

GENERAL CONDITIONS OF SERVICE SO YOU START

Latest version dated 03/12/2013

Preamble:

These General Terms and Conditions (the “General Conditions”) are made between:

(1) OVH Hosting Limited is an Irish-law company of 12 The Courtyard Building, Carmanhall Road, Sandyford, Dublin 18, registered in the Republic of Ireland 468585 (hereinafter the Supplier) and

(2) any natural or legal person, individual or professional, of a private or public entity wishing to commit to one or more of the Services provided by OVH (the “Customer”).

These General Conditions are in relation to the Supplier’s dealings with Customers who are either:

- acting for purposes relating to their trade, business or profession (“Commercial Customers”); or
- not acting for purposes relating to their trade, business or profession (“Consumers”).

If you are unsure whether you would be regarded as a Consumer or as a Commercial Customer please contact us immediately for clarification, as this distinction impacts on some of the terms applicable to you within these terms of business.

Within these terms, those clauses that specifically state that they apply to one customer group do not apply to the other; for example those clauses that state that they apply to Commercial Customers (*‘if you are a Commercial Customer..’*) do not apply to Consumers. Where a clause relates to the Customer, it applies to both groups of customer.

Contact us immediately if there is anything in these General Conditions, which you do not understand, or with which you disagree.

ARTICLE 1: PURPOSE

The Customer confirms, having verified the compatibility of the Service against their requirements and having received from the Supplier all the information and advice necessary to make an informed decision that it shall subscribe to this Service.

The purpose of this Agreement is to define the legal, technical and financial conditions under which the Customer is obligated to the Supplier.

These General Conditions are supplemented if necessary by the Supplier’s Special Conditions and/or Appendices. These Conditions shall prevail over all other conditions, and especially those of the Customer, for any order placed by the Customer for the Supplier’s Services.

Any Services offered by the Supplier free of charge are also governed by these General Conditions of Service.

ARTICLE 2: OBLIGATIONS OF THE SUPPLIER

The Supplier is committed to taking all the care and diligence necessary to providing a quality Service conforming to the customary professional practices but shall not be liable for downtime caused by routine or emergency maintenance by the Supplier or occasioned by third parties.

ARTICLE 3: LIABILITY OF THE SUPPLIER

The Supplier will not be held liable:

If the execution of this Agreement, or the obligations of the Supplier hereunder, is prevented, limited or disrupted as a result of fire, explosion, the failure of transmission networks, the collapse of installations, epidemics, earthquakes, floods, power failure, war, embargoes, laws, injunctions, government orders, strikes, boycotts, the withdrawal of the telecommunication operator's license, or any other circumstance beyond the reasonable control of the Supplier ("Event of Force Majeure"), then subject to providing the Customer with prompt notification, the Supplier will be exempted from execution of its obligations within the limits of any such impediment, limitation or disruption. Likewise, the Customer will also be exempted from the execution of their obligations insofar as the obligations are affected by the impediment, limitation or disruption, provided that the affected party uses its best endeavours to prevent or mitigate the cause, and that both parties act promptly as soon as the cause has ceased or been terminated. The party affected by an Event of Force Majeure shall keep the other party duly informed by email of the expected duration of this Event of Force Majeure.

Where the effects of an Event of Force Majeure continue for more than 30 days after the date of the other party being informed of the said Event of Force Majeure, this Agreement may be lawfully terminated by either party, without either party incurring any liability.

This Agreement may also be terminated due to misconduct on the part of the Customer and particularly in the following cases:

- degradation of the application;
- misuse of the terminals by the Customer or its customers, fault, negligence, omission or failure on its part, failure to respect any advice given by the Supplier,
- disclosure or unlawful use of the password issued confidentially to the Customer,
- fault, negligence or omission by a third party over whom the Supplier has no monitoring or supervisory powers,
- a request for temporary or definitive interruption of the Service, made by a competent administrative or legal authority,
- total or partial destruction of the data transmitted or stored, resulting from errors directly or indirectly attributable to the Customer.

The compensation due from the Supplier in the event of any Service failure resulting from a fault attributable to the Supplier shall be limited to the direct loss linked to the failure in question, with the express exclusion of any consequential damages, including without

limitation commercial loss, loss of orders, damage to the brand image or any other commercial issue or loss of profits or customers (for example, inappropriate disclosure of confidential information due to defects or piracy of the system, third party actions against the Customer etc).

