SPECIAL CONDITIONS FOR WEBSITE HOSTING SERVICES ON A VIRTUAL KIMSUFI PRIVATE SERVERS (vKS)
Version date: 25/05/2012

DEFINITIONS:

In these Special Conditions, the terms defined in the General Conditions shall have the same meanings and the following terms shall have the following meaning unless the context otherwise requires:

Configuration: the configuration of the vKS for the time being.

Content: the text, information, image, audio or video material and other data placed on the vKS by or on behalf of the Customer, including data which the Customer permits third parties to place on the Customer's vKS.

Future Configuration: configuration to be billed to the Customer at the next billing cycle.

Host server: physical server configured and administered by OVH, located in an OVH datacentre, of which the Customer's vKS forms part.

Infrastructure: a set of elements set up by OVH in the frame of Virtual Kimsufi Private Server, including the host server, the network, the bandwidth and the virtualisation.

Management Interface: the "Manager" space accessible by the Customer at https://www.ovh.ie/managerv5/ after identification with the entry of their customer ID and a correct password.

OVH Account: a billing account containing all the features and information related to billing of OVH services. The OVH account can be credited by the Customer by way of establishing a reserve of money to be used as payment for the order or renewal of services purchased from OVH. The Customer may also declare payment methods (credit card) that will allow automatic payment of its bills.

Supplier: OVH Hosting Limited, a private company incorporated and registered in the Republic of Ireland under No. 468585, whose registered office is 5 Fitzwilliam Place, Dublin 2, VAT No. 9520632R

Upgrade: operation on a Virtual Kimsufi Private Server to move from a configuration A to a configuration B. This operation causes an immediate reboot of the Virtual Kimsufi Private Server.

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vKS: is a Virtual Kimsufi Private Server, that is the virtual sub-part of the Host Server provided to the Customer with a fixed IP address as part of the VPS Hosting Services on which the Website shall be hosted for the purpose of the Virtual Kimsufi Private Server Hosting Services, whose memory and processor are shared with other virtual private servers, but which are independent from each other.

ARTICLE 1: PURPOSE

1.1   These special conditions which supplement the Suppliers
General Terms and Conditions of Service, are intended to define the technical and financial conditions in which OVH is committed to leasing and hosting on its platform, the Customer's vKS.

1.2   These special conditions shall prevail over the general conditions if any conflicts arise between these two documents.

ARTICLE 2: RESOURCES

2.1   As part of providing the Service, the Supplier provides the Customer with a vKS equipped with dedicated resources (hard disk partitions) and resources (RAM and   processor) corresponding to the host server and shared by different vKSs installed on it.

2.2   Due to the highly technical nature of the Service, the Supplier's only obligation in respect to the Services will be to make them available to the Customer in accordance with these Special Conditions..

2.3   The Suppliers server platform where the vKS is installed is available for the Customer and the general public through the Internet. Throughout the duration of the lease of the vKS, the Supplier gives the Customer access to communication methods which allow access to the Service.

ARTICLE 3: TECHNICAL SUPPORT

3.1   In addition to the Incident service set up by the Supplier (contact details available at: http://www.ovh.ie). For any technical advice regarding the use of the Service, the Supplier offers users of the Service to explain their problem on the forum available at: http://forum.kimsufi.co.uk/.

ARTICLE 4: SERVICE CONDITIONS

4.1   The Supplier provides the Customer with different vKS configurations. Descriptions are available online at http://www.kimsufi.ie.

4.2   OVH invites the Customer to check each Configuration before confirming the order. It is the responsibility of the Customer to define the configuration and the operating system that best suits its needs and expectations. Any order for a vKS is subject to payment of set up fees.

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4.3   As soon as the Supplier validates the order, the Supplier will e-mail the Customer the access codes to connect to its vKS. The Supplier also states that any vKS leased from the Supplier has a fixed IP address.

4.4   The host server as well as the vKS leased by the Customer remain the property of the Supplier.

4.5   Under this contract, the Customer is the sole administrator of its vKS. The Supplier does not intervene in the administration of the Customer's vKS.

4.6   The Supplier is responsible for the administration of the hardware and network Infrastructure as well as the administration of the Host Servers on which it is comprised and on which the Customer's vKSs are installed.

4.7   The Customer confirms they have all the necessary technical knowledge to ensure correct administration of a computer server such as a vKS offered by the Supplier, but also the knowledge on how to backup the data stored on the Service. The Customer also agrees to read the documentation made available by the Supplier and that related to the Service.

