of Rock-Hosting's services or team is free. Insults, degrading or discriminatory remarks, threats or harassment directed at its employees, managers or partners, through any channel whatsoever, constitute a serious breach (Art. 222-17, 222-18, 222-33-2 and R621-2 of the French Criminal Code) and may lead to suspension or termination of the account.

Any breach of the obligations of this Article exposes the customer to the measures provided for in Article 10, without prejudice to any civil or criminal action Rock-Hosting may bring or any reporting to the competent authorities. The customer indemnifies Rock-Hosting against any third-party claim in connection with their content and uses. Rock-Hosting may retain the data strictly necessary to establish and handle the breach.

10. Content moderation, reporting and sanctions

10.1 Moderation policy

Rock-Hosting applies the following restrictions to content stored on its services: (i) illegal content within the meaning of Article 3(h) of the DSA, in particular that detailed in Article 9 (terrorism, sexual exploitation of minors, torture and barbarity, hatred and discrimination, intellectual property infringement, spam and phishing, computer attacks, malicious software, drugs, privacy violations, unlicensed gambling); (ii) content or uses contrary to Article 9 (misuse of resources, resale or sharing of access, inaccurate details, aggression towards the team...).

The tools used are: a public reporting form, processing of reports within 24 hours, automated targeted blocking (by file fingerprint or location address) applied only after a compliant report, with a systematic possibility of review by a natural person, and a reasoned notification of each decision. These provisions constitute the content moderation policy required by Article 14 of the DSA.

10.2 No general monitoring obligation

In accordance with Article 8 of the DSA, Rock-Hosting is under no general obligation to monitor the hosted content or to actively seek facts or circumstances indicating illegal activities. Rock-Hosting acts: (i) upon a report submitted in accordance with Article 16 of the DSA; (ii) upon an order from a competent authority; or (iii) when it has actual knowledge of the illegal nature of content, in which case it acts expeditiously to remove it or disable access to it. Checks carried out on its own initiative, including by automated means, do not deprive Rock-Hosting of the exemptions from liability enjoyed by hosts (Art. 6 and 7 DSA) and do not constitute a general monitoring obligation.

10.3 Reporting (Art. 16 DSA)

Any person may report content that is illegal or contrary to these terms via the online form or at abuse@useed.fr. To be processed, the report must include: (a) a sufficiently reasoned explanation of why the content is considered illegal; (b) the exact indication of its location (URL or technical equivalent); (c) the name and email address of the reporter; (d) a statement confirming that the reporter believes in good faith that the information and allegations are accurate and complete.

An acknowledgement of receipt is sent without undue delay. Rock-Hosting handles the report diligently, objectively and non-arbitrarily, within a target period of 24 hours, and informs the reporter of its decision and of the possibilities of redress. The reporter is informed where a decision has been taken using automated means (Art. 16(6) DSA).

Abusive reporting: presenting content as illegal with the aim of obtaining its removal, while knowing that information to be inaccurate, is punishable by one year's imprisonment and a €15,000 fine; Rock-Hosting reserves the right to forward abusive reports to the competent authorities.

10.4 Decisions and statements of reasons (Art. 17 DSA)

Any restriction is the subject of a clear and reasoned notification to the customer concerned stating: the nature of the measure and its scope; the facts and circumstances relied upon; where applicable, the use of automated means; the legal basis (illegal content) or contractual basis (breach of these terms); the means of redress: internal complaint in the console (reply within 48 hours, review by a natural person), consumer mediation, legal action.

No statement of reasons is required where the measure sanctions the customer's conduct (payment fraud, access sharing, security breach) and not deposited content, nor where the law or a judicial decision precludes it.

10.5 Proportionality

Rock-Hosting applies restrictions diligently, objectively and proportionately, with due regard for the legitimate rights and interests of the parties (Art. 14(4) DSA). Depending on gravity and repetition: request for removal within 24 hours, targeted blocking of the content, temporary suspension, or termination of the account. Termination for breach is preceded, except in a characterised emergency (grave and imminent danger, order of an authority, proven repeat offence), by a formal notice that has remained without effect.

In the event of repeated breaches by the customer – in particular several confirmed reports of illegal content despite the measures previously taken – Rock-Hosting may terminate the contract without notice or formal demand. In that case, the sums paid for the current period remain acquired as a lump-sum indemnity, proportionate to the damage suffered, without prejudice to any other action. The customer is informed of the measure and its reasons.

10.6 Orders from authorities (Art. 9 and 10 DSA)

Where a competent judicial or administrative authority orders action against specific illegal content or the provision of information, Rock-Hosting complies without undue delay, informs the authority of the follow-up given and, subject to applicable confidentiality restrictions, informs the customer concerned.

10.7 Suspicion of criminal offences (Art. 18 DSA)

Where Rock-Hosting becomes aware of information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of persons has been committed, is being committed or is likely to be committed, it informs the competent judicial or law enforcement authorities without undue delay (in particular via the PHAROS platform) and provides them with all relevant information available.

10.8 Points of contact

Point of contact for recipients of the service (Art. 12 DSA): customer console and tickets, supplemented by support@useed.fr (human response, not exclusively automated). Point of contact for authorities (Art. 11 DSA): dsa@rock-hosting.com (French / English).

