

# SPECIAL CONDITIONS OF USE OF LOYALTY SCHEME

Version Date 22 June 2009

## 1. Interpretation

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

**Loyalty Scheme Account:** the Customer's account under the Loyalty Scheme. The Customer can access and make Loyalty Point transactions, drawing on the Customer's Loyalty Scheme Account, from the management interface.

**Loyalty Point:** unit of reward granted by the Supplier to the Customer upon certain conditions provided the Customer has opened a Loyalty Scheme Account which may be used to purchase services from the Supplier in accordance with these Special Conditions.

## 2. Application of Conditions

2.1. These Conditions (together with the General Conditions and any other applicable Special Conditions) shall apply to any Contract between the Supplier and the Customer for the provision of Services where the Customer has opened a Loyalty Scheme Account 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, the General Conditions shall prevail.

2.2. The creation of a Loyalty Scheme Account by the Customer shall be conclusive evidence of the Customer's full and unconditional acceptance of these Special Conditions.

## 3. Creating a Loyalty Scheme Account

3.1. The Customer may, at its own initiative and subject to the consent of the Supplier, which may withhold consent at its entire discretion, create a Loyalty Scheme Account using the management interface. Only Customers ordinarily resident in Ireland or, in the case of a body corporate, having its principal place of business in Ireland, are entitled to open a Loyalty Scheme Account.

3.2. The Customer shall normally be able to access its Loyalty Scheme Account at any time via an Internet connection using the management interface. The Supplier does not guarantee access to the Loyalty Scheme Account and shall bear no liability whatsoever for any difficulty experienced by the Customer in accessing or using its Loyalty Scheme Account.

3.3. The Loyalty Scheme shall be available only to customers who have a live account with the Supplier. Should the Customer cease to have a live account with the Supplier, the Supplier shall close the Customer's Loyalty Scheme Account and the Customer shall have no claim whatsoever relating to the unused balance in its Loyalty Scheme Account.

3.4. The Supplier reserves the right to close or suspend the Customer's Loyalty Scheme Account and to terminate the Customer's participation in the Loyalty Scheme at any time on reasonable grounds. Reasonable grounds include, without limitation: (1) any abuse or

attempted abuse of the Loyalty Scheme; (ii) any reasonable suspicion of dishonesty on the party of the Customer in relation to the Scheme; (iii) the Supplier has decided to terminate or suspend the Loyalty Scheme.

#### **4. Scope of the Loyalty Scheme**

4.1. Loyalty Scheme Points can only be redeemed the Supplier.

4.2. Following the creation of a Loyalty Scheme Account by the Customer, upon acceptance of any new order for services from the Customer by the Supplier, the Supplier may, at its sole discretion, credit the Customer's Loyalty Scheme Account with the number of Loyalty points specified for that service as set out in the Supplier's Loyalty Point Table at <http://www.ovh.ie/products/loyalty.xml>, as may be amended from time to time, or any other amount.

4.3. No Loyalty Points will be awarded in relation to Orders placed prior to the activation of the Customer's Loyalty Scheme Account.

4.4. Loyalty points are non-transferable and non-refundable.

#### **5. Operation of the Loyalty Scheme**

5.1. Loyalty Points shall be credited to the Customer's Loyalty Scheme Account on the date of issue of the invoice for the services for which they are awarded or within a reasonable period of time thereafter.

5.3. The Supplier reserves the right to vary, at any time and at its sole discretion, the availability of Loyalty Points for any service, including the number of Loyalty Points awarded for the purchase of or subscription to any type of service. The Supplier shall make reasonable endeavours to publish any changes on its website at <http://www.ovh.ie/products/loyalty.xml>, but any changes shall be fully effective regardless of whether they have been so published or not.

5.4. The Supplier may immediately and without notice debit the Loyalty Points awarded to the Customer in relation to certain services in the event the Customer fails to pay the full amount due for the those services by the due date. This may result in a negative balance in the Customer's Loyalty Scheme Account. The Supplier may at, its sole discretion, credit such debited Loyalty Points to the Customer's Loyalty Scheme Account upon subsequent payment or decline to award any Loyalty Points.

5.5. If the Customer chooses to exercise its right to cancel a Contract for services pursuant to clause 10 of the General Terms and Conditions of Service, the Supplier shall be entitled to debit any Loyalty Points awarded to the Customer in relation to such services. This may result in a negative balance in the Customer's Loyalty Scheme Account.

5.6. The Supplier shall bear no liability whatsoever to the Customer for any loss whether direct, indirect, special consequential or pure economic loss, or any costs, damages, charges or expenses indirect or consequential incurred or sustained by the Customer or any other party in connection with the Loyalty Scheme.

5.7. Without limitation to Condition 5.6 above, the Supplier shall bear no liability whatsoever for failure to credit the Customer's Loyalty Scheme Account for any reason. Where the Customer has reason to believe that it has not been awarded the Loyalty Points it expected to be awarded, it may address a query to Supplier which may, at its sole discretion, decide to credit the Customer's Loyalty Scheme Account with a number of Loyalty Points it judges appropriate, or it may decline to award any Loyalty Scheme Points.

5.8. In accordance with the General Terms and Conditions of Service, the Customer shall ensure that any password required to access its management interface is kept confidential at all times, used properly and not disclosed to any unauthorised person. The Supplier shall not be liable for any unauthorised 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. During the term of the Loyalty Point Scheme, the Loyalty Points may be redeemed against the cost of the specified Services offered by the Supplier on [ovh.ie](http://www.ovh.co.uk/products/loyalty.xml) at rates set out in <http://www.ovh.co.uk/products/loyalty.xml>, as may be amended from time to time.

6.2. The Customer may pay all or part of the price for an Order with Loyalty Points. The balance shall be paid by any of the methods of payment provided for at Condition 7.3 of the Supplier's General Terms and Conditions of Services.

6.3. The Loyalty Points accumulated by the Customer can be used at any time. Loyalty Points shall remain valid until such time as the Customer's Loyalty Scheme Account is closed or the Loyalty Point Scheme is terminated, save where the Supplier otherwise decides at its sole discretion.

6.4. Loyalty Points can only be used to pay for services in accordance with this Special Condition 6 and cannot be exchanged for cash or otherwise.

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

## 7. Termination and Suspension of Loyalty Scheme

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

OVH Hosting Limited  
5 Fitzwilliam Place  
Dublin 2

Subject to Special Condition 7.2. the Loyalty Points shall remain 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 or terminate all or part of the Loyalty Scheme at any time without incurring any liability to the Customer. The Supplier shall make reasonable efforts to inform its customers of any suspension or termination of the Loyalty Scheme by e-mail, or by any other means of communication.

7.3. Upon termination, the Customer's Loyalty Scheme Account shall be closed and the Customer shall have no claim whatsoever against the Supplier in relation to the outstanding balance in its Loyalty Scheme Account.

## 8. Amendment

The Customer acknowledges that, notwithstanding Condition 2.2 of the General Conditions, the Supplier can vary, modify or terminate the operation of the Loyalty Scheme at any time without any formality. The Supplier shall make reasonable efforts to notify the Customer by email or publish a notice on the Supplier's website at [www.ovh.ie](http://www.ovh.ie).

If, after reading these conditions, the Customer has any questions, please contact OVH at: 5 Fitzwilliam Place, Dublin 2 or at [support@theSupplier.ie](mailto:support@theSupplier.ie).

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