Virtual Private Server Services
Specific Terms and Conditions

These Specific Terms and Conditions and ROOT' General Terms and Conditions shall be interpreted and applied together as a single instrument (the "Agreement"). All definitions contained within these Specific Terms and Conditions shall have the same meaning as those defined in the General Terms and Conditions.

Article 1. The Service

ROOT shall provide the Customer with virtual server services (the "Virtual Private Server Services") as described herein insofar as the customer have placed an order for such service pursuant to the General Terms and Conditions.

Under these Specific Terms and Conditions ROOT shall provide the Customer with the following services individually or simultaneously.

1.1 Virtual Private Server

ROOT shall grant the Customer a nonexclusive limited license to install, operate, maintain, store and repair its operating system, software, website, data and database (collectively the "Applications") on a partition of a physical server with certain, limited server functions chosen by the Customer in their Order Form. In all instances, the Customer understands and agrees that the Virtual Server is not a dedicated server, and therefore access to certain functions of the system hardware and software shall be limited.

The technical specifications including but not limited to the available storage space and the allocated virtual memory shall be those selected by the Customer in their Order Form.

1.2 Operating System
1.2.1 Installation

ROOT may proceed to the installation of an operating system (the "OS") on the Virtual Server. Unless expressly agreed between ROOT and the Customer, ROOT shall not provide nor manage the maintenance and/or the update of the OS.

In any event, by placing an Order Form for an OS, the Customer accept the terms and conditions and any other license that may be applicable to the OS the Customer has selected. These terms and conditions are available at the Internet address indicated in the Order Form and the Customer expressly acknowledges having read and understood them.

For the avoidance of doubt, the Customer acknowledges being informed that the OS shall occupy a part of the storage space available on the Virtual Server.

1.2.2 System administration

Depending on the service selected by the Customer in their Order Form, the Customer may operate the administration of the OS by himself. In such cases the Customer accepts to assume sole responsibility for the proper functioning of the OS, including but not limited to all required update installation and other necessary upgrades and patches.

If the Customer chooses to administrate the OS, the Customer commits not to take any action that could impair the functioning of the Virtual Server and/or the physical server on which the Virtual Server is running.

The Customer furthermore undertakes to diligently monitor the OS, and commits to take any required action to prevent a security flaw. As such, the Customer shall assume sole responsibility for all consequences that could impact ROOT, other customers of ROOT or other third parties.

1.3 Control Panel Service

ROOT may provide the Customer with a web-based interface composed of several tools and utilities to manage their Virtual Private Server (the « Control Panel »). The Customer expressly acknowledges that the Control Panel is provided by ROOT as a courtesy service with the meaning of article 6.1 of the General Terms and Conditions.

1.4 Network Connectivity

The Virtual Private Server Services bandwidth and traffic (the "Network Connectivity") allocation and limits shall be those ordered by the Customer and detailed in the applicable Order Form.

However, the Customer may be allowed to temporarily exceed the committed Network Connectivity depending on the Virtual Private Server Services selected, the Customer commit to diligently monitor and limit its usage of the Network Connectivity to abide with the limits of its order selection.

In cases where the Customer exceeds the limits of its Virtual Private Server Services order selection, ROOT shall be entitled to charge the Customer with additional fees. In addition ROOT shall be entitled to discretionarily upgrade the Customer Virtual Private Server Services selection in cases where the Customer will have exceeded its current selection limits for a consecutive period of three (3) months.

Article 2. Customer Applications

The Customer shall bear sole responsibility for the acquisition of any license and/or others authorizations necessary for the use of the Applications within the scope of the Virtual Private Server. The use of the Virtual Private Server to host Internet websites and more generally the Virtual Server connection to the Internet are allowed providing that such websites comply with any applicable legal, statutory, administrative and contractual obligations in force. More generally the use of the Applications shall comply with the Agreement provision on third parties rights.

Article 3. Use of the Service

The Virtual Private Server Services are expressly limited to use by the Customer. The Customer must notify ROOT within five (5) days of any notices received by the Customer that could adversely affect ROOT including, but not limited to, notices of claims or proceedings that involve the Virtual Private Server Services. The Customer must promptly notify ROOT of any errors, "bugs," or problems experienced in using the Virtual Private Server Services.

ROOT shall exercise no control over, and accept no responsibility for, the informational content transiting via, and/or hosted on the Virtual Private Server. ROOT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Use of any information involving the Virtual Private Server Services shall be at Customer's and End Users' own risk. ROOT specifically denies any responsibility for the accuracy or quality of information obtained via the Virtual Private Server Services.

The Customer may not interfere with the use by ROOT or others of the physical server where the Virtual Server is installed, nor may the Customer sublicense the Virtual Server or allow third parties to use the Virtual Server.

Article 4. Duration and Termination
4.1 Service Start Date

Where applicable, ROOT may provide the Customer with an estimated installation date and lead-time by communicating those on the Order Form or by any other means of notice.

Unless expressly agreed by the Parties and confirmed in written by ROOT, both the installation date and lead-time shall only be provided for informational purposes. Under no circumstances shall ROOT be responsible or liable for any delay in, or modification of the installation date and lead-time.

ROOT shall immediately notify the Customer when the Virtual Private Server Services are available for the Customer's use. (the "Service Start Date")

4.2 Term

The initial term of the Virtual Private Server Services shall be set forth in the applicable Order Form but in no event will be less than one (1) month. The Agreement shall be automatically renewed at the same pricing, for the same period and on the same terms and conditions, unless a Party sends a written notification by registered mail (with acknowledgement of receipt) to the other Party at least one (1) month prior to the end of the contractual period currently in process.