In any event, the amount of the damages which may be charged to the Supplier, should it be liable for any loss, shall be least of: (i) the amount of the sums actually paid by the Customer to the Supplier for the period considered, or (ii) the amount invoiced to the Customer by the Supplier, or (iii) the amount of the sums corresponding to the price of the Service for the part of the Service for which the responsibility of the Supplier was incurred.

The Supplier does not carry out any specific backups of the data stored on its servers. Therefore, the Customer is responsible for taking all the necessary steps to back up their data in case of loss or degradation of the data entrusted, irrespective of the cause thereof, including data not expressly mentioned herein.

The Customer recognises that no stipulation of this Agreement will release them from the obligation to pay all amounts due to the Supplier for the services rendered.

ARTICLE 4: OBLIGATIONS AND LIABILITY OF THE CUSTOMER

The Customer undertakes to obtain the powers, authorities and capabilities necessary for the conclusion and execution of the obligations stipulated herein.

The Customer undertakes to provide the Supplier with accurate and up-to-date personal information and bank details. The Supplier reserves the right to request supporting documentation from the Customer to ensure the accuracy of their information.

The Customer is solely and wholly responsible for the passwords needed to use the Service. The Supplier is released from all liability for any illicit or fraudulent use of the passwords provided to the Customer or generated by the Customer themselves. The provision of passwords is regarded as confidential. The Customer will be solely liable for any suspected disclosure of the passwords provided, whether intentional or not, whereas the Supplier will be exempt of all liability.

The Customer will be solely liable for the consequences of any malfunctioning of the Service resulting from use by the Customer themselves, their personnel, or any person to whom the Customer has supplied their password/s. Likewise, the Customer shall be solely liable for the consequences of losing the above mentioned password/s.

The Customer undertakes to respect all laws and regulations in force in the territory(ies) in which the Services are delivered to them, especially those relating to information technology, files, freedoms and intellectual property, as well as third party rights. The Customer is also committed to taking out all the necessary insurance from a reputedly solvent insurance company so as to cover all damages ascribable to him within the framework of these general Conditions or its execution.

The Customer hereby fully accepts all legal obligations arising from the administration of their Services. The Supplier cannot be held liable or investigated in this respect for any

reason, especially in the event of a violation of the laws or regulations applicable to the Customer's Services. Non-compliance by the Customer with the aforementioned points detailed in the Supplier's Special Conditions, and especially with any activity likely to generate a civil and/or penal liability will give the Supplier the right to immediately disconnect and/or stop the Customer's Services without prior notice, and to immediately and lawfully terminate this Agreement, without prejudice to the right to all damages and interest that the Supplier may claim.

The Customer undertakes to settle directly with a claimant, any sum demanded from the Supplier by such claimant. Moreover, the Customer undertakes to intervene at the request of the Supplier in any proceedings brought against the Supplier and shall indemnify and hold harmless the Supplier from any and all such third party claims. Consequently, the Customer undertakes to address any third party complaint and/or procedure, regardless of form, object or nature, that is brought against the Supplier and is related to the Customer's obligations under this Agreement.

The Customer undertakes to inform the Supplier within 48 hours of any change to their situation, and within 24 hours of any potential loss of passwords.

For all contact with the Supplier, the Customer undertakes to clearly formulate their request, according to the rules of use.

ARTICLE 5: TECHNICAL ASSISTANCE

5.1 Tools and documentation provided by the Supplier

The Supplier shall provide the Customer with a set of tools and documentation, accessible via the Supplier's Website.

The OVH website also contains the relevant details for contacting the Supplier's staff.

On this page, the Supplier shall provide the Customer with:

- A set of documentation and technical guides enabling better comprehension and use of the Service, ("Documentation");
- Communication tools to report the status of the Supplier installations;
- Interfaces providing real time overviews of the status of the Supplier network;
- A forum accessible via <http://forum.ovh.ie>;
- The contact details for the Supplier Technical Assistance;
- An Incident declaration form;
- The contact details of the IT Facilities Management Service in order to carry out additional services which are subject to separate invoicing (IT facilities management, specific intervention).

Prior verifications:

In the event of any malfunctioning of the Service, the Customer shall be responsible for consulting the Documentation and carrying out the technical tests suggested by the Supplier on the Supplier Website. In the event of being unable to resolve the malfunction encountered, the Customer shall declare the incident to the Supplier.

5.2 Incident declaration procedure:

In order to report an Incident, the Customer must fill in the specific form available in the management Interface, and communicate the maximum information on their problem to enable the Diagnostic to be carried out correctly. The Customer will also be able to locate the preceding tickets containing their email exchanges with the Supplier.

