SPECIAL CONDITIONS FOR THE WEBSTORAGE CDN SERVICE
Latest version dated 13/11/2013

DEFINITIONS:

Bandwidth: *Volume of data exchanged (uploads and downloads) between the CDN and the users that download Files from the Customer. This volume is calculated in bytes.*

Cache: *The local memory of the CDN Server (CDN PoPs).*

CDN: *(acronym for "Content Delivery Network") A network of Cache Servers dispersed throughout the world enabling optimised downloading of Files from the Customer.*

CDN Server: *The computer servers administered by the Supplier and located at the Points of Presence, on which User requests are received within the scope of the Service, when a User downloads Files from the Customer (each being a "CDN Server").*

Direct File Link: *The specific URL address on which the Customer's hypertext link must be redirected to enable activation of the Service.*

File: *A computer file that does not exceed 5 GB in size, transferred by the Customer to its storage space so it can then be accessed by the Users via the CDN Servers.*

Points of Presence (PoPs): *The physical locations on the Supplier's network of CDN Servers connected to the internet, as presented in its commercial offering (each being a "Point of Presence").*

Storage Space: *The space to which the Customer transfers his Files so that the Supplier can then store them on the CDN Servers.*

Traffic Credit: *The volume of data that the Customer may credit his account with, and from which the connections of the Users will be debited. Only the traffic between the CDN Server and the User will be used for the purposes of this calculation.*

TTL: *(acronym of Time to Live) Period during which the Files will be preserved in the Cache memory of the CDN.*

Users: *The internet users that download the Customer's Files.*

ARTICLE 1: PURPOSE

1.1   The purpose of these Special Conditions, which supplement the Supplier's General Terms and Conditions of Service, is to set out the technical and financial conditions subject to which the Supplier will provide the WebStorage CDN Service (hereinafter the "Service").

1.2   In the event of a conflict between these Special Conditions and the General Conditions of Service, these Special Conditions shall prevail.

ARTICLE 2: DESCRIPTION OF THE SERVICE

2.1   The Service enables the Customer to offer his Files for download via the CDN Servers spread across the world on the PoPs. By use of the Service the Files which the Customer wishes to make available for download are optimised for the Users.

2.2   The Customer orders a Storage Space to which it transfers the Files that it wishes to make available to its Users. The Customer must also order Traffic Credit to enable the Users to download the Files.

2.3   The Service shall continue provided that the Customer has a positive Traffic Credit balance, failing this the Service will automatically be suspended and the Files will no longer be available for download from the CDN Servers. They will only be available from the Storage Space that the Customer transferred them to initially.

2.4   The Files can be stored in the CDN Cache closest to the User's point of connection, thus optimising the process of downloading the Files.

2.5   The Files are preserved for the entire TTL period, including when the Customer has deleted their Storage Space.

ARTICLE 3: TECHNICAL SUPPORT

3.1   In the event of the Supplier being responsible for any malfunction of the Service, the Customer may contact the Supplier's incident service via: http://www.ovh.co.uk/. The Customer acknowledges that he may be charged for the provision of a diagnosis in the event of the Supplier not being responsible for the Service malfunction. In addition, Users seeking any type of technical advice on the use of the Service may consult the forum set up by the Supplier at http://forum.ovh.co.uk/, or consult other Users via the dedicated Service mailing list: cdn@ml.ovh.net.

ARTICLE 4: PREREQUISITES AND CONDITIONS FOR THE PROVISION OF THE SERVICE

4.1   The total traffic accounting for outgoing User-bound connections will be debited from the Customer's Traffic Credit account for the CDN Service.

4.2   The Supplier's Website provides a list of the Points of Presence at which the Supplier's CDN Servers are located. The Customer is not entitled to determine which Points of Presence it wishes to activate for its Service, these being activated automatically. The Supplier reserves the right to relocate its Points of Presence during the term of the Contract. If a Point of Presence is shut down, the Supplier will notify the Customer, who may then terminate the Service without charge.

4.3   Once the Customer's order has been confirmed, the Supplier will send the Customer an email containing the conditions relevant to implementing the Customer's Service.

