SPECIFIC TERMS AND CONDITIONS
ON THE RENTAL OF A VIRTUAL PRIVATE SERVER

Latest Version on September 17, 2018

SECTION 1: **Object**

BULLTEN shall provide the Virtual Private Server to the Customer and the Customer shall pay for the Virtual Private Server in accordance with these Conditions and the General Conditions. In the event of conflict between these Conditions and the General Conditions, these Conditions shall prevail.

SECTION 2: **Means**

There are a number of different configurations of Virtual Private Servers as described online at www.bullten.com. It is the Customer's responsibility to define in the Order the configuration and the operating system that will best suit their needs and expectations.

SECTION 3: **Technical Support**

For any malfunction of the Virtual Private Server, the Customer can contact the incident team established by BULLTEN, and whose contact details are available at www.bullten.com. Similarly, for any technical advice related to the use of the Virtual Private Server, BULLTEN invites users to go to the forum available at www.bullten.com or to communicate with users through the mailing list dedicated to the Virtual Private Server..

SECTION 4: **Terms and Conditions of Service**

In consideration for the payment of the Charges by the Customer, BULLTEN shall provide the Customer with a Virtual Private Server on the Host Server, equipped with the dedicated resources (hard disk partitions, RAM and processor) specified in the Order.

Upon acceptance of the Order, BULLTEN shall e-mail the Customer their access codes required to connect to the Virtual Private Server. The Virtual Private Server provided by BULLTEN has one fixed IP V4 address, localized in accordance with the physical location of the Virtual Private Server.

The Host Server and the Virtual Private Server shall remain the property of BULLTEN at all times.

Concurrently, BULLTEN is responsible for the management of the Infrastructure, and for the administration of the Host Servers on which the Customer's Virtual Private Server is installed, but BULLTEN has no responsibility for the administration of their Customer's Virtual Private Servers and the Customer is solely responsible for the management of their Virtual Private Server.

The Customer attests to having the necessary technical knowledge to appropriately manage a computer server such as the Virtual Private Server as proposed by BULLTEN, as well as performing a backup of their data stored on the Service. The Customer also commits to read the documentation provided by BULLTEN regarding the Virtual Private Server service.

The Customer may install software on the Virtual Private Server at their own risk and BULLTEN accepts no responsibility for any subsequent malfunction of the Virtual Private Server which would result from any such installation by the Customer.

BULLTEN reserves the right to limit, filter, suspend or restrict features and protocols (such as IRC or peer to peer file sharing) of the Virtual Private Server to ensure the security of their infrastructure.

The Customer may modify the configuration of their Virtual Private Server. The Customer may order the configuration they wish to apply to their Virtual Private Server in their Management interface. This modification may take effect a few hours following their order.

In the case of a server of the Virtual Private Server range, BULLTEN will guarantee a bandwidth of up to 100 Mbps (one hundred megabits per second) as long as the traffic of the bandwidth does not exceed the pre-defined set monthly volume of 10TB (ten terabytes). This monthly volume includes both internal BULLTEN traffic and traffic outside of the BULLTEN network. When the monthly traffic volume exceeds the set monthly volume, the bandwidth of the Virtual Private Server will be limited to 1 Mbps until the next monthly renewal date.

The billing conditions applicable to such change of configuration are hereby defined by Section 13.

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The Customer acknowledges that BULLTEN cannot guarantee modification requests, as the service is based on virtual technologies.

BULLTEN reserves the right to limit or restrict certain functionalities of the Virtual Private Server in order to guarantee the security of its Infrastructure. BULLTEN will inform the Customer, to the extent possible, of the implementation of such blocking.

The Customer agrees to use the Service in good faith.

SECTION 5: **Obligations of BULLTEN**

BULLTEN shall provide the Virtual Private Server with reasonable care and skill and in accordance with best industry practices.

BULLTEN agrees to:

5.1 Provide the Infrastructure necessary for the provision of the Virtual Private Server.

5.2 Use its reasonable endeavors to ensure that the Host Server is administered and maintained in good working order; any defect, error or malfunction of the Host Server is remedied as soon as is reasonably practicable, and the Customer is informed immediately if such repair or replacement requires the Virtual Private Server to be suspended for any period;

5.3 Ensure the availability of the Virtual Private Server of the Customer in accordance with the terms of Section 11 hereby. BULLTEN reserves the right to interrupt the Service in order to perform a technical intervention to improve its operation.

