SPECIAL TERMS AND CONDITIONS OF COLLABORATIVE MESSAGING HOSTED EXCHANGE

Version dated 05/11/2015

ARTICLE 1: PURPOSE

These special terms and conditions supplement the Supplier's general terms and conditions of service and are intended to set out the technical and financial conditions relating to the Collaborative Messaging Service (the **"Service"**) developed by the Supplier from Microsoft® Exchange. They also determine the contractual provisions applicable to the purchase and use of the Service by the Customer.

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

The Service offers electronic messaging features allowing the sending and receiving of emails, calendars, file storage space, etc.

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 exclude your statutory rights, which are available on the OFT's website at www.oft.gov.uk.

ARTICLE 2: MEANS

The Service is accessible via the Internet through an Internet connection. The Supplier sells a collaborative messaging offer that has been developed on the basis of Microsoft® Exchange. The Service offers not only electronic messaging features but also a collaborative workspace for exchanging files, setting up personal calendars and the like. The Supplier reminds Customers of the highly technical nature of the Service, and shall use reasonable endeavours to keep downtime of the Service, whether for routine or emergency maintenance or caused by any third party, to a minimum.

ARTICLE 3: DESCRIPTION OF THE SERVICE

The Service is an email solution based on Microsoft® Exchange. Its features include the sending and receiving of emails and the sharing of resources or information in a collaborative manner between Accounts created under the domain name on which the Service is installed. Shared information may include calendars, events, files or work tasks, for example.

An Account is a Collaborative Messaging space created by the Customer and exclusively dedicated to an end user of the Service. Each Account is based on an Exchange Licence and has its own

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storage space.

ARTICLE 4: SERVICE SUBSCRIPTION AND ACTIVATION TERMS AND CONDITIONS

To subscribe to the Service, the Customer must have a domain name for which they are the Administrator. In this regard, the Customer acknowledges that they are authorised to change the configuration of the domain name, DNS servers etc.

The Supplier does not guarantee the compatibility of the Service with all available domain name extensions. For example, among the extensions sold by the Supplier to date, the .TEL extension is inconsistent with the Service. The Supplier recommends that the Customer checks on the Supplier website for the compatibility of their domain name with the Service.

The Customer must be the Administrator of their domain name before subscribing to the Service. In fact, some domain name configuration operations may be necessary to ensure that the Service is correctly installed.

The Customer is responsible for making sure that they are in compliance with the provisions of this Article before subscribing to the Service. Failing this, the Customer may request termination of the Service in accordance with the Supplier's general terms and conditions of service.

The Service is activated once payment by the Customer has been confirmed by the Supplier. At the activation stage, installation of the Service is completed and the Supplier sends the access codes required for the administration thereof.

ARTICLE 5: SERVICE PERFORMANCE TERMS AND CONDITIONS

Upon confirmation of the Customer’s payment by the Supplier, the Supplier will install the Customer's Service. It is then up to the Customer to connect to their Management Interface to configure the Service.

The Customer must specify the domain name on which they wish to install the Service and the technical configuration of their domain name.

The Customer may create Accounts on the domain names managed at the Supplier directly in their Management Interface, for which they will be invoiced or debited according to the terms and conditions defined in Article 9 hereof.

The Management Interface is a space accessible on the Supplier site by the Customer after identification by inputting their customer ID and corresponding password.

The Customer may choose between different Accounts, each of which has a list of available features. The Supplier reserves the right to add new features to an Account or to change existing features of an Account from time to time.

The Customer is responsible for determining the features that they want to assign to each of their users and for purchasing the corresponding Accounts accordingly. The Customer can acquire

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different types of Accounts on the Service.

ARTICLE 6: THE SUPPLIER'S OBLIGATIONS

The Supplier undertakes to take all due care and diligence in providing a quality service in accordance with good industry practice and the state of the art. The Supplier undertakes to:

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

6.2. Ensure access to the Management Interface and to the Service over the Internet. The Supplier also reserves the right to interrupt the Service to conduct a technical intervention with the objective of improving functionality.