11. Personal data and retention

For account management and billing, Rock-Hosting acts as data controller; details are set out in the privacy policy. For content deposited by the customer on their space, the customer acts as data controller and Rock-Hosting acts as processor (Art. 28 GDPR); the conditions are set out in the appendix “Personal data processing”, which forms an integral part of the contract.

Pursuant to Article 6-V-A of the LCEN and Decree No. 2021-1362, Rock-Hosting retains the identification data of the account holder for 5 years from the end of the contract, and connection and content-creation data for 1 year. Invoices are retained for 10 years (Art. L123-22 of the French Commercial Code).

12. Liability, backups, force majeure

Rock-Hosting performs its obligations with the care of a diligent professional, under an obligation of means. Rock-Hosting is not liable for the hosted content, for which the customer assumes exclusive responsibility, and benefits from the exemptions from liability provided by applicable law by virtue of its status as host (Art. 6 DSA).

Unless an option is subscribed, no backup of the data is made by Rock-Hosting: it is the customer's responsibility to back up their data by the means made available. Neither party is liable for failures due to force majeure within the meaning of Article 1218 of the French Civil Code.

For professional customers only, Rock-Hosting's liability is capped at the total amount paid by the customer during the twelve (12) months preceding the event giving rise to liability. This cap does not apply to consumers, and nothing in this Article limits their rights under the statutory guarantee of conformity.

13. Complaints, mediation, applicable law, jurisdiction

Any complaint must first be addressed to support via the console or at support@useed.fr; Rock-Hosting replies within 14 working days.

In accordance with Articles L612-1 and L616-1 of the French Consumer Code, the consumer may, in the event of a dispute not resolved after this prior written complaint, have free recourse to the consumer mediator appointed by Rock-Hosting: CM2C – Centre de la Médiation de la Consommation de Conciliateurs de Justice, 49 rue de Ponthieu, 75008 Paris – tel. 01 89 47 00 14 – litiges@cm2c.net – www.cm2c.net. The mediation request must be submitted within one year of the prior written complaint. The official list of notified mediators is published at economie.gouv.fr/mediation-conso. Recourse to the mediator is optional and does not deprive the customer of the right to bring legal proceedings.

The contract is governed by French law. For professional customers, any dispute falls within the jurisdiction of the courts of Paris, including in respect of urgent, protective, interim or ex parte measures. For consumers, the statutory rules of territorial jurisdiction apply, in particular the possibility of bringing the matter before the court of their place of domicile.

14. Changes to the terms, contact, miscellaneous provisions

Rock-Hosting may amend these terms for a legitimate reason (legal or regulatory change, technical or offer change). Any amendment is notified to the customer by email and in the console, at least 15 days before it takes effect, with a list of the changes. If the amendment has a substantial adverse effect, the customer may terminate free of charge and without notice within 30 days; failing termination, the new version applies. The version applicable to an ongoing subscription remains that accepted upon subscription, unless the new version is expressly accepted or imperative legal provisions apply automatically.

If any provision of these terms is declared void or unenforceable, the other provisions shall remain in force. Rock-Hosting's failure to rely on a provision shall not constitute a waiver.

Evidence agreement: Rock-Hosting's computerised records (connection logs, timestamps, orders, notifications) are admissible as evidence between the parties, in accordance with Articles 1366 and 1367 of the French Civil Code.

Appendix – Personal data processing (Art. 28 GDPR)

This appendix sets out the conditions under which Rock-Hosting, as processor, processes personal data on behalf of the customer, acting as controller, in the context of the hosting services.

Subject matter, nature and purpose of the processing: technical hosting of the content deposited by the customer (storage, making available, backup, infrastructure maintenance), on the customer's documented instructions.

Duration of the processing: duration of the subscription; content is deleted at the end of the service, then purged from backups within a maximum of 30 days, unless a legal retention obligation applies.

Types of data and categories of persons: the data deposited by the customer on their space; the persons concerned are those whose data appears in such content.

Documented instructions: Rock-Hosting processes the data only on the customer's documented instructions (including these terms); any new instruction is confirmed in writing.

Confidentiality and security: Rock-Hosting implements the security measures described in the privacy policy (encryption, restricted access, logging) and ensures the confidentiality of the data (Art. 32 GDPR).

Sub-processors: Rock-Hosting may use sub-processors (infrastructure host); any change to the list is notified to the customer, who has a right to object.

Assistance: Rock-Hosting assists the customer in responding to requests to exercise the rights of data subjects, notifies any data breach without undue delay and assists with impact assessments, insofar as possible (Art. 28(3) GDPR).

Fate of the data: at the end of the contract, the content is deleted as described above; Rock-Hosting only retains data subject to a statutory retention obligation.

Audits: the customer may request the information necessary to demonstrate compliance with the obligations of this appendix and contribute to any audits.

Appendix 2 – Model withdrawal form

Model withdrawal form provided for in Article L221-5, 7°, of the French Consumer Code. Please complete and return this form only if you wish to withdraw from the contract.

To the attention of: Rock-Hosting SASU, 58 rue de Monceau – CS 48756, 75008 Paris, France – support@useed.fr

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following hosting service (*):

Ordered on (*) / received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.