



## SPECIAL PRE-PAYMENT CONDITIONS

Version dated 31 May 2010

### **ARTICLE 1: PURPOSE**

The prepayment service consists of the Customer opening a Prepaid Account (Account) in order for the Customer to benefit from reductions by purchasing points and automated operations:

The customer buys Points which are credited to their Account. With these Points, the customer can convert these transactions in the points system.

These Special Conditions are intended to define the operating and financial conditions of the prepaid service to facilitate monetary trade between OVH and the Customer.

OVH's General Conditions of service are described on their website.

The Customer acknowledges that these Special Conditions are incorporated by reference to the General Conditions and are inseparable from the General Conditions.

The full text of these documents must be approved before any payment by the prepaid account. OVH asks the Customer to read them carefully. These Conditions constitute the entire contractual framework binding the parties.

The Customer agrees to have the power, the authority and the capacity necessary to conclude and implement the obligations hereunder.

### **ARTICLE 2: AVAILABLE MEANS**

OVH provides the computing power, security equipment and software necessary to operate the prepayment service.

OVH provides the Customer a payment interface to convert points into operations.

The Customer can convert by email as many points as their Account allows at the rate indicated.

### **ARTICLE 3: SCOPE OF SERVICE**

The prepaid service is applicable for transactions that support Points pricing. If circumstances change, OVH will inform the Customer through their website <http://www.ovh.com/fr/produits/prepaid>.

### **ARTICLE 4: TOOLS**

Use of the prepayment interface requires the Customer to have a good understanding and knowledge of the proper uses of e-mail. The email signature parameters need to be controlled so as to enable the prepayment interface to identify and authenticate the data transmitted by the Customer.

OVH provides the Customer all the information necessary for the proper use of the prepayment interface on its website.

## **ARTICLE 5: PRICE, PAYMENT**

The current rates together with the possible conversions of Transaction Points are available to consult online on the OVH site.

The price of Points is subject to change together with the equivalent conversions of Transaction Points that are associated with general price changes and operational costs.

The prepaid service allows the Points Account to be credited. OVH provides Points based on purchases. The amount of Points provided is available at the address above. These offers allow the customer to receive discounts when Transaction Points are converted.

The terms of payment (for the purchase of points) are the same as for the payment of an OVH service.

OVH provides the Customer an integrated interface in the management interface to allow the Customer to manage their Account and see their transaction history.

## **ARTICLE 6: BILLING**

The Customer will have the management interface to buy their Points and an invoice will be issued when the Points have been credited to the Customer's Account.

Transaction Point conversions will be historicized in the management interface and a confirmation e-mail will be sent to the Customer. Their e-mail serves as Proof of the Points debited to the Customer's Account.

## **ARTICLE 7: REMBOURSEMENT TERMS**

Points cannot be refunded. In case of non-completion of an order, it may be canceled and subject to acceptance by OVH, the Points will be re-credited to the Customer.

## **ARTICLE 8: CONDITIONS OF USE AND RESPONSABILITY**

OVH is committed to make every effort to ensure the permanence, continuity and quality of the prepaid service it offers and endorses this under due care and diligence.

The Customer is aware of the vagaries of the Internet. Accordingly, OVH disclaims responsibility for any consequence that results in the disruption of service or any other intrusion by a third party, independent of all other cases considered with elements characterised as force majeure, in particular the failure of communication networks.

In any event, if the responsibility of OVH were to be undertaken, the highest sum would only be the amount available on the Customer's Account at the time of notification of the claim.

#### **ARTICLE 9: MANAGEMENT OF CONFIDENTIAL DATA**

The Customer will have at all times on the OVH site, access to their account using the login and password as defined by OVH when opening their account.

The password being confidential, as stated in the hosting contracts, is preferable to be kept the same password as that which allows access to the site, in particular to avoid confusion for the Customer and for any misplaced confirmation requests.

The Customer has complete and exclusive responsibility for passwords that OVH may have subsequently provided to them. Any use made by the password and the identification of the Customer will be considered the exclusive responsibility of the Customer. The Customer is solely responsible for the security of the password and agrees not to disclose it to any third party.

If you lose or forget the password, the Customer must notify OVH as soon as possible. OVH undertakes, upon receipt, to stop access to the account with the old password, and deliver to the Customer the new login and password.

All transactions prior to warning OVH are considered to have been made by the customer who bears all the consequences and responsibility.

#### **ARTICLE 10: CUSTOMER INFORMATION AND COMPLIANCE OF SERVICE**

The Customer acknowledges having verified the adequacy of prepaid service to their needs and technical means and having received from OVH all information and advice needed to subscribe to the commitment knowingly.

#### **ARTICLE 11: DURATION**

These conditions apply as acceptance of the contract until termination of the contract provided for under Article 12.

#### **ARTICLE 12: TERMINATION**

The Customer is free to cancel these special conditions by simply sending a request by registered mail with return receipt. In this case a notice of 6 (six) months is mandatory.

The Customer will then have 6 (six) months to convert their Points Account. After this time, the Points can no longer be used. The remaining items will not be refunded (Article 7).

OVH may terminate the contract by notice sent by registered mail with return receipt. In this case, a notice of 6 (six) months is mandatory. The Customer is not prompted to do anything as the announcement of termination of the prepaid account is sufficient to qualify the termination. However, other services taking place between the Customer and OVH are not affected by the termination, unless otherwise stated by OVH.

Similarly, OVH reserves the right to suspend the prepaid account temporarily (non-determined period) or permanently without notice.

### **ARTICLE 13: OBLIGATIONS OF OVH**

OVH undertakes to exercise due care and diligence in providing a quality service that is in accordance with professional use and state of the art practices.

### **ARTICLE 14: GENERAL PROVISIONS**

The Customer agrees to accept the Special Conditions by submitting their signed contract and certifying that they are aware of the General Conditions as shown on OVH's site, and these Special Conditions.

These documents constitute the entire contractual relationship between the parties, to the exclusion of any other document.

Customer acknowledges that the mere use of the prepaid account interface provided by OVH means the full and unconditional acceptance of all of these documents. These documents are also subject to changes or developments, which will be available on the OVH website and therefore, not notified to the Customer.

To facilitate the exchange of technical orders, administrative or otherwise, concerning the management of the prepaid account, OVH offers the Customer to designate a person, other than themselves if they so desire, to contact our respective services. The person appointed will be our main contact that we will contact first (regarding prepayment) thanks to the information you provided on the Customer Sheet.

### **ARTICLE 15: RENUNCIATION AND TOLERANCE**

It was formally agreed between the parties that any acceptance or renouncement of one of them in the application of all or part of the commitments under their agreement, whatever might have been the frequency and duration, can not imply any changes to this Contract, nor generate any rights.

More precisely, no delay or inaction, abstention or omission on the part of OVH in exercising any of its rights

to the term of this Contract shall affect any such rights, nor be seen to imply on their part a waiver to exercise their rights.

#### **ARTICLE 16: APPLICABLE LAW AND JURISDICTION**

16.1 The Contract and any disputes or claims arising out of or in connection with its subject matter, including its existence and validity, are governed by and construed in accordance with the laws of Ireland.

16.2 The parties irrevocably agree that the courts of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.