

SPECIAL CONDITIONS FOR WEBSITE HOSTING SERVICES ON A SHARED SERVER

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The Supplier provides different categories of server. The hardware and software configurations, and the different tariffs applicable, are specified on the Supplier's website at www.ovh.ie.

1. Interpretation

In these Special Conditions, the terms defined in the General Conditions shall have the same meanings and the following terms shall have the following meanings unless the context otherwise requires:

Content: the text, information, image, audio or video material and other data placed on the Server by or on behalf of the Customer, including data which the Customer permits third parties to place on the Server.

Shared Hosting Services: the hosting of the Website on a communal Server with other customers of the Supplier, who collectively share the resources and space available on this Server.

Website: the Customer's website(s) to be hosted on the Server (including all data on such website(s) which is necessary for the publication and exchange of information via the Internet).

2. Application of Conditions

These Conditions (together with the General Conditions) shall apply to any Contract between the Supplier and the Customer for the provision of Shared Hosting 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.

3. Supplier's obligations

3.1 The Supplier shall provide the Shared Hosting Services with reasonable care and skill and in accordance with best industry practice.

3.2 The Supplier shall provide the Hardware and Software necessary for the provision of the Shared Hosting Services, the list of the Software available shall vary depending on the options selected by the Customer. These different options are set out at www.ovh.ie.

3.3 Upon request by the Customer, the Supplier shall provide the Customer with restricted access to parts of the Website, as more particularly described on the

Supplier's website at www.ovh.ie

3.4 The Supplier warrants that:

- (a) the Hardware, Software and the Server shall perform substantially in accordance with the specifications set out in the Order;
- (b) the use by the Customer of the Hardware, Software and the Server in accordance with these Conditions shall not infringe the rights of any third party.

3.5 The Supplier shall use its reasonable endeavours to ensure that:

- (a) the Hardware and Software and the Server is maintained in good working order and in accordance with best industry practice;
- (b) any defect, error or malfunction of the Hardware or Software and the Server is remedied as soon as is reasonably practicable, and the Client is informed immediately if such repair or replacement requires the Shared Hosting Services to be suspended;
- (c) any disruption to the Shared Hosting Services which does not result from any breach by the Customer shall be rectified as soon as is reasonably practicable following a request from the Customer;
- (d) subject to Conditions 3.6 and 4 of these Special Conditions, the Customer shall have access to the Server via the Internet 24 hours a day, 365 days a year on the basis of the level of activity on the Website specified in the Order. If the level of activity on the Website exceeds that specified in the Order, the parties shall seek to agree an increased bandwidth usage and the corresponding additional fees. In default of agreement, the Supplier may suspend Shared Hosting Services.

3.6 The Supplier shall inform the Client by email as soon as reasonably practicable if any maintenance, repair or upgrade requires the Shared Hosting Services to be suspended and shall inform the Customer of the likely duration of such suspension.

4. Supplier's liability

4.1 The Supplier shall have no liability to the Customer under the Contract in the event of:

- (a) termination of the Shared Hosting Services in accordance with Condition 5.4 of these Special Conditions;
- (b) any act, omission, fault or negligence of any third party, and in particular any unauthorised access to the Website or the Content;
- (c) any act of piracy, viruses, worms, trojan horses or other harmful codes that affect or may affect the Server, the Website and/or the provision of the Shared Hosting Services;

- (d) any actual or suspected security breaches in connection with the Shared Hosting Services;
- (e) any loss following the uploading of the Website to another server or IT system;
- (f) any modification (or attempted modification) of the Software by the Customer or a third party not authorised by the Supplier;
- (g) any loss caused by the operation or non-operation, use or non-use of the Website or the Content;
- (h) downtime caused by routine or emergency maintenance, repair or upgrade to the Shared Hosting Services provided that, if such maintenance, repair or upgrade requires the Shared Hosting Services to be restricted or suspended, the Supplier shall use reasonable endeavours to notify the Customer by email as soon as reasonably practicable in advance of the likely duration of such restriction or suspension and shall endeavour to resume the Shared Hosting Services as soon as reasonably practicable;
- (i) any interruption, partial or total failure of the Shared Hosting Services due to any variation of the bandwidth or any failure of the Supplier's ISP/Access Provider.

4.2 If the Supplier becomes aware that the security or integrity of the Website has been compromised, the Supplier shall inform the Customer by email and, at its sole discretion, the Supplier may require that the Content be re-installed. The Supplier shall be entitled to protect the integrity of the Server by disconnecting it from the Internet until the Website has been re-installed. The Customer shall be responsible for re-installing the Content. The Supplier's sole responsibility shall be to reconnect the Website to the Internet once it has been re-installed.