5.4 Intervene as soon as is reasonably practicable upon a request for intervention by the Customer in the event of an incident non-consequential to an improper use of the Virtual Private Server by the Customer.

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5.5 Ensure the best level of quality in the maintenance of its tools in accordance with best industry practices.

SECTION 6: **Liability of BULLTEN**

BULLTEN shall have no liability with regards to:

- Any negligent act or omission of the Customer, including any failure by the Customer to follow the advice or recommendations of BULLTEN;
- Breach, infringement or negligent act or omission of a third party of which BULLTEN has no monitoring control;
- A force majeure act, event, omission, non-event or incident outside BULLTEN's reasonable control;
- Access to the Virtual Private Server by a third party without the authority of the Customer;
- Interruption of the Service for any cause covered in Section 7;
- Loss of or failure by the Customer to maintain the security of the confidential password(s) provided to the Customer by BULLTEN, or any improper use of any such password(s);
- General deterioration of the application;
- Any improper use of terminals by the Customer or the Customer's customers;
- Any partial or total destruction of information transmitted or stored following errors attributable directly or indirectly to the Customer;
- Modification (or attempted modification) of the Infrastructure by the Customer or a third party not authorized by BULLTEN.

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BULLTEN reserves the right to suspend the Customer's access to the Virtual Private Server if the Customer's Virtual Private Server constitutes a danger to the maintenance of the security of the Infrastructure, particularly in cases of piracy of the Customer's Virtual Private Server, where a flaw is detected in the security system.

BULLTEN shall use reasonable endeavors to inform the Customer as reasonably practicable if due to any maintenance, repair or upgrade requirements the Virtual Private Server are to be suspended, such notice to include information about the likely duration of such suspension.

However, in the case of repeated or particularly severe failure, BULLTEN reserves the right not to put the Customer's Virtual Private Server back in service.

BULLTEN provides the Customer with access to a Virtual Private Server to allow the Customer to store data, materials and other information belonging to the Customer or their customers, and the Customer accepts full responsibility for such data, materials and other information.

BULLTEN accepts no responsibility for any content transmitted, distributed, collected or posted on or through the Customer's Virtual Private Server, or for the operation or updating of any files (including address files) containing such content and, gives no guarantee regarding the security or preservation of such content.

BULLTEN shall bear no responsibility for the failure of any network operators, and the Customer's service providers, to comply in whole or in part with any obligations relating to the operation of the Internet.

BULLTEN does not perform any specific backup operations of the data stored on the Virtual Private Server of the Customer.

It is therefore the responsibility of the Customer to take all the necessary precautions in making sure to perform a backup in case of loss or deterioration of the entrusted data, regardless of the cause, and including but not limited to any data which is not specifically covered hereby.

BULLTEN does not provide any warranty related to the consequences of the Service usage by the Customer, notably with regards to the securing and safeguarding of said data.

LIMITED LIABILITY

THE CUSTOMER ACKNOWLEDGES THAT BULLTEN AUTHORIZES OTHER SERVICE USERS TO INSTALL THEIR WEBSITES AND SERVERS IN ITS FACILITIES. BULLTEN SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR DAMAGES, COSTS OR LOSSES INCURRED BY THE CUSTOMER (OR BY THE LATTER'S OWN CUSTOMERS) AND CAUSED BY ANOTHER SERVICE USER'S ACT, MATERIAL OR FAILURE TO ACT. BULLTEN'S LIABILITY IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) BY STATUTE, OR OTHERWISE, TO THE CUSTOMER (OR THE LATTER'S OWN CUSTOMERS), CONCERNING PERFORMANCE OR NON-PERFORMANCE, AS APPLICABLE, OF ANY OBLIGATION CREATED UNDER THIS AGREEMENT, WITH REGARD TO ANY CLAIM, SHALL BE LIMITED AND SHALL NOT, IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO BULLTEN UNDER THIS AGREEMENT IN THE THREE- (3-) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL BULLTEN BE LIABLE FOR ANY LOST PROFITS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

SECTION 7: Customer's Obligations

7.1 The Customer warrants that it has the power, authority and capacity necessary to enter into this Contract and to observe and perform their obligations under this Contract.

