



## **HUBIC Referral Offer**

*In the event of a conflict between the Customer and the Supplier, the Contract "Offre Parrainage HUBIC written in French shall prevail.*

### **Article 1. Introduction**

This recommend a friend promotion, referred to hereinafter as "the Referral Offer", is organised by OVH, a French-law company with a capital of €10,059,500, listed on the Trade and Commerce Register of Lille Métropole under the number B424 761 419, with headquarters at 2 rue Kellermann in Roubaix (59100).

The Referral Offer is organised on a permanent basis.

### **Article 2. Definition**

**Referrer:** the owner of a HUBIC account who shares a code with any third party to enable them to receive an additional amount of storage upon the creation of a hubiC account.

**Referred Party:** any natural or legal person who creates a HUBIC account for the first time, by providing the full name and email address of the Referrer, and entering a referral code upon creation of their account.

### **Article 3. Procedure of the referral offer**

The Referrer, while connected to their HUBIC account, may share a referral code via their Twitter or Facebook account, or via email by entering the email addresses of any parties who may be interested in the offer. During the course of the Referral Offer, OVH may propose alternative means to share the referral code.

The Referred Party may click on the URL which has been shared by one of the aforementioned means.

Once the Referred Party has access to the HUBIC interface, they shall enter the code shared by the Referrer and might then create a HUBIC account by providing the information required to create an account.

Once the Referred Party has activated their HUBIC account, both the Referrer and the Referred Party will benefit from the advantages indicated below within 48 hours.

If the Referrer and/or the Referred Party fail to comply with these steps and to provide any of the information required to create a HUBIC account, the Referral Offer shall not be approved and OVH may not be held liable as a result.

#### **Article 4. Validity of the code**

There is no limit to the number of people who may use the referral code.

However, this code only allows the Referrer to receive the advantages listed below for a maximum of five (5) HUBIC accounts created and activated by the Referred Parties using this code.

OVH reserves the right to verify the accuracy of information provided by the Referrer and Referred Party. As such, the Referrer and Referred Party, by taking part in the Referral Offer, authorise OVH to verify the adequacy of information provided in the context of the Referral Offer. The provision of any false information may lead to the automatic cancellation of the Referral Offer and, in certain cases, all the allocations granted.

#### **Article 5. Allocations**

##### **Article 5.1 Allocation granted to the Referrer**

Once the Referred Party has activated a HUBIC account by entering the referral code, the Referrer will receive a fixed quantity of free storage for a maximum of five (5) HUBIC accounts created and activated using the code shared by the Referrer.

The fixed quantity of storage offered will be as followed:

- If the Referrer has an account of 25 GB, they will receive 5 GB
- If the Referrer has an account of 100 GB, they will receive 10 GB
- If the Referrer has an account of 10 TB, they will receive 500 GB

It is understood that the fixed quantity given as part of the Referral Offer is valid for as long as the HUBIC account of the Referrer remains valid. This amount will increase depending on the size of the account of the Referrer. As a consequence, if the Referrer increases the size of their account from 25 GB to 10 TB, for example, they will receive 500 GB. Similarly, if they increase the size of their account to 100 GB, they will receive 10 GB.

The fixed quantity of storage offered to the Referrer as part of these benefits is cumulative and is limited to 5 Referral Offers for as long as the HUBIC account of the Referrer remains valid.

The Referrer shall receive the allocation within 48 hours from the time that the HUBIC account of the Referred Party becomes activated.

#### **Article 5.2 Allocation granted to the Referred Party**

The Referred Party will receive a fixed quantity of storage when they activate a HUBIC account for the first time using the referral code.

The fixed quantity of storage offered will be as followed:

- If the Referred Party has an account of 25 GB, they will receive 5 GB
- If the Referred Party has an account of 100 GB, they will receive 10 GB
- If the Referred Party has an account of 10 TB, they will receive 500 GB

It is understood that the fixed quantity granted as part of the Referral Offer is valid for as long as the HUBIC account of the Referred Party remains valid. This amount increases depending on the size of the account of the Referred Party. As a consequence, if the Referred Party increases the size of their account from 25 GB to 100 GB, for example, they will receive 10 GB. Similarly, if they decrease the size of their account to 25 GB, they will receive 5 GB.

The Referred Party is entitled to one Referrer only.

#### **Article 6. Personal data**

The Referrer and the Referred Party are hereby informed that OVH, in the context of the Referral Offer, shall collect their personal data. As such, the Referrer and the Referred Party are informed that, in accordance with the amended French Data Protection Act of 6 January 1978, they have the right to access and correct their data. This right may be exercised by email at the following email address: [cil@ovh.net](mailto:cil@ovh.net), or by post to the following postal address: OVH SAS, Data Protection Correspondent (CIL), 2 rue Kellermann, 59100 ROUBAIX, France.

The Referrer confirms that they have obtained consent from the owner of any address to which they send their referral codes. The failure of the Referrer to obtain the consent from the aforementioned owner or any such complaints addressed to OVH will constitute a breach of the current rules, and may cause OVH to withdraw all allocations with immediate effect and claim damages for any losses incurred.

#### **Article 7. Conditions of the offer**

Taking part in the Referral Offer implies full and complete acceptance of these rules, therefore all parties must comply with these rules to benefit from the Referral Offer. OVH reserves the right to cancel the benefits received by the Referrer and the Referred Party as part of this referral offer in the event that the Referred Party exercises their right of

withdrawal or OVH suspects that the Referrer and the Referred Party are carrying out practices aimed at obtaining allocations fraudulently.

OVH reserves the right to change, at any time and without prior notification, the conditions of this Referral Offer by providing notification of the changes in the HUBIC Control Panel. Similarly, OVH may terminate the Referral Offer at any time, and shall not be considered liable as a result.

The Referred Party shall only receive the allocation the first time that they open a HUBIC account.

The allocations provided may not under any circumstances be traded or exchanged for cash. No claims or appeals related to the benefits or the attribution of benefits may be addressed to OVH.

Subscription to a HUBIC offer is subject to compliance with the applicable terms and conditions, available at [https://hubic.com/en/contracts/Contrat\\_hubiC\\_2014.pdf](https://hubic.com/en/contracts/Contrat_hubiC_2014.pdf).