

# SPECIAL CONDITIONS OF USE OF LOYALTY SCHEME

Version dated 29-09-10

## 1. Interpretation

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

**Loyalty Scheme:** an optional scheme run by the Supplier for the benefit of its customers (whether individuals or businesses) which enables the customers to accumulate Loyalty Points and purchase Services using such points.

**Loyalty Scheme Account:** the Customer's account showing the number of Loyalty Points accumulated by the Customer and which can be activated and operated via a section of the Customer's management interface.

**Loyalty Point:** reward granted by the Supplier to the Customer, provided s/he has opened a Loyalty Scheme Account with the Supplier.

**Internet:** Network of multiple servers linked together and which are located in various geographical location throughout the world.

## 2. Application of Conditions

2.1. 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 prevail over 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 Conditions shall prevail.

2.2. The act of activating his/her Loyalty Scheme Account via the Customer's management interface indicates the Customer's full and unconditional acceptance of these Conditions.

## 3. Activating the Loyalty Scheme Account

3.1. It is the Customer's responsibility to activate his/her Loyalty Scheme Account via his/her management interface.

3.2. The Customer shall be able to access his Loyalty Scheme Account at any time via an Internet connection and through his/her management interface.

## 4. Scope of the Loyalty Scheme

4.1. The Loyalty Scheme is offered to all customers of the Supplier provided they have an active Customer account.

4.2. The Loyalty Scheme is operated by the Supplier and by all present and future companies of the OVH Group. Points can only be redeemed with the company that has awarded them.

4.3. Upon activation of the Loyalty Scheme Account by the Customer, any new order for Services accepted by OVH will be awarded Loyalty Points. Orders placed prior to the activation of the Loyalty Scheme will not accumulate any Loyalty Points.

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

## 5. Operation of the Loyalty Scheme

5.1. Provided the Customer has validated the opening of his Loyalty Scheme Account, Loyalty Points shall be granted by OVH to the Customer at the date of the invoice for the Services.

5.2. Each Service subscribed to by the Customer is assigned a particular number of Loyalty Points, as published on the Supplier's website at <http://www.ovh.co.uk/products/loyalty.xml> from time to time, which will be credited to the Customer's Loyalty Scheme Account when sending the invoice to the Customer by OVH.

5.3. The Supplier reserves the right to modify, at any time, the number of Loyalty Points allocated to each Service subscribed to by customers, particularly in the context of promotional offers or exceptional commercial communications. Any changes will be published on the Supplier's website at <http://www.ovh.co.uk/products/loyalty.xml>.

5.4. The Supplier may withdraw the Loyalty Points awarded to the Customer in the event the Customer fails to pay the invoice(s) for the corresponding Services by the due date.

5.5. If the Customer chooses to exercise his/her right to cancel the Contract pursuant to clause 10 of the General Terms and Conditions of Services, the Supplier shall be entitled to withdraw any Loyalty Points already allocated to the Customer at the time the invoice was issued to the Customer. If the Customer has already purchased Services using these Loyalty Points, the Supplier reserves the right to withdraw these Loyalty Points from the Customer's Loyalty Scheme Account. In such circumstances, the Customer's Loyalty Scheme Account may show a debit balance.

5.6. The Supplier shall have no liabilities to the Customer for any loss whether direct or indirect suffered or incurred by the Customer due to anomalies in the operation of the Loyalty Scheme, whatever their cause. In the event the Supplier has failed to credit the Customer's Loyalty Scheme Account, and in particular due to technical failure, the Customer may not apply for credit or a refund without first having contacted the Supplier to inform the Supplier of the technical problem encountered. The Supplier after having assessed the causes of such anomalies will inform the Customer of the correction of his/her Loyalty Scheme Account.

5.7. In accordance with the General Terms and Conditions of Services, the Customer shall ensure that all Keywords necessary to access his/her management interface are kept confidential at all times, used properly and not disclosed to unauthorised people. In case of loss or theft of such Keywords, the Supplier cannot be held responsible for the fraudulent use of the Loyalty Points made from the Customer's Loyalty Scheme Account. No refund request will be accepted by the Supplier.

## 6. Conditions of use of Loyalty Points

6.1. The Loyalty Points may be redeemed against the cost of any Services offered by the Supplier on [ovh.co.uk](http://ovh.co.uk).

6.2. The Customer may pay all or part of the amount of his order with his/her Loyalty Points. The balance shall be paid by any of the methods of payment described at clause 7.3 of the Supplier's General Terms and Conditions of Services.

6.3. The Customer may review the remaining balance of his/her Loyalty Scheme Account at any time through his/her management interface.

6.4. The Loyalty Points accumulated by the Customer can be used at any time. Subject to clause 7 below, the Loyalty Points have no expiry date.

6.5. The Supplier shall assign a particular number of Loyalty Points for each new Service ordered by the Customer as detailed on <http://www.ovh.co.uk/products/loyalty.xml>, such number to be displayed on the relevant invoice. The Loyalty Points cannot be refunded or rewarded for cash or otherwise.

6.6. The Customer may purchase pre-paid Loyalty Points as detailed on <http://www.ovh.co.uk/products/loyalty.xml>. These points shall be added to the Customer's Loyalty Points Account in accordance with the normal procedure.

## **7. Termination, Limitations and Suspension of Loyalty Scheme**

7.1. The Customer can request the closure of his/her Loyalty Scheme Account by mail at the following address:

OVH LTD  
3 Southwark street  
3<sup>rd</sup> Floor  
London  
SE1 1RQ

The Loyalty Points will be valid for a period of 30 days from the date of receipt of the termination request by the Customer.

7.2. The Supplier reserves the right to suspend all or part of the Loyalty Scheme at any time, upon notification, without incurring any liability to the Customer. The Supplier shall inform its customers about the suspension of the Loyalty Scheme by e-mail, or by any other means of communication. The Customer's Loyalty Points shall remain valid for a period of 30 days after which time, they will be cancelled and the Customer's Loyalty Scheme Account closed.

## **8. Amendment**

The Customer acknowledges that the Supplier can amend the operation of the Loyalty Scheme at any time without any formality other than informing the Customer by email and/or by publication on the website at [www.ovh.co.uk](http://www.ovh.co.uk).

## **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. 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: 3 Southwark street 3<sup>rd</sup> floor London SE1 1RQ or at [customersupport@ovh.co.uk](mailto:customersupport@ovh.co.uk) .

The activation of a Loyalty Scheme Account constitutes full and unconditional acceptance of these Conditions.