



SPECIAL CONDITIONS OF COLLABORATIVE MESSAGING SOLUTIONS INDIVIDUAL ACCOUNT

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Definitions :

Account: Collaborative mail space created by the Customer and exclusively dedicated to User. Each account is based on an Exchange license and has its own storage space.

Administrator of a Domain Name: An individual who has the right to change the configuration of a Domain Name, DNS servers, etc.

Collaborative messaging: Service offering Email features, calendars, file storage space ...

Domain name: URL consisting of a label and an extension, for example «ovh.ie»

Email: Service for sending and receiving emails.

Installation fee: Fees applied to any subscription to a service and corresponding to the installation of the Service by OVH.

Management Interface: The "Manager" space that is accessible on the OVH site by the Customer after verifying their identity by inputting their customer ID and corresponding password.

OVH Site: OVH Website accessible from the Internet at <http://www.ovh.ie> through an internet access point.

Registrar: Entity approved by ICANN, that constitutes as a technical intermediary through which applications for registration of Domain Names may be submitted to the registry.

Service Activation: the Service will be activated once the Customer's payment has been validated, at which point OVH will establish the Customer's Service and will send access codes to the Customer to enable its administration.

TXT Field: TXT field is human-readable text in a DNS (Domain Name Server) record.

User: End user of a service.

ARTICLE 1: THESE CONDITIONS

These special conditions supplement OVH's [General terms and conditions of service](#) and are intended to set out the technical and financial conditions relating to the collaborative messaging service developed by OVH from Microsoft® Exchange solutions. These special conditions also set the contractual provisions applicable to the purchase and use of the Service by the Customer. Therefore, please read them carefully.

These special conditions shall prevail over the general conditions should any conflict arise between these two documents.

Please note that if you are using the Service as a Consumer you may have additional rights, which are in addition to those set out in these Conditions. Nothing in these conditions excludes your statutory rights.

ARTICLE 2: MEANS

The Service is accessible via the Internet through an Internet connection. OVH sells a developed collaborative messaging offer based on Microsoft® Exchange. The service offers both electronic messaging capabilities but also a collaborative workspace for exchanging files, setting up personal calendars, etc. As such, OVH reminds Customers that because of the highly technical nature of the Service, it shall not be liable for downtime caused by routine or emergency maintenance by OVH or occasioned by third parties.

ARTICLE 3: SERVICE DESCRIPTION

The Service is defined as an email solution based on the Microsoft Exchange solution with added functionality of sending/receiving email and sharing of resources or information in a collaborative manner among accounts created on the domain name on which the Service is installed such as, calendars, events, files, work tasks etc.

ARTICLE 4: SUBSCRIPTION SERVICE CONDITIONS

To subscribe to the Service, the Customer must have the following:

- A domain name managed at OVH for which they are the acting Administrator
- An OVH web hosting package.

OVH does not guarantee the compatibility of the Service with all available Domain Name extensions. For example, among the extensions sold by OVH to date, only the .tel extension is inconsistent with the Service. OVH recommends that the Customer checks the compatibility of their Domain Name with the Service on the OVH site.

It is imperative that the Customer is an Administrator of a Domain Name and has such administrator privileges of their Domain Name prior to any subscription to the Service. In fact, the establishment of the Service may involve some Domain Name configuration operations to ensure the correct installation of the service.

The Customer is responsible for ensuring that it complies with the provisions of this Article 4 before any subscription to the Service. Failure to comply with this Article 4 may result in OVH terminating the Service in accordance with OVH's [General Terms and Conditions of Service](#).

ARTICLE 5: OBLIGATIONS OF OVH

OVH is committed to providing with due care and diligence a quality service in accordance with good industry practice. OVH will:

5.1. Maintain in working order its technical equipment which is installed on the Customer's Service.

5.2. Provide access to the management interface and to the Customer's Service over the Internet. OVH also reserves the right to interrupt the Service to conduct a technical intervention with the objective of improving functionality.

5.3. Respond quickly to incidents which have not resulted from misuse of the Service by the Customer following a Customer's request for intervention.

5.4. Maintain tools of the highest quality in accordance with the rules and use of its profession.

5.5. Ensure Customer Data confidentiality subject to the proper access configuration by the latter related to the Service in accordance with the provisions of Article 7 hereof.

ARTICLE 6: RESPONSIBILITY OF OVH

OVH reserves the right to terminate the Customer's Service if it constitutes a danger to the continued safety of the OVH hosting platform, whether due to abnormal, malicious or fraudulent use of the Service. In this case, OVH will attempt, as far as possible, to first inform the Customer.