4.4   The Customer shall take all reasonable care when using the Service.

ARTICLE 5: OBLIGATIONS OF SUPPLIER

5.1   The Supplier shall take all reasonable care and diligence necessary to provide a quality Service, conforming to the customary professional practices and the state of the art.

5.2   The Supplier undertakes to:

5.2.1. ensure effective administration of the Supplier's infrastructure and the CDN Servers.
5.2.2. maintain the CDN Servers in proper working order;
5.2.3. in the event of a Server failure, to carry out the necessary operations of switching to another CDN Server, and to keep the Customer informed of such operations, in order to minimise the risk of disruption to the Service or User access to the Files.
5.2.4. ensure that its resources comply with industry quality standards at all times, in accordance with industry rules and practices.

ARTICLE 6: LIABILITY OF SUPPLIER

6.1   The Supplier shall not be held liable in the event of:

6.1.1   fault, negligence, omission, disregard of recommendations or advice provided or breach on the part of the Customer;
6.1.2   fault, negligence or omission on the part of a third party, over which the Supplier has no monitoring control;
6.1.3   force majeure, being an event or incident that is beyond the control of the Supplier;
6.1.4   discontinuation of the Service for any of the reasons set out in Article 8;
6.1.5   disclosure or unlawful use of the password issued confidentially to the Customer;
6.1.6   Damage to the Customer's equipment, software or telecommunications links;;
6.1.7   bad Direct File Links given by the Customer;
6.1.8   total or partial destruction of the Files stored, resulting from errors directly or indirectly attributable to the Customer;
6.1.9   intervention in the Service by a third party that the Customer has not authorised.

6.2   The Supplier reserves the right to interrupt the Service without notice, if the Service becomes a threat to the continued security of the Supplier infrastructure or, more generally, if the

Supplier deems, in its absolute discretion, that the Customer's use of the Service is such that it may expose the Supplier to any liability, in any way whatsoever.

6.3   Except for as set out in article 6.2 above, the Supplier will notify the Customer in advance, within a reasonable time frame and as far as is possible, indicating the nature and duration of the suspension in provision of the Service, so that the Customer may take appropriate measures. The Supplier undertakes to restore the Customer's access to the Service, provided that the Customer implements the appropriate corrective measures. In the event of repeated breaches or a serious breach on the part of the Customer, the Supplier reserves the right not, without liability, to reactivate the Customer's Service.

6.4   The Supplier reserves the right to suspend any File for which the Supplier receives a notification, an advice of the legal or administrative authorities, or an application of a court decision.

6.5   The Supplier shall, at its sole discretion, determine the optimisation of the Service and, in particular, the choice of the most directly accessible Point of Presence when a User downloads a File.

6.6   The Supplier shall not be held liable for any complete or partial breach of obligation, or default on the part of network service providers and, in particular, the internet service providers of the Customer or the Users.

6.7   If the Service is suspended due to the fact that the Customer has used up all of his Traffic Credit, the Supplier cannot guarantee that the Service will be reactivated immediately after the Customer has paid for new Traffic Credit.

6.8   Under no circumstances shall the Service exempt the Customer from the requirement to take all the necessary steps to back up the Files. Likewise, the Supplier shall under no circumstances be responsible for communicating a copy of the data stored on the CDN Server, as this data is only stored for the period determined by the TTL.

6.9   Therefore, the Customer is responsible for taking all the necessary steps to back up his Files in case of loss or website degradation, irrespective of the cause thereof, including Files not expressly mentioned herein.

6.10   The Supplier will proceed to delete the Files within three days of the expiry of the Service.

6.11   The Service also enables the generation of statistical information relating to the use of the Service. However, the Customer acknowledges the fact that the data shown on the management interface may be slightly out of sync with the actual data, at any given moment. The statistical information communicated by the Supplier via this interface is provided for informative purposes only, and the Supplier may not be held liable with regard to such information.