To this end, the Customer expressly authorises the Supplier and its sister companies and head office, to connect to their Service and to perform any operation necessary to producing the Diagnostic, at both hardware and software level.

In this respect, the Supplier reserves the right to refuse any intervention if, during its investigations, it finds the Customer to be using the Service in violation of the Supplier General Conditions or the laws and regulations in force in the territory(ies) in which it receives the Services.

All exchanges between the parties and especially email exchanges and telephone conversations will serve as the Customer's commitment to the intervention of the Supplier.

5.3 Incident handling and production of the Diagnostic

As part of this Incident declaration procedure, the Supplier will carry out a Diagnostic to investigate the origin and the cause of the malfunction encountered. If through its investigations, the Supplier determines that the malfunction is an Incident, meaning that the Supplier bears the responsibility, the cost related to realisation of the Diagnostic will be entirely borne by the Supplier in accordance with the OVH General Terms and Conditions.

Alternatively, if the Diagnostic reveals that the Supplier does not bear responsibility for the Incident encountered by the Customer or that its existence cannot be confirmed the time spent by the Supplier on carrying out the Diagnostic will be invoiced to the Customer at a flat rate available for consultation noted on the Supplier Website.

In the event of the Supplier being unable to identify the origin or the cause of the incident, the investigations relating to production of the Diagnostic will not be invoiced to the Customer if the Supplier is unable to identify the cause of the dysfunction, or if the Supplier is unable to provide the customer with a quotation for the correction of the malfunction.

Likewise, the Diagnostic will not be invoiced to the Customer if the Supplier is unable to provide a quotation for the correction of the incident.

The Customer undertakes not to improperly make use of the Technical Assistance. The Supplier reserves the right to refuse to handle a Customer request if their conduct or the frequency of their requests is likely to adversely affect the normal operation of the Technical Assistance Service.

5.4 Resolution of the Incident

At the end of the Diagnostic, the Supplier will convey the cause of the malfunction and will direct the Customer to the technical solutions for resolving the problem encountered. In the event of the Supplier not bearing the responsibility for the Malfunction, the Supplier will forward a quotation to the Customer corresponding to the cost of the resolution operations, if the Customer wants the Supplier to take charge of resolving its problem.

In this respect the Supplier recalls that it is only subject to an obligation of means.

5.5 Conditions of payment

The base price of the quotation is set out on the Supplier Website. The sums due will be invoiced monthly on the anniversary date of technical support being received for the Service. In the event of monthly renewal of the Service, all sums due relating to this Service, including technical support, will be invoiced.

No new interventions will be carried out if the payment of the preceding intervention has not been honoured.

ARTICLE 6: EXECUTION, TARIFF AND PAYMENT

6.1. Creation of the Customer account

For any ordering for the Services, the Customer must create an account, including their accurate and up-to-date personal information and bank details. This Customer account may be subject to the Supplier verification procedures in order to ensure that the information provided by the Customer is accurate.

6.2 Order confirmation

The Supplier shall confirm receipt of the purchase order and payment to the Customer by email without delay, and shall inform them when the Service ordered has been implemented under the conditions described hereinafter.

6.3 Execution of the order

The Service will be made available after the Supplier has validated the payment and within a maximum period of 7 days from the date that the purchase order is paid by the Customer. The actual payment is made when the sums corresponding to the Service are definitively credited to the Supplier account.

After this period and in the absence of provision of the Service by the Supplier, the Customer reserves the right to request cancellation of the transaction and a refund of the sums already paid.

6.4. Tariff

The tariffs in force for the various services offered by the Supplier are available on the Supplier Website, soyoustart.ie and upon request from the Supplier, at the following address: OVH Hosting Ltd, 12 The Courtyard Building, Carmanhall Road, Sandyford, Dublin 18.

The Services ordered will be cited on the order confirmation; they are inclusive of all taxes unless otherwise specified and are payable in Euro.

The Supplier will invoice the Customer for the setup fees of any SoYouStart dedicated server order. These fees correspond particularly to setting up and configuring the server, according to the operating system chosen by the Customer.

After each payment, the Supplier will send an invoice by email and/or will make it available to the Customer via their management Interface. The Customer expressly accepts that the invoice will be sent to them electronically.

The Supplier reserves the right to modify their prices at any time, subject to informing the Customer by email and/or to making an online announcement on the the Supplier Website one month in advance, if the new prices excluding tax are less favourable to the Customer. In this event, the Customer will have one month from receipt of this information to cancel their contract without penalty. Failing any such action by the Customer, the Customer will be deemed to have accepted the new tariffs. Price changes will apply to all Agreements, and especially ongoing Agreements.