6.3. Respond quickly, on the Customer's request for intervention, to incidents which have not resulted from misuse of the Service by the Customer.

6.4. Maintain their tools at the highest level of quality in accordance with the rules and practice of their profession.

6.5. Ensure Customer Data confidentiality is subject to the proper configuration by the Customer of the access consented to in relation to the Service in accordance with the provisions of Article 8 hereof.

ARTICLE 7: THE SUPPLIER'S RESPONSIBILITY

The Supplier reserves the right to terminate the Customer's Service if it constitutes a danger to the continued safety of the Supplier hosting platform, whether due to abnormal, malicious or fraudulent use of the Service. In such a case, the Supplier will attempt, as far as possible, to inform the Customer first.
The Supplier cannot be held liable for the information content, sound, text, images, form elements or data of any kind available on the Customer's Service, or transmitted or posted by the Customer or the Users of their Service in any capacity whatsoever.

The Supplier cannot be held liable for the total or partial non-compliance with any obligation, and/or failure by network service providers and in particular the Customer's own Internet access providers.

As far as emails are concerned, the Supplier cannot guarantee the proper delivery of emails 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 email service providers (10 megabytes (MB)).

To ensure the security of the Service or their proper functioning, the Supplier reserves the right to limit the technical characteristics of access to the Service, including file transfer rates and terms and conditions of access to the platform, or to block any access originating from networks or IP addresses considered by the Supplier to be unsafe or malicious.

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The Supplier accepts no liability for any malfunction of the Service due to Customer configuration.

The Supplier reserves the right to suspend the Service if usage does not comply with these special terms and conditions, the Supplier general terms and conditions of service or the laws and regulations in force, or if its usage infringes the rights of third parties, or when requested to do so by a competent authority. Similarly, the Supplier may need to access Customer Data at the request of such authorities.

The Supplier's total liability to the Customer shall be limited as set out in the general terms and conditions.

ARTICLE 8: CUSTOMER'S OBLIGATIONS AND RESPONSIBILITY

8.1. The Customer is acting as an independent entity and therefore them alone assumes all risks of their activity. The Customer alone is responsible for the services, applications and software stored on their Service, for the content of the information transmitted, distributed or collected, for the use and updating thereof and for all files, including address files. The Customer undertakes in particular to respect the rights of third parties, including personality rights and the intellectual property rights of third parties such as copyrights, patent or trademark rights. Accordingly, the Supplier cannot be held liable for the content of the information transmitted, distributed or collected, for the use and updating thereof and for any files, including address files, in any capacity whatsoever.

The Supplier may warn the Customer about the legal consequences arising from illegal activities on the Service and the Supplier shall not be liable in relation to any use of data by the Customer or by third parties to whom the Customer makes data available.

The same principle applies if the Customer is proven to be sending SPAM on the Internet, which will result in the suspension of the Service, without prior notice, and the termination of this contract.

In such circumstances, the Customer will not be entitled to a refund by the Supplier of sums already paid.

8.2. The Customer shall alone bear the consequences of Service malfunction resulting from any use by members of their staff, their Service users, or any person to whom the Customer has provided one or more password(s) for the purpose of connecting to all or part of the Service. Similarly, the Customer and / or Service users alone bear the consequences of the misuse or loss of the above-mentioned password(s).

8.3. The Customer alone is responsible for the creation, management, administration and deletion of Accounts set up within the Service. In this respect, they are responsible for ensuring the proper management of user access to the Accounts and to any data stored on the collaborative workspace. The Customer is responsible for generating passwords for each Account that they create within the Service.
As such, the Supplier shall not be liable for intrusion into the Management Interface or into the Accounts that is directly attributable to poor access management on the part of the Customer.

8.4. The Customer is responsible for ensuring that their data is duly backed up before an Account is deleted. When an Account is deleted, all data in that Account will be destroyed by the Supplier.

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

8.6 The Supplier reminds the Customer that they must comply with all applicable legislation and in particular must observe the obligations under the Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000 and the Computer Misuse Act 1990.

