



**SPECIAL CONDITIONS OF COLLABORATIVE MESSAGING SOLUTIONS**  
**CORPORATE OFFER**  
*Version dated 09/06/2011*

**Definitions:**

**Account:** Collaborative mail space created by the Customer and exclusively dedicated to a User. Each account is based on an Exchange licence 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.co.uk»

**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 accessible on the OVH site by the Client after identification by inputting their customer ID and corresponding password.

**OVH Site:** OVH Website accessible from the Internet at <http://www.ovh.co.uk> 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.

**SSL Certificate:** (Also called a "Certificate") means an electronic data file digitally signed (according to ITU X509 version 3), issued by a certification authority in order to identify an individual or entity wishing to do business on a communication network using a digital

signature that contains the identity of the person who is authorised to use the digital signature but also a copy of their public key, a serial number, the duration of possible use of the Digital Certificate and the Digital Signature issued by OVH.

**User:** End user of a service.

## **ARTICLE 1: THESE CONDITIONS**

These special conditions supplement OVH's general 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. They also determine the contractual provisions applicable to the purchase and use of the Service by the Customer. Please therefore read through 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 exclude your statutory rights, which are available on the OFT's website at [www.of.gov.uk](http://www.of.gov.uk).

## **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 features but also a collaborative workspace for exchanging files, setting up personal calendars and the like. OVH reminds Customers that because of the nature of the high-tech Service, it shall not be liable for downtime caused by routine or emergency maintenance by the Supplier or occasioned by third parties.

## **ARTICLE 3: SERVICE DESCRIPTION**

The Service is an email solution based on the Microsoft Exchange solution which has the functionality of sending / receiving email, sharing of resources or information in a collaborative manner among accounts created on a same Offer. Shared information may include (for example) calendars, events, files or work tasks. The service is scalable, multi-accessible and customisable by the customer in terms of Accounts.

## **ARTICLE 4: SUBSCRIPTION SERVICE CONDITIONS**

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

- A domain name managed at OVH for which he is the acting Administrator
- A valid SSL certificate associated with the domain name that is subject to the service subscription.

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 has administrator privileges of his 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 correct installation of the service.

Customers with a Domain Name managed by OVH will receive a free SSL Certificate by OVH assuming they have not been previously associated one with their domain name. In this case, use of the SSL certificate will be subject to validation and compliance with the contractual conditions applicable to the SSL Service.

If the Customer's domain name is managed by a registrar other than OVH and no SSL certificate has been previously generated by OVH, OVH will create an SSL Certificate for the Customer that he will have to validate via a TXT field. Customer must enter a TXT field on their domain name that may be confirmed in the OVH management interface, so that OVH can ensure that the Customer is the Administrator of the Domain Name. In this instance, OVH is not responsible for delays in the implementation of the Service.

The Customer is responsible in verifying that they comply with the provisions of this section before any subscription to the Service. Failure to comply may involve a request to terminate the Service in accordance with OVH's terms and conditions of Service.

## **ARTICLE 5: CONDITIONS OF USE OF SERVICES**

On validation of the customer order by OVH, OVH installs the Customer's Service. It is then up to the Customer to connect to his management interface to configure the Service.

The Customer must specify the particular domain name on which they wish to install the service, the technical configuration of the Domain Name and information relating to its SSL certificate.

The Customer creates Accounts on the domain names managed at OVH directly in the management interface and for which he will be charged monthly under the conditions defined in Article 9 hereof.

OVH offers the Customer the ability to choose among different Accounts which each have a list of available features. OVH reserves the right to add new functionality or to change existing functionality from time to time.

The Customer is responsible for determining the features they want to assign to each of his users and purchase the corresponding Accounts accordingly. The Customer may acquire different types of Accounts on the Service.

The Customers will be charged two sums on a monthly basis: one for the cost of renewing their offer for the next month, the other for the total cost corresponding to the maximum number of different Accounts attached to the Corporate Offer that were enabled during the previous calendar month.

## ARTICLE 6: OVH'S OBLIGATIONS

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

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

6.2. Ensure 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.

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

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

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

## ARTICLE 7: 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 elements, 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.

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 mail 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 e-mail, that is 10 megabytes (MB).

To ensure the security of the Service or its operation, OVH reserves the right to limit the technical characteristics for accessing the infrastructure including file transfer rates, terms of access 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 reminds the Customer, that it is to determine the maximum number of licenses that can be installed on the Service. For your information, OVH recommends that the Client does not configure more than one thousand (1000) Accounts on the Service.

