

SPECIAL CONDITION OF USE OF OWO™ SERVICE (OVH WHOIS OBFUSCATOR)

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OVH SAS is a company registered in France. The registered office is 2 rue Kellermann 59100 Roubaix France. OVH SAS offers a service of preservation of information called OVH Whois Obfuscator (OWO™) for domain names registered through its services.

1. DESCRIPTION OF SERVICE

As part of its domain name registration service, OVH SAS offers its clients an optional service called Whois OVH SAS Obfuscator (OWO™). This service enables the clients, and especially individuals, to avoid publication in the "Whois" database of certain of their contact details, in order to prevent such details from being collected and misused for unsolicited commercial purposes (such as "spamming").

The OWO™ service allows individuals to disclose in the "Whois" database only their names, with all other contact details being supplied by OVH. In the case of companies, OVH SAS will only supply the email addresses for the Whois database, but they will need to disclose all other contact information.

Contact email addresses supplied by OVH SAS will be changed from time to time.

The client acknowledges that OVH SAS may be required to disclose personal information concerning the client under compulsion of law.

The service is strictly limited to domain names of gTLD type registered at OVH SAS and expire when deletion of the domain or its transfer to another registrar.

Communications sent to the client at an address or number supplied by OVH SAS will be forwarded to the client as follows:

2. OWO™ email

OVH SAS will forward messages received at the email address it has provided to the email address OVH SAS holds for the client. OVH SAS will endeavour to filter incoming emails, according to criteria determined by OVH SAS in its absolute discretion, in attempt to exclude unsolicited commercial communications, viruses, etc. but OVH SAS accepts no liability to the client in respect of any email excluded, or not excluded, during this process.

3. OWO™ postal

OVH SAS will forward correspondence received at the postal address it has provided to the postal address it holds for the client. Where such correspondence is received by registered post, recorded delivery or special delivery, OVH SAS will acknowledge receipt on behalf of the client. However, clients should note that the OWO™ service is not a tracking service, and

OVH SAS is not responsible for ensuring that any correspondence redirected via the OWO™ service reaches the client within any particular time, or at all. OVH SAS will not check with the postal carrier to ensure that correspondence has been successfully delivered to the client, and will not be liable for any loss of, or damage caused to, correspondence sent via the OWO™ service. The client assumes sole risk and responsibility for any loss or delay resulting from the use of the OWO™ service, particularly with regard to formal notices and legal proceedings.

OVH SAS reserves the right not to forward any commercial or advertising mail.

4. OWO™ Fax and telephone

The telephone number of the Customer is replaced by a French number specific to the OWO™ service and identical to all customers of this service. The OWO™ service does not forward communications received by fax or telephone. The calls or fax made to this number will not be transferred or transmitted to the Customer.

5. RESPONSIBILITIES OF CUSTOMER

Whether or not visible to the public in the Whois database, clients are required by OVH's General Terms and Conditions of Service to provide valid contact information to OVH, and to keep this information updated. In the event of incorrect details indicated by the Client, OVH SAS reserves the right to suspend the OWO™ service without any notice for all the domain names of the Customer.

Clients must not use the contact details supplied by the OWO™ service for publication on the Whois database for any other purpose. In particular (but without limiting the generality of the foregoing) clients must not disclose this contact information on their websites, or in any advertising or publicity. OVH SAS will suspend the Customer OWO™ service in case of violation of conditions of registration of the domain name for which the OWO™ service is activated.

In addition, the Customer acknowledges the right to OVH SAS to provide its information to any request from judicial authorities in particular.

Clients should also be aware that, if they use their domain name for e-commerce activities, they are required by law (Consumer Protection (Distance Selling) Regulations 2000 and Electronic Commerce (EC Directive) Regulations 2002) to provide specified information to the consumer. OVH SAS advises clients using the OWO™ service to ensure that all required information is published on their websites. The Companies Act 2006 also requires companies to disclose certain legal information, including without limitation the full company name, registration number, VAT number, registered office and email address, on their websites.

6. MODIFICATION

OVH SAS reserves the right to modify these conditions of use of OWO™ service at any time, OVH SAS therefore reminds its Customers to check regularly their management interface.

7. GENERAL PROVISIONS

7.1 Divisibility

The invalidity of any provision of these Terms of use of OWO™ Service, in particular a law, regulation or following a decision by a jurisdiction having the force of res judicata n ' not entail the nullity of the other provisions hereof which retain their full effect and scope. In this case, the parties shall as far as possible replace the void provision by a valid corresponding to the spirit and purpose of contractual conditions.

7.2 Headings

The titles of articles in the Terms of use are only intended to facilitate references and have not by themselves a contract value or particular significance.

7.3 Communications

For any exchange of information via email, the date and time of the server will proof between the Parties. This information will be kept by OWO™ throughout the length of the contract.

All notifications, communications, notices provided by the General Conditions shall be deemed to have been validly delivered if sent by registered mail with return receipt to:

- For OVH SAS 2 rue Kellermann - 59100 ROUBAIX FRANCE
- For the Customer: the address and / or e-mail he has provided.

8. APPLICABLE LAW

These Terms of use of OWO™ Service are governed by the French law. This is for the rules of substantive and procedural requirements, excluding the one hand, the rules provided for by French law, and secondly, the provisions of French law that would contrary to these Terms of Use.