7.2 The Customer shall provide valid contact information (first name, surname, organization if applicable, mailing address, telephone number, and email address) for any site or sites hosted by the Customer within 72 hours of any request from BULLTEN for such information. BULLTEN reserves the right to suspend the Customer's Service upon failure to comply by the Customer and BULLTEN's request can apply to the various websites hosted by the Customer.

7.3 The Customer acts as an independent entity and consequently shall solely bear the risks of their activities. The Customer is solely responsible for the services and Internet sites hosted on their Virtual Private Server, for the content of the information transmitted, broadcasted or collected, for their management and updating, as well as for all files, notably address files.

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The Customer is also considered as a hosting provider in accordance with the legal provisions of the country where the private server is hosted, in the sense that "he ensures, even if at no charge and for availability to the public through online communication services, the storage of signals, texts, images, sounds or messages of any nature provided by the recipients of those services".

In that regard, BULLTEN only ensures access to the Virtual Private Server to the Customer by permitting the storage of the Customer's data and their clients' data.

7.4 The Customer agrees to ensure that the Content, hypertext links and any activity hosted on or conducted via the Virtual Private Server do not infringe any applicable laws, regulations or the rights of any third parties, including (without limitation) material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights such as personality rights, copyrights, patent rights, trademarks and other intellectual property right

The Customer may not use the Virtual Private Server for the establishment of unlocking services with the purpose of allowing the downloading of files in large quantities onto the file hosting platforms.

The Customer shall arrange and pay for any license that is required when using third party software on their Virtual Private Server.

BULLTEN can only warn the Customer against the legal consequences which could ensue from conducting illicit activities on the Virtual Private Server, and hold BULLTEN harmless from any joint and several liability with regards to the usage of the data made available to internet users by the Customer.

The same applies if the Customer demonstrably uses spamming over the Internet, which will bring about the interruption of the Service as well as the termination of this agreement without notice. The Customer must also refrain from using the Virtual Private Server to conduct any kind of intrusive activity or intrusion attempt, including but not limited to: port scanning, sniffing, spoofing.

Under these assumptions, BULLTEN reserves the right to immediately cancel the agreement without prejudice to any damages that BULLTEN could be entitled to.

7.5 The Customer shall solely bear the consequences of a malfunction of the Virtual Private Server or any relating losses resulting from any use of the Virtual Private Server by any employee or agent of the Customer or any other person to whom the Customer has provided the confidential password(s) provided to the Customer by BULLTEN. Moreover, the Customer shall solely bear any consequences resulting from the loss of the aforementioned password(s).

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7.6 The Customer agrees not to send any unsolicited emails, or SPAM, from their Virtual Private Server. A failure to comply with this provision could result in the suspension of the Virtual Private Server from which the unsolicited emails have been sent and/or the termination of the Contract.

7.7 Anonymization services or public proxy (as VPN, Tor, P2P, IRC) and cardsharing (or equivalent) are not permitted on the Service.

7.8 The virtualization technologies used by BULLTEN for the management of the Customer's Virtual Private Server shall in no way represent any obligation on the part of BULLTEN to ensure the safeguard of the Customer's data. All measures necessary to ensure the backup of the Customer's data remains the exclusive responsibility of the Customer.

7.9 The Customer shall arrange and pay for any license or right to use contracted with BULLTEN. If the Customer fails to comply, BULLTEN reserves the right to suspend the Service without notice.

7.10 BULLTEN reserves the right to inspect the Customer's usage of the Virtual Private Server in order to verify compliance with these provisions.

BULLTEN reserves the right to suspend the Service without notice, in the Conditions stated in Section 7 of BULLTEN's Terms of Service, in the event of a failure by the Customer to comply with BULLTEN's general and special conditions and, in general, to all applicable laws and regulations as well as the rights of third parties.

