SPECIAL CONDITIONS FOR HOSTING SERVICES ON A DEDICATED OR VIRTUAL PRIVATE SERVER

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The Supplier provides different categories of Dedicated Server. The hardware and software configurations, and the different tariffs applicable, are specified on the Supplier's website at http://www.lusovps.com or http://cart.lusovps.com.

1. **Interpretation**

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

Dedicated Hosting Services: the hosting of the Website on a Dedicated or Virtual Server for the Customer's exclusive use.

Dedicated Server: the Supplier's server at lusovps.com on which the Website shall be hosted for the purpose of the Dedicated Hosting Services, and which shall have a fixed IP address assigned to it. A VPS (Virtual Private Server) is also considered as a Dedicated Server.

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

WHMCS Client Area: The Customer's Management Area. This service is supplied by LUSOVPS only.

2. **Application of Conditions**

These Conditions shall apply to any Contract between the Supplier and the Customer for the provision of Dedicated 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 any other Conditions, these Conditions shall prevail.

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3. **Dedicated Server**

3.1 The Dedicated Server shall remain the property of the Supplier at all times. The Customer shall not be entitled to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Dedicated Server.

3.2 In order to maintain adequate security levels of the Dedicated Server and of all the servers hosted by the Supplier, the Supplier shall inform the Customer by email of the availability of Software upgrades for which a high level security failure has been noticed. The Supplier shall be entitled to disconnect the Dedicated Server if such upgrades are not carried out by the Customer following the Supplier's notification.

3.3 The provisions relating to the provision of technical support shall not apply if the Customer has opted not to use support service.

4. **Supplier's obligations**

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

4.2 The Supplier shall provide the Hardware and Software necessary for the provision of the Dedicated Hosting Services.

4.3 The Supplier warrants that the Hardware, Software and the Dedicated Server shall perform in accordance with the specifications set out in the Order.

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

(a) the Hardware and Software is maintained in good working order and in accordance with best industry practice;

(b) any defect, error or malfunction of the Hardware or Software is remedied as soon as is reasonably practicable, and the Client is informed immediately if such repair or replacement requires the Dedicated Hosting Services to be suspended;

(c) any disruption to the Dedicated 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 4.5 and 5, the Customer shall have access to the Dedicated 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 meet and agree an increased bandwidth usage and the corresponding additional fees.

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

5. **Supplier's liability**

5.1 The Customer acknowledges that the Supplier shall not be responsible for any failure or malfunction of the Dedicated Server.

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

(a) any act, omission, fault or negligence of a third party not connected to the Supplier, and in particular any unauthorized access to the Website or the Content;

(b) any act of piracy, viruses, worms, trojan horses or other harmful codes that affect or may affect the Dedicated Server, the Website and/or the provision of the Dedicated Hosting Services;

(c) any actual or suspected security breaches in connection with the Dedicated Hosting Services;

(d) any loss following the uploading of the Website to another server or IT system;

(e) any modification (or attempted modification) of the Software by the Customer or a third party not authorized by the Supplier;

(f) any loss caused by the operation or non-operation, use or non-use of the Website or the Content;

(g) downtime caused by routine or emergency maintenance, repair or upgrade to the Dedicated Hosting Services provided that, if such maintenance, repair or upgrade requires the Dedicated 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 Dedicated Hosting Services as soon as reasonably practicable;

(h) any interruption, partial or total failure of the Dedicated Hosting Services due to any variation of the bandwidth or any failure of the Supplier's ISP/Access Provider.

5.3 If the Supplier detects that the security or integrity of the Website has been compromised, the Supplier shall inform the Customer by email that the Content must be re-installed, and the Supplier shall be entitled to protect the integrity of the Dedicated Server by disconnecting it from the Internet until the Website has been reinstated. The Customer shall be responsible for reinstalling the Content. The Supplier's sole responsibility shall be to reconnect the Website to the Internet once it has been reinstated.

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

5.5 In so far as LUSOVPS is susceptible to receiving notifications of illicit use of an IP address attributed to a Customer, said Customer will be assessed according to the law applicable to the location of the Customer and LUSOVPS can offer the Customer an IP address corresponding to the State to which they are established and/or to which the Customer must move their service.

The Customer is therefore required, when using an IP address corresponding to a particular State, to comply with all laws and regulations of that State. In the case where LUSOVPS receives notification stating the violation by the Customer of the applicable law of the State for their corresponding IP address, the Customer must take all necessary measures to cease the violation in question. Otherwise, LUSOVPS reserves the right to suspend service

5.6 The Supplier cannot guarantee that the Dedicated Hosting Services will be maintained in the event the Customer's usage of the bandwidth exceeds 101Mbps, although the Supplier shall use its reasonable endeavours to do so.

5.7 The Supplier reserves the right to limit any Dedicated Hosting Service Resources when an abuse is detected. The decision of what is an abuse is solely decided by the Supplier.

5.8 The Supplier reserves the right to suspend a Service without notification if the Customer doesn't comply with these Terms of Service.

6. Customer's obligations

6.1 The Customer shall be solely responsible for:

(a) managing the Dedicated Server, and for any loss or damage to the Dedicated Server, and shall put in place appropriate insurance cover the risk of LUSOVPS any such loss or damage. The Customer may not claim any reimbursement, replacement, or compensation from the Supplier in any circumstances;

(b) 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;

(c) 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;

(d) 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;

(e) 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;

(f) ensuring that the Content, any material linked to the Website and any activity conducted via the Website do not breach the rights of any third parties including without limitation any intellectual property rights.

(g) making regular backups of the Content on any website from time to time.

6.2 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.

6.3 The Customer shall not abuse on the resources given by the Supplier.

6.4 When the Service is hired to send email notifications, the Customer will setup its configuration to use LUSOVPS email servers. The supplied IP address cannot be used to send emails directly through the internet.

7. **Term and Termination**

7.1 The Supplier shall send the Customer at least 1 reminder.

7.2 The Supplier shall be entitled to terminate the Dedicated Hosting Services for its own convenience at any time and without incurring any liability by giving 30 days' notice to the Customer.

7.3 The Supplier shall be entitled to suspend the Dedicated Hosting Services without incurring any liability if the Customer commits a breach of Condition 6 of these Conditions.

7.4 The Supplier shall be entitled to disconnect the Dedicated Server and/or to erase the Content and any material uploaded on the Dedicated Server 3 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.

7.5 The Supplier shall be entitled to terminate the Service if a refund is asked, without providing any backup on the Service.

8. Refunds

8.1 The Supplier may refuse the partial or full refund of the currency used to pay for the service, if the user is found to be abusing or misusing the service provided by the Supplier. This refusal is decided solely by the Supplier.

8.2 The refund will be given only through the gateway used to originally pay for the service.

8.3 Refunds will be divided into 2 ways:

8.3.1 Money Refund

The Supplier can refund the Customer by currency only within the first 7 days of the product, if not violating 8.1 and 8.2.

8.3.2 Credit Refund

The Supplier can refund the Customer with credit applied on the Client Area after the first 7 days of the product, if not violating 8.1 and 8.2.

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