The Supplier reserves the right to pass on any new tax or any increase in existing taxes without delay.

The Services provided by the Supplier are payable at the time of ordering. The Customer is solely responsible for payment of all sums due under the Agreement for the Supplier Services. By express agreement and unless deferment is requested in good time and specifically granted by the Supplier in writing, the total or partial non-payment of any sum due under the Agreement by the due date will automatically result in the following, without prior notification:

- immediate payment of any outstanding amounts owed by the Customer under the Agreement, regardless of the planned method of payment;
- suspension of all ongoing services, regardless of their nature, without prejudice to the ability of the Supplier to terminate the contract;
- removal of the possibility to subscribe to new services or to renew them;
- application of interest at a rate equal to 1.5 times the legal rate of interest in force in the Republic of Ireland.

Any disagreement concerning invoicing or the nature of the Services must be forwarded to the Supplier Customer Service via the Customer's management Interface, within one month of the order confirmation being issued.

In the event of costs being incurred by the Supplier, the Supplier will inform the Customer and will pass on the relevant supporting evidence and invoice. The Customer must then pay the sum due in Euro.

6.5. Payment

The payment can be made by bank card, cheque, via a Paypal® account, by bank transfer or postal order.

The Customer bears the responsibility for choosing the method of payment suitable for the Service ordered and the payment term.

6.6. Duration

The Service duration will be indicated at the time of placing the order. The data will be deleted on expiration of the Service.

The Supplier undertakes to provide a minimum of two email reminders prior to the expiration of the Service.

6.7. Renewal of Service

The Supplier will notify the Customer by email (the Customer is responsible for keeping its notified email address details up-to-date), prior to the imminent expiration and subsequent suspension of their Service.

Any non-payment or irregular payment, meaning incorrect or incomplete amounts in particular, or lacking the required references, or made by any method or procedure not accepted by the Supplier are not acceptable and will result in rejection by the Supplier of the registration or renewal request.

Concerning renewals paid by cheque, it is up to the Customer to request the renewal with sufficient time for the cheque to be received and processed by the Supplier prior to expiration of the Service. The Supplier reminds the Customer that the processing of a payment by cheque may take more than 5 working days in some cases.

ARTICLE 7: TERMINATION, LIMITATION AND SUSPENSION OF THE SERVICE

7.1. The Agreement will cease on expiry. It may be renewed via the Supplier Website, on payment of the corresponding price being made by the Customer, under the conditions specified in Article 6.

In accordance with the European Communities (Protection of Consumers in Respect of Contracts Made by Means of Distance Communication) Regulations, 2001 (the “Regulations”), any request by the Customer to cancel the Agreement will be effective from the day following the date of reception by the Supplier, provided that the Customer has provided all the information required to verify their identity. The Customer may request that the cancellation take effect more than ten days after the Supplier has received their cancellation request.

7.2. Each party is legally entitled to terminate the Agreement without compensation in the Event of Force Majeure lasting more than thirty days.

7.3. For a cancellation prior to expiration of the Agreement, the Customer is free to terminate the Agreement simply by writing to the Supplier at the postal address – 12 The Courtyard

Building, Carmanhall Road, Sandyford, Dublin 18. In this situation, the Customer will not be able to claim any reimbursement from the Supplier for amounts already paid.

7.4. In all other cases of failure by either party to meet their obligations to the other under the Agreement where such breach is not remedied within 7 days of either an email being sent to the breaching party giving notification of the failures in question, or any other form of valid notification by the non-breaching party, the Agreement will be automatically terminated without prejudice to any eventual damages claimed from the party in breach.

The date of notification of the letter comprising the infringements in question will be the date of the postmark, at the time of the first presentation of the letter.

7.5. The Supplier reserves the right to interrupt the Customer's Service if it poses a threat to the security maintenance or the stability of the Supplier infrastructure. As far as possible, the Supplier will inform the Customer of this in advance.

In case of need, the Supplier reserves the right to interrupt the Service to carry out a technical intervention, so as to improve its operation or to carry out any maintenance works.

The Supplier reserves the right to terminate the Customer's Service in the event of its non-compliance with the Supplier General Conditions of Service or Special Conditions applicable to the Customer's Service.

ARTICLE 8: OPERATING CONDITIONS

The Customer hereby recognises that fluctuations in bandwidth and the vagaries of the access provider are elements that could lead to discontinuity of the Services offered by the Supplier and which lie outside the Supplier's technical control.