4.8   The Customer can install software themselves on the vKS. These installations are under the Customer's full responsibility, and the Supplier can not be held responsible for any subsequent malfunction on the vKS relating to these.

4.9   Traffic leaving the Supplier's network is automatically limited on a monthly basis to the quota allowed for the Configuration of vKS chosen by the Customer. The limit for the time being applicable to each Configuration is published at http://www.kimsufi.ie}. Outside of the limit applicable to the vKS, the bandwidth for the Host Server is automatically reduced from 100Mbps to 1Mbps. However, this is not guaranteed, and the Supplier's obligation is limited to using reasonable endeavours. Traffic within the OVH network is not recorded.

4.10   As part of the Service, the Customer has the right to change the configuration of their Server. For this, they must order this configuration from their management interface. This modification may occur immediately.

4.11   Billing terms applicable to Upgrades are defined in Article 9 hereof.

4.12   Whilst the Supplier will use commercially reasonable endeavours to comply with the Customer's requests to change the Configuration, the Customer acknowledges that this may not be possible due to the technicalities of the virtualisation technology.

4.13   The Supplier reserves the right to limit or restrict some features of the vKS to ensure the security of its Infrastructure. The Supplier will inform the Customer to the possible extent of establishing such blockages.

4.14   The Customer undertakes to use the Service in good intelligence.

ARTICLE 5: SUPPLIER REQUIREMENTS

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The Supplier will:

5.1.   Ensure the administration of the the Supplier's Infrastructure and Host Servers.

5.2   Maintain the Host Server in an operational state. In case of failure thereof, the Supplier will replace the faulty part as soon as possible, unless that failure is not of its making, or any other intervention that would require an interruption of service exceeding the usual time of replacement. In the latter case, the Supplier will immediately notify the Customer.

5.3.   Provide access to the Service via Internet 24 hours a day, every day of the year. The Supplier reserves the right to interrupt the server to perform a technical intervention that would improve operational functioning.

5.3.   Respond quickly to a Customer's request for intervention to incidents that do not result from server misuse by the Customer.

5.4.   Maintain the highest level of tool quality in accordance with industry practices.

ARTICLE 6: LIABILITIES OF THE SUPPLIER

OVH's liability can not be sought through any:

6.1   Fault, negligence, omission or failure of the Customer and/or failure to comply with advice given.

6.2   Failure, neglect or omission of a third party on which the Supplier has no monitoring control.

6.3   Force majeure, event or incident beyond the Supplier's will.

6.4   Stoppage in Service for any reason referred to in Article 7.

6.5   Disclosure or illegal misuse of the password given confidentially to the Customer.

6.6   Deterioration of the application.

6.7   Improper use of terminals by the Customer or their customers.

6.8   Partial or total destruction of information transmitted or stored following errors attributable directly or indirectly to the Customer.

6.9   Intervention on the Service by a third party that was not authorised by the Customer.

6.10   The Supplier reserves the right to discontinue the service if the Customer's vKS constitutes a danger to the maintenance of the security of the Supplier's Infrastructure, particularly in cases of piracy of the Customer's vKS where a flaw is detected in the security system.

6.11   The Supplier will inform the Customer beforehand, within as reasonable time as possible,

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specifying the nature and duration of the intervention, to enable them to make arrangements. The Supplier is committed to restoring the connection, provided the Customer makes the appropriate interventions and required corrections. In instances of repeated failure or for particular serious cases, the Supplier reserves the right not to reopen the vKS of the Customer.

6.12   The Supplier can not be held responsible for information, sound, text, images, form elements and / or any available data Content on the websites hosted on the Customer's vKS, transmitted or posted online by the Customer for whatever reason.

6.13   The Supplier can not be held responsible for all or part non-compliance of an obligation and/or failure of transport network operators to the Internet world and in particular the Customer's service providers.

6.14   The Supplier does not make any specific backup of data stored on the vKS of the Customer.

6.15   It is therefore up to the Customer to take all necessary measures to backup their data in case of loss or damage of the data entrusted to it, whatever the cause, including those not specifically mentioned herein.
The Supplier provides no guarantee for the consequences of the use of the Service by the Customer, particularly regarding the security and preservation of the data therein.

ARTICLE 7: CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

7.1.   The Customer agrees to have the power, authority and capacity necessary for the conclusion and implementation of the obligations set forth herein.

7.2.   The Customer undertakes to provide valid contact information for their identification: Surname, Firstname, organisation if applicable, mailing address, telephone number, email address. The supplier reserves the right to request documents, which the Customer must send within 72 hours after the request by the Supplier. Absence of requested evidence, gives the Supplier the right to suspend the Customer's services. The request by the Supplier may concern different sites hosted by the Customer.

