GENERAL CONDITIONS HUBIC (YOUR HUB IN THE CLOUD)

<u>Latest version dated 07/02/2014</u>

This Agreement is made between:

- OVH SAS, a French-law company, electing domicile 2 rue Kellermann 59100 Roubaix residence, listed on the Trade and Commerce Register of Roubaix at number B424 761 419, represented by Mr. KLABA, hereinafter OVH,

- and any natural person wishing to commit to one or more of the services provided by company OVH, hereinafter the Customer.

In the event of a conflict between the Customer and the Supplier, the hubiC General Conditions written in French shall prevail.

DEFINITIONS:

Technical Assistance: *The division tasked with advising the Customer on installation and use of the Service through the provision of technical advice or appropriate documentation as necessary.*

Customer: *The natural or legal person and signatory of the OVH General and Special Conditions for all services procured from OVH, including free services.*

Documentation: *OVH shall provide the Customer with a set of tools and documentation, accessible via the OVH Website.*

Data: *Computer files of any type pertaining to the Customer, which can be stored using the Service.*

Customer ID: *The Customer Account for all services procured from OVH enabling access to the management interface.*

Software: *All programmes, procedures, rules and documentation which relate to the functioning of the data processing system enabling access to the Service*

Service: *Designates the service provided by OVH against payment or free of charge, in accordance with the contract signed by the Customer.*

OVH Website: *The website of the company OVH*

Synchronisation: *The process of synchronising the local storage space (computer, phone, tablet...) with the remote storage space (the Service).*

ARTICLE 1: **PURPOSE**

The Customer confirms having verified the compatibility of the Service against their requirements, and having received from OVH all the information and advice necessary to making an informed decision to subscribe to the hubiC Service.

The purpose of this Agreement is defining the technical and financial conditions under which the Customer is obligated to OVH.

These General Conditions of Service, supplemented if necessary by Special Conditions and/or appendices proposed by OVH shall prevail over all other conditions, and especially those of the Customer, for any order placed by the Customer for the services of the company OVH.

The Service offered by OVH free of charge is also governed by these general terms and conditions.

ARTICLE 2: **DESCRIPTION OF SERVICE**

hubiC is a dematerialised storage service which is accessible via the internet using various devices (PC, mobile phones, tablet…), through which the Customer can share data within their private domain.

It is hereby reminded that the Service is a remote storage space. The Service also facilitates content publication by creating URL addresses that the Customer can use to provide access to their content.
The Service is thus legally classified as a public online communication service.

The Service requires prior installation of the Software, in order to access the full range of functionalities developed by OVH.

The customer account must be created on the https://www.hubic.com website. In this instance, they will be asked to create their customer account and to choose a password, after downloading and installing the Software.

Furthermore, the Customer will receive an email requesting confirmation of their hubiC account activation. The Customer must click on the given link within seven (7) days of activation, or OVH will proceed to suspend the Service and will eventually delete the data.

The Customer will determine which free or paid service corresponds to their requirements, and they must provide an email address that will be used to identify their hubiC Service.

The Service is activated from the time of creating the Customer Account, and the storage space is created automatically.

For all subscriptions to paid versions of the Service, and for security purposes, the Customer will be asked to pay for their purchase order on the www.ovh.fr website (excluding purchases in the iOS application). Their service will be activated once the payment has been accepted by OVH.

The Customer can proceed to the Synchronisation of their content. This feature requires the size of the local storage space to be higher than that of the remote storage space. Failing this, Synchronisation will not be able to take place.

The bandwidth is limited to 10 Mbit/s upstream and downstream. The connection speed also depends on the quality of the Customer's internet connection.

Transfer, retrieval and deletion of data, in connection with use of the Service, will be carried out directly by the Customer using the Software.

ARTICLE 3: **OBLIGATIONS OF OVH**

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OVH is committed to taking all the care and diligence necessary to providing a quality Service, conforming to the customary professional practices and the state of the art. OVH is only subject to an obligation of means.

ARTICLE 4: **LIABILITY OF OVH**

OVH will not be held liable:

If the execution of this Agreement, or the obligations of OVH 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 OVH ("Event of Force Majeure"), then subject to a providing the Customer with prompt notification, OVH 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. 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, this Agreement may be lawfully terminated by either party, without either being entitled to any indemnity.

