

## SPECIAL CONDITIONS OF USE OF LOYALTY SCHEME

Version dated 30-May-2008

### 1. Interpretation

**Customer:** the person, firm or company who purchases Services from the Supplier.

**Loyalty scheme:** a section in the Customer's management interface that enables payment using loyalty points.

**Shared Hosting Services:** the hosting of the Website on a communal Server with other Customers of the Supplier, who collectively share the resources and space available on this server.

**Domain Name:** the unique URL which designates the location of a particular website, as specified in the Order.

**Point:** this is the reward authorised by OVH to the Customer, who has activated the loyalty scheme in the management interface. The value is stated in points.

**Hosting platform:** All materials made available by OVH necessary for the publication, maintenance and upload of the Customer website.

**Dedicated Server:** the Supplier's server at [ovh.co.uk](http://ovh.co.uk) on which the Website shall be hosted for the purpose of the Dedicated Hosting Services, and which shall have a fixed IP address assign to it.

**Web:** Network of multiple servers linked together and whose location is located in various geographical position throughout the world.

### 2. Application of Conditions

These Conditions (together with the General Conditions) shall apply to any Contract between the Supplier and the Customer for the provision of Services; and shall complete any inconsistent terms or conditions submitted by the Customer or implied by law, trade custom, practice or course of dealing. In the event of conflict between these Conditions and the General Conditions, these 2 Conditions shall complement each other.

Customer acknowledges explicitly that OVH does not participate in the design, development, implementation and the establishment of the Customer's web site and his tools for management and administration.

These special conditions will prevail over the terms and conditions if a conflict should arise between the two documents. These Terms accumulate with the general conditions of OVH services.

The simple act of opening an online loyalty scheme constitutes full and entire acceptance of the Conditions.

Customer shall have the power, authority and capacity necessary for the conclusion and implementation of contractual obligations set forth herein.

### **3. WAYS**

It is up to the Customer to activate his loyalty scheme in his management interface.

Via an Internet connection and through his management interface, the Customer can access to his Loyalty scheme at any time.

### **4. EXTENT OF SERVICE**

The loyalty program is offered to all Customers of OVH, individuals or legal entities, provided they have an active Customer account.

The Loyalty scheme service is valid at OVH UK as well as in all present and future subsidiaries. Points awarded by OVH UK can only be used when payments are made to subsidiaries of OVH and vice versa.

Upon activation of the Loyalty scheme by the Customer, any new order definitely validated will be awarded with Loyalty points. Orders prior to the validation of the Loyalty scheme will not allocate any points.

The Customer shall not transfer or exchange points between his various Customer accounts.

### **5. CONDITIONS FOR THE REALIZATION OF BENEFITS**

5.1 The Customer having validated the opening of his account, receives points awarded by OVH when sending the invoice for the subscription to new services on the OVH.co.uk website.

Each service subscribed is assigned to a number of points determined by OVH which will be credited to the Customer's Loyalty scheme when sending the invoice to the Customer by OVH.

5.2 OVH reserves the right to modify at any time the number of credits allocated to each service subscribed by the Customer, particularly in the context of promotional offers or exceptional commercial communications ...

5.3 OVH reserves the right to proceed with the withdrawal of all the points awarded at service subscription when the payment made enabling the allocation of these points has not been honoured by the Customer.

5.4 The exercise of the right of to cancel, by the Consumer Customer, in accordance with legal and contractual conditions of OVH, will mean the withdrawal of the points awarded when OVH sends the invoice to the Customer.

In the case of services purchased from these points, OVH reserves the right to deduct the points of Loyalty scheme. The Customer may then see his loyalty scheme with a debit balance corresponding to the points that had been subject to the right to cancel.

5.5 OVH is exempt from any liability for direct or indirect consequences arising out of anomalies in the functioning of the loyalty scheme, whatever their cause.

In case of problems at the points credit on the Customer's Loyalty scheme, partly due to technical failures, the Customer may not apply for credit or refund without first having contacted OVH to inform about the technical problem met. OVH after having studied the causes, will inform the Customer of the correction of his Loyalty scheme.

- 5.6 In accordance with the terms and conditions of service, it is for the Customer to take any measures aimed at the preservation of identifiers and passwords to access his management interface.

In case of loss or theft of such information, OVH can not be held responsible for the fraudulent use of the points made from the Loyalty scheme of the Customer. No refund request will be accepted.

## **6. Conditions of use of points**

- 6.1 The Customer can use the points raised during the subscription of new services on the OVH.co.uk site.
- 6.2 Customer representative of a moral person guarantees the use of Loyalty points only for the benefit of the legal person he represents and not for his personal benefit.
- 6.3 Points can be used by the Customer for all services offered by OVH without any restriction.
- 6.4 The Customer is free to pay all or part of the amount of his order with his points. He can use any method of payment accepted by OVH to complete the remaining amount corresponding to the order placed.
- 6.5 The Customer may view his remaining balance of points at any time through his management interface in the Loyalty scheme's section.
- 6.6 The points earned by the Customer can be used at any time, the non-used points do not expire except in the case of suspension of service of the Loyalty scheme predicted in the Section 6.
- 6.7 Each service subscribed will be assigned to a number of points defined by OVH, displayed on the invoice issued. The points cannot be refunded or rewarded by bank transfer or otherwise.
- 6.8 The calculation of points is carried out at the discretion of OVH.
- 6.9 The points made through the purchasing of pre-payment points are added to the capital of points awarded at the subscription of new services.

## 7. Termination, Limitations and Suspension of Service

7.1 The Customer can request the closure of his loyalty scheme by mail at the following address:

OVH LTD  
21 Dartmouth Street  
London  
SW1H 9BP

The points will be removed within a period of 30 days from the receipt of the request for termination by the Customer.

7.2 OVH reserves the right to suspend all or part of the loyalty scheme service. OVH will inform its Customers about the suspension of the Loyalty scheme service by e-mail, or by any other means of communication.

The Customer will keep his balance of points for 30 days. At the expiration of that period, it will not be possible to use the points for the subscription of new services.

## 8. Amendment

The parties agree that OVH can, by right, amend its Loyalty scheme service without any formality than inform the Customer in an online warning and / or to bear its changes in the present contractual conditions.

## 9. General Provisions

### 9.1 Divisibility

If any provision of this contract was invalid in terms of a law or a court decision became final, it would be then deemed unwritten, without causing the nullification of the contract or alter the validity of his other provisions. The fact that one party or the other does not claim the application of a clause in any contract or acquiesce to his failure, Whether it is permanent or temporary, can be construed as a waiver by that party to the rights that flow from it to the clause. In this case, the parties shall to the possible extent replace the provision set aside by a valid disposition corresponding to the spirit and purpose of these Terms and Conditions.

### 9.2 Titles

The titles of articles of the special contracts are only intended to facilitate reference and have not by themselves, a contractual value or significance.

If, after reading these conditions, the Customer has any questions, please contact OVH at: 21 Dartmouth street London SW1H 9BP or at [customersupport@ovh.co.uk](mailto:customersupport@ovh.co.uk) .

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