SECTION 8: **Measures for the Prevention of Spamming from BULLTEN'S Network**

BULLTEN shall implement a system of technical measures intended to prevent the dispatch of fraudulent emails and spam from its infrastructure.

BULLTEN shall monitor outgoing traffic from the Server towards port 25 (SMTP server) on the internet, which shall involve monitoring traffic by means of automatic tools. The outgoing traffic shall be monitored by BULLTEN with a delay of a few seconds, rather than being filtered or intercepted. These operations shall be conducted by BULLTEN in parallel between the Server and the internet.

BULLTEN shall not conduct any tagging of e-mails, and shall not modify e-mails sent by the Customer in anyway whatsoever. No information shall be stored by BULLTEN during these operations aside from statistical data.

The operation of monitoring outgoing traffic from the Server towards port 25 (SMTP server) on the internet shall be conducted regularly and in a fully-automated manner by BULLTEN and the Customer acknowledges that no human intervention is involved during the monitoring of traffic to port 25 (SMTP port).

In the case of outgoing traffic from the Customer's server, including e-mails, being identified as spam or fraudulent e-mails, BULLTEN shall inform the Customer by e-mail and block the Server's SMTP port.

BULLTEN shall not keep any copy of e-mails sent from the Server's SMTP port, when they are identified as spam.

The Customer may request unblocking of the SMTP port through their management interface.

Any new e-mail identified as spam will entail a new blocking of the SMTP port by BULLTEN for a longer period to be determined at BULLTEN's reasonable discretion.

On the occurrence of BULLTEN blocking the SMTP port for a third time, BULLTEN reserves the right to deny any new request for the unblocking of the SMTP port.

SECTION 9: Mitigation (protection against DOS and DDOS attacks)

BULLTEN shall implement protection against DOS and DDOS-type (Distributed Denial Of Service) hacking attempts provided that these attacks are conducted in a manner reasonably considered to be serious enough by BULLTEN to warrant such protection. In implementing such protection, BULLTEN shall use reasonable endeavours to ensure that the operation of the Customer's Services is maintained throughout the duration of a DOS or DDOS attack.

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This function involves monitoring the traffic sent to the Customer's Services from outside BULLTEN's network. The traffic identified as illegitimate shall then be rejected by BULLTEN prior to reaching the Customer's infrastructure, thus allowing legitimate users to access the applications offered by the Customer in spite of the attack.

These protection measures shall not apply in the case of attacks such as SQL injection, brute-force, abuse of security flaws or in similar-type attacks.

Given the nature of a potential DOS or DDOS attack and their complexity, BULLTEN shall implement different levels of traffic protection in order to preserve their infrastructure and the Services.

Mitigation of a DOS or DDOS attack is only activated on detection of the attack by BULLTEN's tools and for a minimum period of 26 hours. Until activation of the mitigation, the Services shall bear the attack directly, which may lead to the temporary unavailability of the Services.

Once the attack is identified and mitigation is automatically activated, mitigation shall not be deactivated prior to the end of the 26-hour period.

While mitigation is activated, BULLTEN shall not guarantee the accessibility of the Customer's applications but it shall endeavour to limit the impact of a DOS or DDOS attack on the Customer's Services and on BULLTEN's infrastructure.

If, in spite of the activation of mitigation, a DOS or DDOS attack is of such a nature as to adversely affect the integrity of BULLTEN's infrastructure or the infrastructure of the other customers of BULLTEN, BULLTEN shall strengthen its protection measures which may lead to the deterioration of the Customer's Services or impact its availability for which BULLTEN shall not be liable.

Where part of the traffic generated by a DOS or DDOS attack is not detected by BULLTEN's equipment and reaches the Customer's Services, the effectiveness of the mitigation shall also depend on the appropriate configuration of the Customer's Services. In this regard, the Customer must ensure that it has the adequate resources to administer the configuration of the Customer's Services properly.

The Customer shall be solely responsible for ensuring it secures its Services, implementing security tools (firewall, etc.), periodically updating their system, backing up their data and for ensuring the security of their software (scripts, codes etc.).

SECTION 10: **Glocalization**

10.1 The choice of data centre or of the location of the Host Server is final and cannot be subsequently amended by the Customer.