It may also be terminated due to misconduct on the part of the Customer, particularly in the following cases:

- deterioration of the Software,
- improper use of the Service by the Customer or persons authorised to access to the Customer's storage space, fault, negligence, omission or failure on their part, or failure to follow the advice given,
- divulgation or unlawful use of the password created by the Customer,
- fault, negligence or omission by a third party over whom OVH has no monitoring or supervisory powers,
- a request for temporary or definitive interruption of the Service, made by a competent administrative or legal authority, or notification by a third party bearer of rights,
- partial or total destruction of the data transmitted or stored, resulting from errors directly or indirectly attributable to the Customer.
- partial or total non-compliance with an obligation and/or failure of the network operators providing access to the internet, especially the Customer's access provider/s.

The compensation due from OVH in the event of any Service failure resulting from a fault attributable to OVH will correspond to the direct, personal and certain loss linked to the failure in question, with the express exclusion of any consequential damages, including in particular commercial loss, loss of orders, damage to the brand image, any other commercial issue, 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 total damages and interest which may be claimed from OVH, where its liability is invoked, will be limited to the total sums paid by the Customer to OVH for the period in question or invoiced to the Customer by OVH, or to the total sum corresponding to the price of the Service, for that part of the Service for which the liability of OVH has been invoked. The lesser of the aforementioned sums will be considered. For free offers, that amount will automatically be limited to five (05) Euros inclusive of taxes. Any liability action brought by the Customer against OVH must commence within 12 months of the event giving rise to the damage. No actions may be brought against OVH after that date.

Where OVH is required to take any protective measures required for managing its infrastructure in connection with the Service, the Customer is responsible for taking all the necessary measures to safeguard his data and the data of the users authorised to access his storage space in case of loss, alteration or deterioration of the stored data for whatever reason, including any cause not expressly mentioned herein. Likewise, all costs incurred for the recovery of data shall be borne solely by the Customer. OVH shall not be held liable for any loss or deterioration of the data of Customer or the users that

accesshis storage space. OVH bears no responsibility whatsoever for the propagation of the data stored by the Customer or his authorised users.

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

OVH has no intention of knowing the nature of the data stored by the Customer, and in that sense OVH declines all liability regarding the type of data that may be stored, transferred or exchanged through the Service.   Likewise, OVH reserves the right to verify the conformity of the Customer's use of the Service and in this context may verify the type of data transferred, stored or exchanged by the Customer. Under such circumstances, where OVH identifies inappropriate content, the Customer's Service will be immediately suspended and terminated in accordance with the law.

The Software will be installed under the sole responsibility of the Customer. OVH guarantees that it has taken all the measures necessary to ensuring that the Software is compatible with the equipment, but can only inform the Customer of the risks relating to the installation of a software programme on his terminal.

OVH reserves the right to carry out maintenance works on the hubiC infrastructure.   The Customer acknowledges that the Service may be unavailable for the duration of the maintenance works.   OVH will make every possible effort to limit the duration of the works and any disruption caused.

Likewise, OVH reserves the right right to impose any limitations intended to guarantee the sustainability of the Infrastructure, including, but not limited to, bandwidth restrictions and interruption of uploads and downloads.

ARTICLE 5: **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 OVH with his accurate and up-to-date personal information, and bank details (for paid services) on creation of the customer account.

The Customer is solely and wholly responsible for the passwords needed to use the Service. OVH is released from all liability for any illicit or fraudulent use of the passwords generated by the Customer. The provision of passwords is regarded as confidential. The Customer will solely be liable for any suspected disclosure of the passwords provided, whether intentional or not, whereas OVH will be exempt of all liability. In the event of a request for change of the password by the Customer, OVH reserves the right to charge for this service on a time-spent basis.

The Customer will be solely liable for the consequences of any malfunctioning of the Service resulting from use by the Customer ihimself, friends and family members, or any person to whom the Customer has supplied his password/s. Likewise, the Customer shall be solely liable for the consequences of losing the above mentioned password/s.