ARTICLE 7: OBLIGATIONS AND LIABILITY OF THE CUSTOMER

7.1.   The Customer warrants that he has the power, authority and capacity necessary to enter into the Contract and perform the obligations provided for herein and, in particular, that he holds all appropriate rights with regard to the Domain Name and hosting system.

7.2.   The Customer is committed to providing valid contact details so that he can be identified: First name, last name, organisation if required, postal address, telephone number, email address. In this respect, the Supplier reserves the right to request proof thereof, in which case the Customer must deliver the requested proof to the Supplier within 72 hours of the request being made, failing which the Supplier reserves the right to suspend the Customer's Services.

7.3.   The Customer is acting as an independent entity and, as such, accepts full responsibility for all risks and liabilities of its activity. The Customer is solely responsible for its Files, the content, usage and updating of data transmitted, distributed or collected.

7.4.   The Customer specifically undertakes to respect the rights of any third parties, personality rights, copyrights, patent rights, trademarks and other intellectual property rights. Therefore, the Supplier shall not be held liable for the content, usage or updating of any information transmitted, distributed or collected and of all files, including address files, in any respect whatsoever.

7.5   The Customer undertakes not to make any Files publicly available via the Service, which infringe copyright in particular, and/or intellectual property rights.
If this should occur, the Supplier reserves the right to terminate the contract immediately, without formal proceedings and without prejudice to any claim for damages that the Supplier may be entitled to make.

7.6   The Customer shall indemnify the Supplier against any claims, losses, costs (including legal costs) and/or liability arising as a result of the Customer's breach of its obligations under the Contract or arising as a consequence of the content of the Customer's Files provided that the Customer shall be given complete control of the conduct of any such claims or proceedings arising.

7.7.   The Customer should consult his management interface regularly in order to check his Traffic Credit balance, and to credit the account if it considers that the volume of data is not sufficient to ensure permanent continuity of the Service.

7.8.   The Supplier reserves the right to carry out controls to ensure that the Customer's use of the Service is in compliance with these Special Conditions.

7.9.   The Supplier reserves the right to suspend the Service without liability and without notice, on the terms and conditions provided for in Article 8 of these Special Conditions, in the event of a breach by the Customer of the Supplier's Special or General Terms and Conditions of Service and, in general, of any applicable statutory and regulatory provisions, or of any third party rights.

ARTICLE 8: TERMINATION, LIMITATION AND SUSPENSION OF THE SERVICE

8.1.   The Supplier reserves the right to suspend the Service in the following cases:

8.1.1 use of the Service in breach of these Special Conditions or of the Supplier's General Terms and Conditions of Service;

8.1.2 exhaustion of the entire Traffic Credit relating to the Customer's Service (only connections between the CDN Server and Users will be debited);

8.1.3 use of the Service for unlawful or illegal purposes (including, but not limited to: child pornography, terrorism, incitement to hatred, spamming, unauthorised sites, hacking, warez etc.);

8.1.4 receipt by the Supplier of a notice issued by a competent administrative, arbitration or judicial authority pursuant to the relevant applicable statutory provisions;

8.1.5 in the event that the Customer does not provide his support in putting an end to any fraudulent use or other mis-use of the Service;

8.1.6 suspected fraud or hacking of the Service;

8.1.7 any attempt at phishing;

8.1.8 when the Customer's Service is likely (in the Supplier's absolute discretion) to harm Supplier's infrastructure;

8.1.9 the Customer's failure to pay any sums due.

8.2. Each party may terminate the Contract without formal proceedings and without penalty in the event of force majeure, subject to the terms and conditions provided for in the General Terms and Conditions of Service.

8.3. In other cases, the Customer shall be entitled to terminate the Contract via his management interface, or by sending an ordinary letter to the following address: OVH LTD 3, Southwark Street, LONDON, SE1 1RQ

8.4. The Traffic Credit account will be closed 5 days after the date that the Service expires or termination becomes effective.

8.5. On expiry of the Service or on exhaustion of the entirety of the Customer's credit, File downloads will no longer be carried out from the CDN Servers located on the PoPs, but rather directly from the File storage space. Consequently, File downloads will no longer be optimised, and