10.2 The Customer is subject to the laws applicable in the country where the equipment is installed and the Customer will not use the Virtual Private Server for any purpose or activity except as permitted by such law. If the Customer breaches any of their obligations under this Condition, BULLTEN may at their discretion, suspend the Virtual Private Server until such time as that prohibited activity or use ceases.

10.3 With regard to localised IP addresses, the Customer undertakes to not use the Virtual Private Server in any way that breaches the laws applicable in the country for which the IP address is declared. In the event of such use; BULLTEN may, at their discretion suspend any localised address associated with the Customer.

SECTION 11: **Service Level Agreement (SLA)**

11.1 The Customer agrees that a Virtual Private Server of the SSD range is not included in the service level agreement defined hereafter.

BULLTEN undertakes to ensure a Monthly Availability Rate of 99.99% for a Virtual Private Server of the Cloud range.

"**Monthly Availability Rate"** should be understood as the total number of minutes of the considered month minus the number of minutes of downtime during the considered month, divided by the total number of minutes of the considered month.

"**Downtime"** should be understood as the loss of access to the Virtual Private Server for more than three (3) minutes without any possibility for the Customer to restart said Virtual Private Server, starting from the time the Incident ticket was opened.

The aforementioned service level commitments are undertaken subject to the cases of exclusion mentioned below and under the condition that the Customer cooperates with BULLTEN in the restoration of the Service in case of Downtime.

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During the incident report and the creation of the ticket, the Customer communicates to BULLTEN any and all information useful for the diagnostic and for BULLTEN's intervention. The Customer agrees to remain available at all times in order to cooperate with BULLTEN at first request, notably by providing BULLTEN with all complementary information and by performing all necessary tests and verifications. If needed, the Customer gives BULLTEN access to his Management Interface. If the Customer is unavailable or does not cooperate with BULLTEN, the Customer will not be able to benefit from this warranty.

This agreement does not concern in any way the availability of the elements which remain under the Customer's responsibility, such as software or applications that have been installed and used by the Customer on the Virtual Private Server.

BULLTEN has set up some technical tools to allow the monitoring of the Virtual Private Servers, notably through "PING" requests. This service level agreement is not applicable if BULLTEN is not able to perform the technical operations necessary to monitor Virtual Private Servers due to the configuration of the Customer's Virtual Private Server.

11.2 If BULLTEN sees that the Virtual Private Server is available and in good functioning order, BULLTEN is free of its contractual obligations with regards to this SLA. However, BULLTEN commits itself to assist the Customer upon request in order to identify the cause of the issues met by the Customer.

If BULLTEN notices some Downtime, BULLTEN finalizes the diagnostic and works at restoring availability in cooperation with the Customer.

11.3 If the service levels defined at paragraph 11.1 are not met, the Customer can, subject to the cases of exclusion listed below, request the following compensation:

- Failure to comply with the availability rate:

Compensation equal to 5% of the monthly amount paid by the Customer under the month chosen for the elements affected by the Downtime by consecutive one-minute increments of Downtime (beyond the first three (3) consecutive minutes of access loss or connectivity loss) and up to a limit of 100% of said amount billed monthly.

It is expressly agreed that the aforementioned compensation constitutes for the Customer a lump-sum indemnity covering all alleged violations resulting from BULLTEN's non-compliance with the service commitments concerned; as such, the Customer renounces any other request, claim and/or action.

The compensation is done by way of deduction on the invoice for the month following the reception BULLTEN of the Customer's request for compensation. The Customer cannot put in a request for the application of the service level agreement further than a month after the closure of the ticket corresponding to the dysfunction that was encountered and for which the Customer would ask a compensation in accordance with the terms of this article.

11.4 The Customer will have no right to make a claim under this section and request the aforementioned compensation in the assumption that the Downtime would result totally or in part from (i) events which are out of BULLTEN's control, including but not limited to cases of force majeure, act from a third party, problem with an Internet network connection, failure of the Internet network, failure or improper use of hardware or software under the Customer's control (notably applications executed on the Virtual Private Server), (ii) a failure from the Customer to uphold the obligations incumbent upon them in accordance with this Contract (notably failure to cooperate towards the resolution of the incident), (iii) an improper or inappropriate use of the Service by the Customer (notably an improper use of the Virtual Private Server or the Management Interface, etc.), (iv) a planned maintenance, (v) an interruption occurring under the conditions stated in article 7 of this agreement or (vi) hacking or computer hacking. Under such assumptions, and subject to point (vii), BULLTEN reserves the right to bill the Customer for the intervention performed to re-establish availability if necessary. This is part of an estimate submitted to the Customer for validation.