OVH reserves the right to suspend service if usage does not conform to these special conditions, or the OVH terms of service, or laws and regulations in force or against the rights of third parties, or still in case of a formal request for OVH from a competent authority. Similarly, OVH may need to access customer data at the request of those authorities.

## **ARTICLE 8: CUSTOMER OBLIGATIONS AND RESPONSIBILITIES**

8.1. The Customer is acting as an independent entity and therefore assumes all risks and perils of their activity. The Customer is solely responsible for services, applications, software stored on his 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, including personality rights, 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 (including address files) 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 8.1 the Customer shall not be entitled to a refund by OVH of sums already paid.

8.2. 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 Service Users alone bears the consequences of the loss of the above passwords.

8.3. The Customer is solely responsible for the creation, management, administration and removal of Accounts under their endorsement of 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 to generate passwords for each account it creates within the Service.

As such, OVH shall not be liable for security breaches in the Management interface or in the accounts directly attributable to poor management of access 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.

8.4. OVH does not backup any specific customer data. It is the Customer's responsibility to backup their data and any potential data stored on their Infrastructure. OVH recommends that the Customer performs a daily backup on stable storage.

8.5. The Customer is responsible for ensuring that they have a good backup of their data before deleting an account. In this instance, all data in the account will be deleted by OVH.

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

8.7. OVH reminds customers that breaches of data protection and related legislation and the unauthorised interception of communications may result in criminal penalties.

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

8.9. The Customer undertakes not to infringe OVH or Microsoft® trademarks or other intellectual property rights.

## **ARTICLE 9: PRICES AND BILLING**

Prices for collaborative messaging solutions are available at <http://www.ovh.co.uk>.

At the end of each calendar month, the Customer will be charged for the monthly cost applicable to the Service for the following month.

Accordingly, OVH will calculate to determine the maximum number of Accounts activated during this period and will charge the Customer the applicable monthly cost per Account type. That amount will be charged to the Customer when editing his next bill.

Thus, by way of illustration, assuming that the Customer has received 15 standard Accounts activated the twentieth day of the month, and that this number corresponds to the maximum number of Accounts activated over the month, in this case OVH will charge 15 standard Accounts at a monthly rate applicable to that type of account and as shown on the OVH website.

Any options subscribed to within the Service will be billed according to the applicable terms and conditions that relate to that of the option and as defined on the OVH site.

## ARTICLE 10: DURATION AND RENEWAL

The service will be provided for one month and thereafter shall be renewable.

At the end of the current month, OVH will send a purchase order to the Customer including the renewal of his service and the Accounts as defined previously.

Failing receipt of payment and its validation by OVH before the 5th of the current month, will mean that OVH will proceed to suspend the customer's Service and all the Accounts purchased for the Service.

The Customer will then have 48 hours to renew the Service. If payment fails to be approved by OVH on the 7th of the current month, OVH will proceed to remove the customer's Service and all the data stored therein.

### Consequences of late payment

Any default in payment or inability to collect payments (including, without limitation cancellation of card payments and insufficient funds) will be considered as late payment. In the absence of express agreement by OVH in writing any lack of payment when due of any sum due under the contract shall result in the following:

- the immediate payment of all sums due from the Customer under the contract, regardless of the payment method provided.
- the right to suspend or terminate, as determined by OVH in its discretion, the execution of any order in progress until the full payment by the Customer of amounts owed;
- The application of interest at a rate equal to 12% or 8% above the then current Official Dealing Rate of the Bank of England whichever is the greater,
- the suspension of all current services, whatever their nature, without prejudice by OVH to use the right to cancel.

Any disagreement concerning the billing and nature of the Service will be expressed by email and sent to OVH support within 05 days after the issuing of the renewal invoice. Assuming that costs are incurred by OVH or by Microsoft®, OVH will inform the Customer and send the Customer any material evidence and the corresponding invoice. Repayment of these monies will be requested from the Customer. The Customer can then pay the sum due, by cheque in pounds sterling.

#### **ARTICLE 11: 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 from the time their order is validated. On validation of payment, the Customer will have access to the management interface and Collaborative Messaging Services and the ability to order the Accounts of his choice. Accordingly, the Customer will not have the right to exercise their right to Cancel for any order or renewal of the Service.