OVH can not be held responsible for the information content, sound, text, images, form

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elements or data of any kind available on the Customer's Service, or transmitted or posted by the Customer or the Users of its Service and this in any capacity whatsoever.

OVH can not be held responsible for total or partial breach of contract, tort, and / or failure of network transport operators and in particular the Customer's service providers.

With email, OVH can not guarantee the proper delivery of an email sent from the Service by the Customer or any User of the Service, when the message size is greater than the standard size used by service providers e-mail, which is 10 megabytes (MB).

To ensure the security of the Service or/and its operations, OVH reserves the right to limit the technical characteristics for accessing the Infrastructure including file transfer rates, access terms to the platform or block any network access or IP addresses as seen by OVH as unsafe or malicious.

OVH accepts no responsibility for any malfunction of the Service due to Customer configuration.

OVH reserves the right to suspend Service if usage does not conform with these special conditions which were set out in this document, or with the OVH terms of service, or laws and regulations in force or against the rights of third parties, or even in the case of a formal request to OVH by a competent authority. Similarly, OVH may need to access Customer data at the request of these authorities.

ARTICLE 7: CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

7.1. The Customer is acting as an independent entity and therefore assumes all risks and perils of its activity. The Customer is solely responsible for services, applications, software stored on its Service, content of information transmitted, distributed or collected, their operations and updates, and all files, including files of addresses. The Customer shall undertake to respect the rights of third parties, which includes personality rights and intellectual property rights of third parties such as copyrights, patent rights or trademarks. Accordingly, OVH will not be held responsible for the content of information transmitted, distributed or collected, their operation and their updates, including all files notably, address files and these in any capacity whatsoever.

OVH can only warn the customer about the legal consequences arising from illicit activities on the Service, and the Customer shall be held solely liable for the use of data made available to users by the Customer.

Similarly, if the customer is proven to be sending SPAM on the Internet in breach of relevant legislation this will result in an interruption and termination of service.

In the event of termination or suspension pursuant to this Clause 7.1, the Customer shall not be entitled to a refund by OVH of sums already paid.

7.2. The Customer alone bears the consequences of Service malfunction resulting from any use by members of its staff, its Service Users, or any person whom the Customer has provided one or more password(s) with the purpose of connecting to all or part of the Service. Similarly, the Customer and/or its Service Users, alone bears the consequences of the loss of the aforementioned passwords.

7.3. The Customer is solely responsible for the creation, management, administration and removal of Accounts under its subscription to the Service. They belong in that capacity to ensure the proper management of user access to the Accounts and any data stored on the collaborative workspace. The Customer is responsible in generating passwords for each Account it creates within the Service.

As such, OVH disclaims any liability for any security breaches in the Management Infrastructure or in the Accounts which are directly attributable to poor access management by the Customer.

The Customer is responsible for determining the capacity of the storage space it wishes to allocate to each account created on its infrastructure.

7.4. OVH does not backup any specific Customer data. It is the Customer's responsibility to backup its data and any potential data stored on its Service. OVH recommends that the Customer performs a daily backup on stable storage.

7.5. The Customer is responsible for ensuring that it has a good backup of its data before deleting an Account. In this instance, all the data in the Account will be deleted by OVH.

7.6. The Customer undertakes to ensure the security of their data and manage access for each of the Accounts.

7.7. OVH reminds Customers that breaches of confidentiality, data protection and related legislation and the unauthorised interception of communications, which includes hacking of Accounts, may be subject to either criminal or civil proceedings under the relevant applicable legislation.

7.8. The Customer agrees to be the Domain Name Administrator for the total duration of the Service.

7.9. The Customer undertakes not to infringe OVH or Microsoft® trademarks or other intellectual property rights. Assuming that costs would be incurred by OVH or by Microsoft®, OVH will inform the Customer will send any material evidence and the

relevant invoice. The refund of these monies will be applied to the Customer. The Customer may then adjust the sum payable by cheque in Euro.

ARTICLE 8: RIGHT TO CANCEL

If the Customer is acting as a Consumer please note that this is not an agreement that allows the Customers to cancel (unlike many agreements to which the Distance Selling Regulations apply).

Notwithstanding the provisions of Article 10 of the [General Terms and Conditions of Service](#), where the Customer is acting as a consumer please note that this Service will be provided immediately following validation of the order. On validation of payment, the Customer will have access to the management interface and the Collaborative Messaging Services and the ability to order the Accounts of its choice. Accordingly, the Customer agrees that no withdrawal right or other "cooling off" period applies to the Service and the Customer agrees to waive any applicable "cooling off" period, except if the law requires a "cooling off" period despite your waiver and even when the Service starts immediately, will not have the right to exercise their right to Cancel for any order or renewal of the Service.