The causes for the Downtime, and notably the findings of the aforementioned cases of exclusion, are determined by BULLTEN by any means and notably based on elements from BULLTEN's computer systems (such as connection data) which, by express agreement, are admissible.

SECTION 12: **Contract Duration and Service Renewal**

By default, the duration of the Service is that which is stated at the time of the order and appearing on the invoice provided by BULLTEN for the Customer's Service.

The Customer also has the opportunity to pay for the Service in the form of a subscription in accordance with the general Terms of Service. In this case, the Service is available through a subscription for an initial period of one-month renewable by tacit agreement for an identical period.

At any time, the Customer can modify the billing method for the subscription through his Management Interface. In that instance, the Service is renewed by tacit agreement starting on the expiry date of the Service.

SECTION 13: **Prices, Methods of Payment and Billing**

The Charges payable by the Customer for the Virtual Private Server depend on the configuration of the Virtual Private Server that the Customer has requested as set out in their Order. The prices for each configuration are as set out on www.bullten.com from time to time. The prices expressed are not including applicable taxes.

The Customer shall pay BULLTEN the Charges in advance, upon placing the Order, and at the interval(s) specified therein and upon renewal of the Virtual Private Server, by credit card, PayPal or via the BULLTEN account.

The Customer may carry out a change of offer during the billing period which results in the Customer modification to a higher configuration. In such a case, the Customer will be invoiced in accordance with the price applicable to the new configuration as set out on www.bullten.com from time to time. This invoice will include the additional Charges due for the remainder of the billing period in which the modification occurred and will set out the Charges payable by the Customer thereafter from the date the modification occurred until the date of expiry of this contract.

If the Customer's BULLTEN account is in credit for an amount higher or equal to the amount invoiced for the modification, then the amount will automatically be debited from the Customer's BULLTEN account.

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If the BULLTEN account is not in credit, BULLTEN will debit the Customer by one of the methods of payment registered and associated to their BULLTEN account.

If BULLTEN is not able to debit the amount from the associated method of payment, BULLTEN shall send an e-mail to the Customer requesting that payment for the unpaid invoice be paid immediately. If the Customer does not make this payment, the Virtual Private Server will be suspended by BULLTEN until such payment is received.

SECTION 14: **Withdrawal**

The Customer expressly agrees to the immediate execution of the Service starting from the moment the order is validated. From the validation of the payment, the Customer will have access to their Virtual Private Server. The Customer will not have the ability to exercise a right of withdrawal for any order or renewal of the Service.

The same applies for a change in configuration.

SECTION 15: **Termination, Limitation and Suspension of Service**

15.1 The Contract shall commence when BULLTEN e-mails the Customer their access codes to connect to the Virtual Private Server and will terminate automatically on the Expiry Date

15.2 Without prejudice to any other rights or remedies which may be available to it, BULLTEN shall be entitled without prior notice to the Customer to terminate this contract and suspend the Virtual Private Server with immediate effect without incurring any liability if the Customer fails to pay the Charges by the due date of these Conditions or if there is any activity on the Host Server by the Customer which is expressly prohibited under the Contract and/or which may reasonably be expected to give rise to civil and/or criminal liability and/or to prejudice the rights of third parties and, for the purpose of the General Conditions, any breach of these Conditions shall be deemed to be a material breach of the Contract.

15.3 Either party shall be entitled to terminate this contract for their own convenience at any time by giving 30 days' written notice to the other party.

15.4 BULLTEN may restrict, limit or suspend the Virtual Private Server if required to do so by any court or competent authority in accordance with applicable law.

15.5 BULLTEN may delete data, materials, software, Content or any other information on the Customer's Virtual Private Server following termination of the Contract, without incurring any liability towards the Customer.

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