The Customer undertakes to comply with all the provisions of laws and regulations in force, and in particular those relating to information technology, digital files, intellectual property and individual freedoms, as well as the rights of the third parties (image copyright, the right to privacy etc.), and will ensure in this regard that the data stored by the Customer or authorised users complies with such provisions.

The Customer remains the sole proprietor of the data and files transferred and/or stored using the Service.
The Customer is prohibited from transferring, storing, copying or sharing data without possessing the full rights or authorisation from the rights-holders.

The Customer is fully liable for any sharing of the files stored on the Service. Furthermore, the Customer undertakes not to share the data stored using the Service in a public communication framework outside of his private domain.   The Customer is reminded that the Service is not intended to be used for mass file exchange, and in that sense OVH may impose controls to verify that the Customer's is making correct use of the Service.

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The Customer is prohibited from using, storing and/or sharing any content that may violate public order or standards of decency, or any content which incites racial hatred or is denialist, revisionist, violent, obscene, defamatory, or contains bestiality, paedophilia or pornography.

The Customer must guarantee that users given access to his storage space will comply with the obligations stipulated herein.

The Customer undertakes to verify that file transfers carried out using the Software have been completed successfully. OVH is released from all responsibility for any failure during the process of transferring or uploading files to the Customer's storage space. The Customer is responsible for taking all necessary precautions to verify that a transferred file has been stored correctly on the Service, and that it has not been compromised or altered. Likewise, the Customer acknowledges that he may be required to transfer a file again in the event of the previous transfer having been interrupted.

OVH cannot guarantee that files exceeding 5 GB will be deposited. In the event of needing to put a file of this size online, OVH asks the Customer to contact the technical support team in order to find out the most effective method of carrying out this operation.

The Customer is reminded that using the Service via mobile internet may incur charges from his mobile service provider, and that the Customer is responsible for verifying this. OVH is released of all responsibility in the event of the Customer's use of the Service resulting in an invoice being issued by another operator extraneous to this Agreement.

The Customer also undertakes to take out all the necessary insurance policies from a firm of reputable standing, in order to cover any losses for which he may be held liable in connection with this Agreement or its execution.

Failure by the Customer to comply with the above points, and particularly any activity which may result in civil and/or criminal liability, will entitle OVH to disconnect and/or interrupt the Service immediately, without notice, and to terminate this Agreement immediately in accordance with the law, without prejudice to any further damages and interest to which it may be entitled.

The Customer is prohibited from using the Service for commercial purposes, and is likewise committed to using the Service with due diligence.

The Service is intended for the general public, and is thus not intended for professional use.

The Customer undertakes to pay any sums claimed from OVH directly to the third party making the complaint. The Customer also agrees to intervene, at the request of OVH, in any claim made against the latter and will indemnify OVH in respect of any orders made against it in connection with such a claim. Consequently, the Customer undertakes to make it his personal business to deal with any claim and/or proceedings, of any form or nature, brought against OVH and connected to the Customer's obligations under this Agreement.

The Customer undertakes to inform OVH of any change to his situation within 48 hours, and within 24 hours of any potential loss of passwords.

The Customer agrees to formulate any requests clearly in all communications with OVH, according to the rules of usage.

ARTICLE 6: **PUBLICATION OF CONTENT**

In order to benefit from the content publishing feature, the hubiC account must be activated in accordance with the provisions of Article 2 of this Agreement.
The Customer will be then invited to enter his personal information in order to complete his Customer ID.

After confirmation of this step, the Customer may share the content of his choice with friends and family. The Customer alone will determine the duration of access to the said files and will assume total responsibility for this publication.

Likewise, the Customer is prohibited from publishing content without having full rights to do so and/or having authorisation from the rights-holders.

OVH may suspend without notice any publication of content which is the subject of a complaint or notification, and likewise, if it appears that the files made available pose a risk in terms of security (malicious files etc.).