8.7. The Customer guarantees that they are the domain name Administrator for the full duration of the Service.

8.8. The Customer undertakes not to infringe the trademarks of the Supplier or Microsoft®. If any costs are incurred by the Supplier or by Microsoft®, the Supplier will inform the Customer of this and send the Customer the supporting documentation and the corresponding invoice. The Customer will be required to reimburse these costs. The Customer shall pay the sum in pounds sterling by card, cheque or via PayPal.

ARTICLE 9: PRICES, PAYMENT AND INVOICING

9.1. Prices

The monthly and annual prices applicable to the Service are available at http://www.ovh.co.uk.

For each subscribed Account, the Customer may subscribe for either a monthly period or an annual period.

9.2. Initial order

Payment of the initial purchase order must be made by bank card (VISA, MASTERCARD or UK MAESTRO/SOLO), bank transfer or via PAYPAL.

No other payment will be accepted or confirmed.

9.3. Renewal of the Service

Thereafter, it is the Customer's responsibility to pay for the Service by any means of payment accepted by the Supplier and made available to the Customer for the purposes of this contract.

As of the expiration date of the original selected contract duration, the contract signed by the Customer is automatically renewed for the same period. Payment is automatically made by the credit card, bank account or PAYPAL account of the Customer.
The Customer may change the renewal duration of the Service through their management interface.

The renewal of the Service only concerns Accounts that are active on the anniversary date of the Service, which are automatically renewed for the following billing period.

The Customer can however request non-renewal of one or more Account(s) within their Service via their Management Interface. The Account(s) selected will not be renewed at the end of the relevant

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9.4. Options

The Customer will be invoiced individually for every option subscribed within the Service subject to the terms and conditions applicable to the option and set out on the Supplier website. The option may be invoiced on a one-off basis, monthly or annually depending on the type of option.

9.5. Consequences of late payment

If the Customer fails to pay any amount due under the invoice by the due date specified in the invoice, the Supplier will send an email to the Customer's address indicated in the Management Interface requesting payment promptly and within no more than 8 calendar days.

If payment has not been received and confirmed by the Supplier within 8 days of this email being sent, the Supplier may suspend the Service and all Accounts subscribed within the Service.

The Customer will then have 48 hours to renew the Service. If payment is not confirmed by the Supplier by the end of this period, the Supplier will terminate the Customer's Service and destroy all data stored therein.

Any default in payment or inability to collect payments (cancellation of PayPal payment, insufficient funds, etc.) will be considered a late payment.
It is expressly agreed that, unless an extension is requested within the applicable time period and granted by the Supplier expressly and in writing, any full or partial payment default on the due date of any sum due under the contract shall automatically, without prior notice, entail the suspension of all current services of whatever nature, without prejudice to the Supplier using their right to terminate the contract stipulated in Article 7 of the Supplier's general terms and conditions of service.

Any disagreement concerning the invoicing and the nature of the Service must be expressed by email and sent to the Supplier support (customersupport@ovh.co.uk) within 5 days of the renewal invoice.

If any costs are incurred by the Supplier or by Microsoft®, the Supplier will inform the Customer of this and send the Customer the supporting documentation and the corresponding invoice. The Customer will be required to reimburse these costs. The Customer can then pay the sum due via card, PayPal or bank transfer in Pounds Sterling.

ARTICLE 10: RIGHT TO CANCEL

In accordance with the provisions of Article 10 of the general terms and conditions of service, the Customer (who is regarded as a "consumer" as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations") expressly agrees to the immediate activation of the Service once their order has been confirmed by email, and expressly acknowledges that they lose their right to cancel under Regulation 29(1) upon receipt of such confirmation. Once payment has been validated, the Customer will have access to their Management Interface and the Service and will be able to order the licences of their choice. As a consequence, and in accordance with Regulation 37 of the Regulations, the Customer shall not have

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the ability to exercise their right to cancel any order or the renewal of the Service.

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