7.3.   The Customer is acting as an independent entity and therefore assumes all risks and perils of their activity. The Customer is solely responsible for the services and websites hosted on its vKS, the Content of information transmitted, distributed or collected, its operations and updates, and all files, including address files.

The Customer, defined as host ensures that, even for free, to make available to the public by online communication services, the storage of signals, text, images, sounds or messages of any nature supplied by the recipients of these services.
In this sense only, the Supplier OVH ensures the Customer's access to their vKS to allow the Customer to store their data and that of its customers. The Supplier reminds the Customer to make all available technical arrangements for the detention and preservation of connection logs or any data which would enable the identification of anyone who has contributed to the creation of Content of services wherein the Customer is the service provider allowing the data identification of any person involved with the creation of online Content for a retention

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period of 12 months.

7.4 The Customer shall undertake to respect the rights of third parties, personality rights, rights of intellectual property such as copyrights, patent rights or trademarks. Accordingly, the Supplier will not be held responsible for the Content of information transmitted, distributed or collected or its operation and updates as well as any files, including address files and this in any capacity whatsoever.

The Customer shall not make available to the public, through sites hosted on its vKS, files or hypertext links that are in violation of copyright and / or intellectual property law.

The Customer may not use the Service for the establishment of unlocking services with the purpose of allowing the downloading of files in large quantities onto the file hosting platforms.

The Customer undertakes to pay for any license that is required when using third party software as part of the Service.

The Supplier may only warn the Customer about the legal consequences arising from illicit activities on the vKS, and releases itself from any joint liability of the use of data which is made available to users by the Customer.

The same holds whether the Customer is proven to be using the technique of spamming on the Internet, which behaviour results in discontinuance and termination of the Service without notice. The customer also may not intrude or attempt to intrude from a vKS (including but not limited to: port scanning, sniffing and spoofing).

Under these assumptions, the Supplier reserves the right to immediately and rightfully terminate the contract, without prejudice to any damages which the Supplier could claim.

7.5. The Customer alone bears the consequences of any malfunction to the vKS due to any use by its staff or any person whom the Customer has provided their password(s). Similarly, the Customer alone bears the consequences of the loss of the above passwords.

To maintain the security of the Customer's vKS and all servers on its Infrastructure, the Supplier will inform the Customer using the forum http://forum.kimsufi.co.uk/, of the availability of updated applications maintained by the Supplier, for which a security flaw has been identified. If the update of these applications is not done by the Customer following the request made by the Supplier, the Supplier reserves the right to terminate the connection of the vKS to the Internet.

Similarly, if the Supplier detects that the Customer's vKS has a security problem that would require an immediate intervention from the Customer, an email will be sent to the Customer, stating that a reinstallation is needed to maintain the integrity of the vKS and the Infrastructure. The Supplier reserves the right to terminate the connection of the vKS to the Internet, pending reinstallation by the Customer of its vKS. The Supplier is not required to operate the data transfer from the hacked system onto the new system, this manipulation must be done by the Customer. The Supplier's responsibility is limited to the

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installation of a new system.

7.6. The Customer is prohibited from sending unsolicited emails, or spam, from its vKS. Failure to comply with this requirement may result in suspension of the vKS from where the unsolicited emails originated and / or termination of the contract.

7.7 The customer acknowledges that for security reasons, some features and protocols (such as IRC or peer to peer file sharing) may be subject to service limitations. Proxy services are banned from the service.

7.8. Virtualisation technologies used by the Supplier for managing the Customer's vKS do not in any way amount to an obligation that results in expenses against the Supplier regarding the conservation of Customer data. All measures related to the backup are exclusively the responsibility of the Customer.

7.9. It is the Customer's responsibility to pay for any license or usage rights contracted with the Supplier. Otherwise, the Supplier reserves the right to suspend the Service without notice.

7.10. The Supplier reserves the right to inspect the accordance of usage by the Customer of the Service to these provisions.

The Supplier reserves the right to suspend the Service without notice, in accordance with Article 7 of the Supplier's General Terms and Conditions, in the case of non-compliance by the Customer to the Supplier's Special and General Terms and Conditions and generally to all laws and regulations in force, as well as the rights of third parties.

ARTICLE 8: DURATION OF CONTRACT AND RENEWAL OF SERVICE

8.1 By default, the service duration is shown on the order and listed on the invoice sent by the Supplier for the Customer's Service.