4.3 For security reasons, the operation of Internet Relay Chat services from the Website (including without limitation bots, proxy, bounce, etc.) requires the prior written approval of the Supplier, which may be refused in the Supplier's absolute discretion.

5. Customer's obligations

5.1 The Customer shall be solely responsible for:

- (a) any loss or damage to the Website, and shall put in place appropriate insurance cover to cover the risk of any such loss or damage. The Customer may not claim any reimbursement, replacement, or compensation from the Supplier in any circumstances;
- (b) uploading the Content onto the Server and checking that it functions satisfactorily. The Supplier shall not be responsible for any failure of the Customer to upload the Content correctly, and shall not be responsible for providing support in relation to the control and operation of the Content;

- (c) the Content, for the conception or development of the Website, and for the Customer's equipment, systems or software necessary for the management of the Website. The Supplier shall have no obligation to validate or vet the Content for usability, legality, content or correctness and shall not, in any event, be liable towards the Customer or any third party for any loss arising from or in connection with the Content;
 - (d) complying with all applicable laws and regulations concerning the Content, including (without limitation) for ensuring that the Website contains all information concerning the Customer, its products and the conduct of its business which are required
 - (e) making regular backups of the Content on any website from time to time.
- 5.2 The Customer shall use its best endeavours to ensure that all Content on the Website does not contain any viruses and/or other harmful code.
- 5.3 If the Customer wishes to use CGI/PHP/MYSQL scripts and/or other executable programs on the Website, the Customer undertakes to make reasonable use of such scripts and/or programs as defined at section 5.5 below.
- 5.4 If, in the Supplier's opinion, the use of the scripts and/or executable programs referred to in section 5.3 above is unreasonable or excessive and/or affects or may affect the Server or the provision of the Shared Hosting Services generally, the Supplier shall send an automated warning email to the Customer. The Customer shall acknowledge receipt of such email by return and shall inform the Supplier of the reason for such use. The Supplier reserves the right to suspend the Shared Hosting Services without further notice if the Customer does not provide an explanation which is satisfactory to the Supplier within 12 hours of receipt.
- 5.5 For the purpose of Conditions 5.3 and 5.4 above, the Supplier will take into account the following criteria in deciding whether the use is unreasonable or excessive:
- (a) number of web requests per day (html, php, cgi, jpg, gif and others);
 - (b) use of the central processing unit (CPU) (< 60 seconds at 100%);
 - (c) use of the RAM (<80 Mo per second);
 - (d) access by a server sql by 3 simultaneous connections (request/session) only (the Supplier recommends to have short connections and to close them after use);
 - (e) for any other reasons which in the Supplier's sole discretion may damage the Supplier's IT system.
- 5.6 Unless the Customer's use of the scripts or programs referred to in section 5.3 above by the Customer is grossly excessive or has caused or is likely to cause damage to the website of one of the Supplier's other customers, the Supplier shall endeavour to give reasonable notice to the Customer of such suspension by email.

5.7 The Customer acknowledges that unreasonable or excessive use of any CGI/PHP/MYSQL scripts or other executable programs is incompatible with the nature of Shared Hosting Services and the Supplier may give the Customer the opportunity to opt for Dedicated Hosting Services instead.

5.8 The Customer shall not send any SPAM or other unsolicited commercial communications of any kind and acknowledges that the Supplier may install on the Server software to prevent the sending of SPAM or unsolicited commercial communications of any kind by its customers. Any failure to comply with this obligation entitles the Supplier to suspend the Shared Hosting Services either temporarily or permanently depending on the seriousness of the breach.

6. Term and Termination

6.1 Notwithstanding Condition 11.1 of the General Conditions, the Supplier shall send the Customer at least 6 reminders on the following dates:

- (a) 1st reminder 60 days before Expiry Date;
- (b) 2nd reminder 30 days before Expiry Date;
- (c) 3rd reminder 15 days before Expiry Date;
- (d) 4th reminder 7 days before Expiry Date;
- (e) 5th reminder 3 days before Expiry Date.

6.2 The Supplier shall be entitled to terminate the Shared Hosting Services without cause at any time and without incurring any liability by giving 30 days' written notice to the Customer.

6.3 The Supplier shall be entitled to suspend the Shared Hosting Services without incurring any liability if the Customer commits a breach of Condition 5 of these Conditions and, for the purpose of Condition 11.5(a) of the General Conditions, any breach of Condition 5 of these Conditions shall be deemed to be a material breach of the Contract.

6.4 The Supplier shall be entitled to erase the Content and any material uploaded on the Server 5 days after the Expiry Date or forthwith upon the termination of the Contract for any other reason whatsoever without incurring any liability towards the Customer.