Furthermore, the Service will be automatically restricted, limited or suspended by the Supplier:

- for any reason pursuant to the applicable Special Conditions;
- if the Supplier is notified by any interested third party of an administrative, arbitration or legal decision, in accordance with the applicable laws, ordering such a restriction, limitation or suspension, without it being necessary for the Supplier to be involved in the case.
- if the Supplier receives a notification regarding the Customer's Service from any third party bringing the existence of manifestly unlawful content to its attention.
- if the contact details listed in the Customer's account appear to be false, inaccurate or not up-to-date.

ARTICLE 9: CUSTOMER INFORMATION AND COMPLIANCE OF THE SERVICE

The Customer confirms, having verified the compatibility of the Service against their requirements and having received from the Supplier all the information and advice necessary to make an informed decision that it shall subscribe to this Service.

The Supplier reserves the right to monitor compliance with the conditions of use of the Service.

ARTICLE 10: TOLERANCE

The fact that the Supplier does not invoke any of these General Conditions and/or tolerates a failure by the Customer to meet any of the obligations under these General Conditions, at any given time, may not be interpreted as the Supplier waiving the right to subsequently insist on any of the said General Conditions or any part of any of them.

ARTICLE 11: PERSONAL DATA

Within the framework of the Service, the Customer is informed that the Supplier gathers personal data concerning them such as name, address, email and phone numbers, which is subject to automated processing under the provisions of the Data Protection Acts 1988 and 2003 (the “DPA”), for the purposes of customer relationship management and complying with legal obligations and regulations.

In order to enable the Supplier head office and sister companies to provide the Service support and maintenance, the Customer recognises and accepts that their personal data is passed on by the Supplier to its head office and sister companies, including those outside of the European Union. However, they will only access this data in order to carry out certain functions which are essential to providing the Service, while strictly respecting the rights of the Customer in terms of personal data protection.

In order to guarantee adequate protection of the Customer's personal data, the Supplier has adopted internal guidelines (“Binding Corporate Rules BCR”) which are binding on the Supplier and all of its head office and sister companies, from which the Supplier shall procure compliance. These rules are based on the European directives 95/46/CE and 2002/58/CE relating to personal data protection, and which aim to render the Supplier group practices compliant with the aforementioned directives, in terms of personal data protection. These Binding Corporate Rules can be accessed on the Supplier Website.

The Customer's personal data will not be passed on to any third parties other than for the Services where data communication is necessary for the correct implementation of the Service (e.g. relaying the domain owner to the registration authorities).

The Supplier may also pass on the Customer's personal data to judicial and/or administrative authorities as part of a judicial request issued by a competent authority.

In accordance with the DPA the Customer has the right to access and to correct and seek the erasure of the information held on him. They may exercise these rights and obtain communication of the information concerning them by sending an email to: cil@ovh.net or by writing to the postal address: OVH Hosting Ltd., 12 The Courtyard Building, Carmanhall Road, Sandyford, Dublin 18 .

Where the Customer acts as a data controller (as defined in the DPA) the Customer remains solely and wholly responsible for the processing of personal information that they carry out of their own accord, and concerning the aforementioned data, undertakes to comply with the DPA and all legal obligations and regulations relating to information technology, files, freedoms and intellectual property, and in particular, undertakes to file all declarations with the Office of the Data Protection Commissioner as required.

In all cases where the Customer's data is processed by the Supplier as a subcontractor under the DPA, it is acknowledged by the Customer that the Supplier acts only on the Customer's instructions and under the responsibility of the latter. In this event, the Supplier shall use reasonable endeavours to ensure the security and confidentiality of the relevant data under the conditions defined in Article 12 of these General Conditions.

ARTICLE 12 : CONFIDENTIALITY, LOCATION AND PHYSICAL SAFETY OF THE SUPPLIER INFRASTRUCTURES

The Supplier, and all personnel and head office and sister companies of the Supplier group, are bound by professional secrecy and the obligation for discretion in everything concerning the facts, information and decisions that they have been informed of within the scope of these General Conditions and implementation of the associated services.

The Supplier is especially prohibited from communicating to any person other than its head office, sister companies of the Supplier group, its entire personnel or a third party on request of a competent authority (administrative, arbitration or legal, in accordance with the appropriate applicable laws), whether directly or indirectly, all or part of the data, of any nature (commercial, technical, financial, personal, etc), communicated to the Supplier, or of which it is informed of during the execution of the Service.