8.2 The Customer also has the option of subscribing to the Service through a subscription in accordance with the General Terms and Conditions of Service. In this case, the service is made for an initial period of one month that is automatically renewable for the same period.

Through its Management Interface, the Customer may switch its service at any time to subscription billing. In this case, the Service is renewed by tacit agreement for a renewable period of one month after expiry date of the Service.

ARTICLE 9: PRICES, PAYMENT METHODS AND BILLING

9.1 These rates have all taxes included. Only the rate indicated on the order published by the Supplier is the total amount payable by the Customer. Any amount due is payable in advance.

9.2 The payment methods accepted by OVH in the first order of the Service are: Credit/Debit cards, Cheques and transfers issued by a banking institution established in the Republic of Ireland, postal orders and by using the OVH Account.

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9.3   The Customer may Upgrade the Configuration of its vKS at any time with immediate effect. The Customer may Upgrade by ordering from its management interface and through its OVH Account. The base charges of the new Configuration are published at http://www.kimsufi.ie.

9.4   If the Customer's OVH Account is credited with an amount greater than or equal to the amount charged for configuration Upgrade, then this amount will be automatically debited from the Customer's OVH Account.

9.5   If the Supplier is not able to collect the amount due from the Customer's OVH Account, the Supplier will charge the Customer through one of the associated payment methods recorded when the Customer registered for its OVH Account.

       If the Supplier can not collect the amount due using the specified payment method, an email will be sent to the Customer, requesting payment of the bill within five days. If no payment takes place, the Service will be automatically suspended by the Supplier

9.6   The Customer is not permitted to downgrade the Configuration to a lower Configuration. If the Customer wishes to choose a vKS with an inferior Configuration, the Customer will have to terminate the Contract and enter into a new one for a vKS with the desired Configuration.

ARTICLE 10: RIGHT TO CANCEL

10.1   Notwithstanding the provisions of Article 12 of the General Terms and Conditions of Service, the Customer (as defined by the Protection of Consumers in respect of contracts made by means of distance communication Regulations 2001 - "**the Regulations**") expressly agrees to the immediate delivery from the validation of its order. From the validation of   payment, the Customer it has no right to cancel the Contract (or any request to change the Configuration) pursuant to the Regulations if it has requested the provision of the vKS Hosting Services in accordance with Condition 4.3 of these Special Conditions, or to a change in the Configuration pursuant to Special Condition 9.3, with immediate effect.

ARTICLE 11: TERMINATION, LIMITATION AND SUSPENSION OF SERVICE

11.1   The Contract shall commence when OVH e-mails the Customer its access codes to connect to the vKS in accordance with Condition 4.3 and, subject to the following provisions of this Condition 11, continues until the Expiry Date.

11.2. Either party may automatically terminate and without compensation the contract in case of force majeure as provided in Article 6 hereof.

11.3   In other cases, the Customer may cancel the contract by simply mailing the request to the following address: OVH Hosting Ltd., 5 Fitzwilliam Place, Dublin 2.

11.4. Without prejudice to any other rights or remedies which may be available to it, the Supplier

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shall be entitled without prior notice to the Customer to disconnect the terminal and/or suspend the vKS Hosting Services with immediate effect without incurring any liability if the Customer commits a breach of Condition 7 of these Conditions, including any activity on the Host Server by the Customer which is expressly prohibited under the Contract and/or which may reasonably be expected to give rise to civil and/or criminal liability and/or to prejudice the rights of third parties and, for the purpose of Condition 11.5(a) of the General Conditions, any breach of Condition 7 of these Conditions shall be deemed to be a material breach of the Contract.

11.4. OVH shall be entitled to terminate the vKS Hosting Services for its own convenience at any time and without incurring any liability by giving 30 days' written notice to the Customer.

11.5. The Supplier shall be entitled to terminate the Customer's access to the VKS upon notice to the Customer on the Expiry Date of the Contract and five days after the Expiry Date (or forthwith upon the termination of the Contract for any other reason whatsoever) OVH may delete the Content and any material uploaded on the VKS without incurring any liability towards the Customer.

11.6. The Customer agrees in advance that the Supplier may restrict, limit or suspend the Service offered if the Supplier receives a notice by a competent authority, administration, arbitration or judicial settlement of the notified effect in accordance with the applicable and appropriate laws.

BY PLACING AN ORDER ONLINE, THE CUSTOMER SIGNIFIES THE CUSTOMER'S UNCONDITIONAL ACCEPTANCE OF THESE CONDITIONS. If, after reading these Conditions, the Customer has any questions, they should please contact OVH at 5 Fitzwilliam Place, Dublin 2.

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