The indexing of the content published by the third party is strictly prohibited and OVH reserves the right to take any necessary technical or legal measure in order to put a stop to such activity

ARTICLE 7: **PERSONAL DATA**

OVH reminds the Customer that OVH is required to retain a set of personal data in connection with the Service, in order to comply with regulatory and legal obligations.
As such, information such as "names, surnames, postal addresses, email addresses, telephone numbers and connection IP addresses" will be retained by OVH for the duration of the Agreement, and for 12 months after expiration of the Service.

The data transmitted by the Customer shall be retained for the statutory period applicable to the provision of evidence. OVH is prohibited from disclosing or reselling any personal data relating to the Customer, subject to any provisions to the contrary in the special conditions. Only the subsidiaries of OVH will have access to such information.

The Customer also acknowledges that OVH may be required to disclose his details at the request of the administrative, regulatory or judicial authorities.

In accordance with the French data protection law "Informatique et Libertés" of January 6th 1978, the Customer has the right to access and to correct the information held on him. He may exercise this right and obtain communication of the information concerning him via the email address: cil@ovh.net or by writing to the postal address:
OVH SAS, Correspondant Informatiques et Libertés, 2 rue Kellermann, 59100 Roubaix, France.
The Customer undertakes to comply with all the legal and regulatory requirements relating to information technology, data processing and civil liberties, and in particular, to make all the necessary privacy declarations required by the French Data Protection Authority (Commission Nationale de l'Informatique et des Libertés – C.N.I.L.).

Consequently, the Customer has the right to access, modify, rectify or eliminate any data collected, by contacting OVH at: 2 rue Kellermann – BP 80157 59053 ROUBAIX CEDEX 1, FRANCE.

Furthermore, the Customer is solely and exclusively responsible for complying with all the regulations resulting from the Data Processing and Civil Liberties Law. In this regard, as the controller of information of a personal nature which he is authorised to handle in connection with the Service, the Customer agrees to make all necessary applications to the CNIL and to take all the appropriate measures to protect the information of the persons concerned.

ARTICLE 8: **SECURITY AND CONFIDENTIALITY**

OVH undertakes to take all required measures to guarantee the security of the Customer's information. The data is solely stored on servers located on French territory.

The Customer's connections to the Service will be encrypted through the SSL (Secure Sockets Layer) protocol, regardless of the nature of the connection: View, transfer, upload/download etc.

OVH has taken all the technical measures necessary to preserving the confidentiality of the Customer's information. The data stored on the Service is strictly segregated, so that it can solely be accessed by the relevant Customer and never by another Customer of the hubiC service.
OVH shall take all physical security measures aimed at preventing unauthorised physical access to the Infrastructures on which the Customer's data is stored.

OVH undertakes not to intervene on the Customer's data, outside of exercising the right to duplicate the content of the storage space within the hubiC infrastructure, for the sole purpose of guaranteeing the redundancy of the Service in case of any disruption.

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ARTICLE 9: TECHNICAL ASSISTANCE

OVH will provide the Customer with technical assistance via dedicated forums available at https://forums.hubic.com.

The Customer can also refer to the Documentation relating to the Service.

ARTICLE 10: EXECUTION, TARIFF AND PAYMENT

10.1. Creation of the customer account

To order any paid Service from OVH (excluding purchases made in the iOS application), the Customer must create a customer account, providing accurate and up-to-date personal information and bank details.

10.2 Execution of the order

The Service will be made available after OVH has activated the customer account and within a maximum period of 7 days from of the purchase order being paid by the Customer.
Payment is considered to have been made when the amount payable for the Service has been credited to the OVH account. After that time, if OVH has not provided the Service, the Customer may request cancellation of the transaction and reimbursement of any sums already paid.

10.3. Tariff

The tariffs applicable to the various services offered by OVH are available online at https://www.hubic.com and upon request from OVH, at the following address: OVH, SAS: 2 rue Kellermann – BP 80157 59053 ROUBAIX CEDEX 1.
The services ordered will be described in the purchase order; they are inclusive of all taxes unless otherwise stated and are payable in euros.

OVH reserves the right to vary the prices at any time, provided that the Customer is notified by email or an online announcement made on the https://www.hubic.com website one month in advance, if the new prices excluding tax are less favourable to the Customer. In this instance, the Customer will have a period of one month from the date of notification to terminate this Agreement without penalty. If the Agreement is not terminated, the Customer will be deemed to have accepted the new tariffs. Price changes will apply to all contracts, and especially ongoing contracts.