- Location of the Infrastructures:

The infrastructures on which the Services are developed are located on French territory. However, some Services may be physically located abroad, and such an event, the physical location of the installations will be clearly declared to the Customer prior to subscription to the said Service.

- Physical security of the buildings:

The Supplier shall take all physical security measures aimed at preventing unauthorised access to the Infrastructures on which the Customer's data is stored.

ARTICLE 13: RIGHT TO WITHDRAW

In compliance with the Regulations the Customer being a consumer as that term is defined in the Regulations benefits from a right to cancel a contract concluded by e-mail, fax, telephone, online and mail order. A consumer may exercise their right to cancel without having to provide justifications or incurring penalties, other than return costs, if required, within seven (7) clear days of receipt of the goods, or of subscription to the service contract, by post or via a message sent to the Supplier Customer Support via their management interface. When the

seven day deadline expires on a Saturday, Sunday or a public holiday or non-working day, it will be extended until the next working day.

The right to cancel, if legitimately exercised, enables the consumer to be reimbursed for the goods and services relating to exercising this right.

In accordance with Regulation 13(1)(c) of the Consumer Protection (Distance Selling Regulations) 2000 a consumer does not have a right to cancel a contract for “the supply of goods made to the consumer’s specifications or clearly personalised” or which, by reason of their nature, cannot be returned or are liable to deteriorate or expire rapidly,

The Customer recognises that registering a domain name with the Supplier constitutes the supply of such personalised goods under the provisions of the aforementioned article, due to the Customer's choosing of the root domain name and extension held.

Therefore, the Customer is expressly informed that, pursuant to the Regulations they may not exercise their right to withdraw for the registration of the domain name ordered. Nor can this right be exercised by the Customer on renewal of the registration.

In accordance with the Regulations the Customer may not exert their right to cancel the Service if performance has begun, with the Customer's agreement, before the end of the 7 day period referred to in the Regulations, The Customer thus formally recognises and accepts that, in all situations where they accept the implementation of the Service or uses the Service before the expiry of the withdrawal period, they may not legitimately claim this right.

ARTICLE 15: MODIFICATION

These online General Conditions of Service and Special Conditions shall prevail over the printed General Conditions of Service and Special Conditions. The parties agree that the Supplier can lawfully modify its Service with no other formality than to inform the Customer via an online notice and/or to display its modifications in the online General Conditions. Any modification or introduction of new subscription options will be published online on the Supplier Website or by sending an email to the Customer. In such case, the Customer can, in exemption from Article 7, terminate the contract within thirty days of these modifications entering into the force.

ARTICLE 16: GENERAL PROVISIONS

16.1 Severability

If any Article or any part of any Article of the General Conditions of Service entered into with the Supplier should be held to be null and void in application of a statute, regulation or decision with res judicata effect by a competent court, the remaining Articles or part of them hereof shall remain in full force and effect.

In such event, the parties shall replace the cancelled provision, to the extent permitted, with a valid provision that is in keeping with the spirit and purpose hereof.

16.2 Headings

The article headings set out herein are provided solely for ease of reference, on the understanding that they do not have any binding force or specific meaning per se.

16.3 Special Conditions and Appendices

The Special Conditions and, if applicable, their Appendices are incorporated by reference into the Supplier General Conditions of Service and are inseparable from the said General Conditions. All these documents are herein referred to as the “General Conditions”.

All documents incorporated herein by reference can be consulted by the Customer on the Supplier Website. In addition, these documents are subject to modifications and updates.

16.4 Communications

In relation to emails between the parties, the date and time shown on the Supplier server will be applied. This information will be retained by the Supplier for the entire duration of the contractual relations.

All notifications, communications and formal notices envisaged by the General Conditions will be considered to have been delivered with legal effect if they are sent:

- For the Supplier, by registered post with request for proof of receipt to OVH Hosting Ltd, 12 The Courtyard Building, Carmanhall Road, Sandyford, Dublin 18 or support@soyoustart.ie
- For the Customer, by registered post with request for proof of receipt to the postal address and/or email address that they supplied to the Supplier.

16.5 Advertising and promotions

Within the scope of specialist advertising campaigns, events, seminars and publications on professional markets, the Supplier may refer to the Services provided to the Customer and to its commercial documentation and/or brochure.

ARTICLE 17: JURISDICTION

The parties irrevocably agree that the courts of the Republic of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.

ARTICLE 18: GOVERNING LAW

The Contract and any disputes or claims arising out of or in connection with its subject matter