OVH reserves the right to pass on the cost of any new tax or increase of an existing tax rate, without delay.

The services provided by OVH will be due and payable at the time of ordering. The Customer is solely responsible for payment of all sums due under the contract for OVH Services. It is hereby expressly agreed that unless deferment is requested in good time and specifically granted by OVH in writing, the partial or total non-payment of any sum due under this Agreement by the due date will immediately result in the following, without prior notification:

- all of the other sums due from the Customer under the Agreement will become immediately payable, regardless of the stipulated payment terms;
- all ongoing services will be suspended, regardless of their nature may be without prejudice to OVH's right to terminate the Agreement;
- it will not be possible to renew or subscribe to new services;
- application of interest at a rate equal to 1.5 times the legal rate of interest in force in France.

Any complaints regarding invoicing or the nature of the services must be expressed in writing and sent by email to the address on the https://www.hubic.com website within one month of the purchase order being issued.

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

10.4. Payment

Payments must be made online by bank card, at the time that this Agreement is concluded.

10.5. Purchases via the iOS application

Payments made using the iOS application will be carried out via the user's account on the e-commerce platform. The Customer undertakes to make direct contact with the e-commerce platform for any question or complaint in connection with these transactions.

Activation of the paying account must be carried out within 60 seconds.   If activation has not been carried out after this time, it may be necessary to restart the hubiC application.   If it does not function, a reboot of the terminal may be necessary.

10.6. Duration

The Service is subscribed to indefinitely, and the Customer can suspend or cancel his Service at any time by logging in to his account on the https://www.hubic.com website.

For free offers, the Service is subscribed to indefinitely, provided that the Customer regularly logs into the Service.   If the Customer does not log into the Service for a prolonged period, he will be notified by email that the Service will expire within thirty (30) days, and he will be invited to visit the https://www.hubic.com website to reactivate it. If the Service is not validated by the Customer within fifteen (15) days, it will be provisionally suspended, and permanently terminated after a subsequent 15 day period.

10.7. Saving a payment method

The Customer is able to save his bank card details in order to benefit from automatic renewal of the Service.
The Customer can manage, change and delete the saved bank card details by logging into the https://www.hubic.com website. The Customer cannot have more than one active bank card in his management interface.
OVH does not have access to the full bank card number, only the payment service provider has access to this information and undertakes to retain it according to the PCI-DSS (Payment Card Industry Data Security Standard) norms.

10.8. Service renewal

The Service is automatically renewed for a new one-month period provided that the Customer has saved a valid payment method.

Failing this, OVH will notify the Customer by email (the Customer is responsible for keeping the email address up-to-date), of the imminent expiration of his Service.

OVH undertakes to provide a minimum of three email reminders prior to the expiration of the Service.

If the Customer fails to renew the Service, the data will be deleted within thirty (30) days of the expiry date. The Customer is therefore responsible for taking all the necessary measures to ensure that his data and that of his authorised users is retrieved.

As part of a paid offer, any non-payment or irregularities, notably meaning incorrect or incomplete amounts, or payments lacking the required references, or made by any method or procedure not accepted by OVH will simply be disregarded and will result in OVH rejecting the request for subscription or renewal.

ARTICLE 11: TERMINATION, LIMITATION AND SUSPENSION OF THE SERVICE

11.1. The Agreement will be lawfully terminated on expiry.

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11.2. Either party may terminate this Agreement without indemnity where an Event of Force Majeure continues for more than 30 days.

11.3. The Agreement will be terminated by law without notice in the event of the Customer failing to meet any essential obligation under this Agreement.

11.4. In the event of termination prior to expiry, the Customer is free to request deletion of their Service, either by using the Software or the management interface. The Customer can also request termination of the Agreement simply by writing to OVH at: 2 rue Kellermann BP 80157 59053 ROUBAIX CEDEX 1, FRANCE. The Customer may not claim reimbursement from OVH for any sums already paid.

11.5. In all other cases of failure by either party to meet his obligations to the other under the contract, not remedied within 7 days of either an email being forwarded by the plaintiff giving notification of the failures in question, or any other form of valid notification by the said party, the contract will be automatically terminated by law, 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.

11.6. OVH reserves the right to interrupt the Customer's Service if it poses a threat to the security maintenance or the stability of the OVH hosting platform. As far as possible, OVH will inform the Customer of this in advance.

In case of need, OVH 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.

ARTICLE 12: CONDITIONS OF OPERATION

The Customer hereby recognises that fluctuations in bandwidth and contingencies affecting the access provider are elements that could lead to discontinuity of the services offered by the company OVH, and which lie outside its technical means.

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

- if the Customer appears to be using the Services provided to him for any activity that does not comply with these General Conditions;

- if OVH receives notification to this effect from a competent authority, administration, arbitration tribunal or court in accordance with applicable laws, or from a third party where it appears that the nature of the activity is illegal or of a nature that may invoke the liability of OVH;

- if the contact details listed in the Customer's account appear to be false, inaccurate or not up-to-date.

ARTICLE 13: CUSTOMER INFORMATION AND CONFORMITY OF THE SERVICE

The Customer confirms having verified the compatibility of the Service against their requirements, and having received from OVH all the information and advice necessary to making an informed decision to sign this Agreement.

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

ARTICLE 14: TOLERANCE

The fact that OVH does not invoke any of these General Conditions and/or tolerates a failure by the other party to meet any of the obligations under these General Conditions, at any given time, may not be interpreted as OVH waivering the right to subsequently insist on any of the said conditions.

ARTICLE 15: **RIGHT TO CANCEL**

The Customer (deemed to be a consumer under the French Consumer Code) hereby expressly accepts the immediate execution of the Service with effect from the validation of his order, and before expiration of the legal 14 day period and expressly waives his right to cancel. Consequently and in accordance with the terms of Article L.121-21-8 of the French Consumer Code, the Customer has no right to cancellation during the first subscription of the Service, nor any renewals or subsequent orders.
Customers that are deemed to be a consumer under the French Consumer Code are also excluded from exercising the right to cancellation.

In the context of purchases made using the iOS application, the Customer is invited to directly consult the conditions of use that are specific to this payment method at the e-commerce platform.

ARTICLE 16: **AMENDMENTS**

The online General and Special Conditions shall prevail over the printed General and Special Conditions. The parties agree that OVH can lawfully modify the Service with no other formality than to inform the Customer via an online notice and/or to display the modifications in the online General Conditions. Any amendment or introduction of new subscription options will be published online at https://www.hubic.com/ or will be sent to the Customer by email. In such case, the Customer may, in exemption from Article 10, terminate the contract within thirty days of these modifications entering into the force.

ARTICLE 17: **GENERAL PROVISIONS**/

17.1 Severability

If the event of any clause of the Agreement for services procured from OVH becoming invalid and unenforceable in application of a law, regulation or decision with res judicata effect by a competent court, the remaining clauses hereof shall remain in full force and effect.

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

17.2 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.

17.3 Special Conditions and Appendices

The Special Conditions and, if applicable, their Appendices are incorporated by reference into the OVH 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 https://www.hubic.com website.
In addition, these documents are subject to modifications and updates.

17.4 Communications

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For any exchange of information by email between the parties, the date and time of the OVH server will be applied. This information will be retained by OVH 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 by registered post with request for proof of receipt to:

- For OVH: 2 rue Kellermann – BP 80157 59053 ROUBAIX CEDEX 1

- For the Customer: to the postal address and/or email address that he supplied to OVH

ARTICLE 18: JURISDICTION

In the event of a dispute with a Customer who is not deemed to be a consumer under the French Consumer Code, the Tribunal de Commerce de Lille Métropole (Commercial Court of Lille, France), shall have jurisdiction, notwithstanding the plurality of defendants or in the event of a third party notice, including urgent and protective measures, by summary application or by petition.

ARTICLE 19: GOVERNING LAW

This Agreement is governed by French law. This applies to both substantive and procedural laws, at the exclusion of conflict-of-law rules under French law on the one hand, and the provisions of French law that are contrary to this Agreement, on the other.