4.3 Termination and Early-Termination Fees

4.3.1 If the Agreement is terminated for Customer's default, including termination for non-payment, or upon Customer's request for early-termination, Customer shall be required to pay, in addition to all other amounts due and owing ROOT, an applicable early termination fee equal to: (a) one hundred per cent (100%) of the Recurring Fee due for the Virtual Private Server Services during the remainder of the Initial Term or any Renewal Term, plus (b) all charges associated with the service ordering and installation.

4.3.2 The Parties agree that ROOT damages in the event of cancellation or early termination are difficult or impossible to ascertain and, therefore, the provisions set forth above are intended to establish liquidated damages and are not intended as a penalty.

Article 5. Tariff, Invoicing, Payment

5.1 Recurring Fee

For the provision of the Virtual Private Server Services, the Customer shall pay a recurring fee (the «Recurring Fee»). The Recurring Fee is based on the Customer service selection specified in the Order Form.

Notwithstanding the Service selection made, the Customer usage of bandwidth and traffic shall be monitored and diligently controlled to prevent (a) any invoicing of additional fees (b) any consequences that an over usage may have on ROOT' Network.

As such, the Customer understands and accepts that the Customer is and will be solely responsible for all consequences of any over usage that was not expressly approved in writing by ROOT.

The Customer shall control their consumption of bandwidth and traffic and shall inform ROOT in case of planned or expected over usage, no matter the duration or extent of such over usage.

5.2 Installation Costs

The Customer shall pay the installation costs in addition to the Recurring Fee.

5.3 Invoicing and Payment

The Recurring Fee and installation costs are due from the Service Start Date regardless of the Customer readiness or actual use of the Virtual Private Server Services at that time.

The Recurring Fee shall be charged at least ten (10) days before the anniversary date of the contractual period in course, in advance, and shall be payable within thirty (30) days following the invoice date, unless otherwise provided on the invoice.

Article 6. ROOT obligations

6.1 ROOT shall provide the Virtual Private Service with reasonable care and skill.

6.2 ROOT shall provide the necessary Equipment for the provision of the Virtual Private Server Services, the list of the Software available shall vary depending on the options selected by the Customer. These different options are specified on ROOT Website.

6.3 ROOT warrants that the hardware, software and the server shall perform in accordance with the specifications set out in the Order;

6.4 ROOT shall make its best efforts to:
- maintain ROOT Equipment in good working order and in accordance with best industry practice; and to
- remedy as soon as reasonably practicable to any defect, error or malfunction of ROOT Equipment, and to notify the Customer as soon as possible if such repair or replacement requires the suspension of the Virtual Private Server Service; and to
- assign the same public IP address(es) to the Virtual Private Server for the whole duration of the Agreement but ROOT makes no guarantee as to the permanence of such assignment.

6.5 ROOT shall inform the Client by email as soon as reasonably practicable if any maintenance, repair or upgrade requires the Virtual Private Server Service to be suspended and shall inform the Customer of the forecasted duration of such suspension.

Article 7. Customer's obligations

7.1 The Customer shall be solely responsible for:
- any loss or damage to the Customer Applications, and shall subscribe to an appropriate insurance policy to cover the risk of any such loss or damage. The Customer may not claim any reimbursement, replacement, or compensation from ROOT in any circumstances;
- uploading the Customer Applications on the Virtual Private Server and checking that it functions satisfactorily. ROOT shall not be responsible for any failure from the Customer to upload the Customer Applications correctly, and shall not be responsible for providing support in relation to the control and operation of the Content;
- the Customer Applications including the Customer Content, for the conception or development of the Applications, and for the Customer's equipment, systems or software necessary for the management of the Applications. ROOT shall have no obligation to validate or vet the Customer Content for usability, legality, content or correctness and shall not, in any event, be liable to the Customer or any third party for any loss arising from or in connection with the Applications;
- complying with all applicable laws and regulations to the Applications, including but not limited to ensuring that the Customer Content contains all information concerning the Customer, its products and the conduct of its business which are required.
- making regular backups of the Customer Content on any medium of its choice on a regular basis.

7.2 The Customer shall use its best endeavours to ensure that the Customer Applications does not contain any viruses and/or other harmful code.

7.3 If the Customer uploads automated scripts and/or other executable programs (the « Scripts ») on the Virtual Private Server, the Customer undertakes to make reasonable use of such scripts and/or programs.

7.4 If, in ROOT's opinion, the use of the Scripts and more generally the use of Virtual Private Services is unreasonable or excessive and/or affects or may affect the Virtual Private Server or the provision of the Virtual Private Server Services in general ROOT reserves the right to suspend the Virtual Private Services without prior notice.

7.5 For the purpose of the provision of article 7.3 and 7.4 here above, ROOT will take into account any criteria which in ROOT's sole discretion is relevant to determine if the Customer use of the Virtual Private Server Services may harm or hinder ROOT Equipment.

7.6 The Customer acknowledges that excessive use of any scripts or other executable programs is incompatible with the sheer nature of the Virtual Private Server Service and ROOT may give the Customer the opportunity to opt for the Dedicated Server Services instead.

7.7 File hosting platforms are strictly prohibited on the Virtual Private Server. Such include, but is not limited to any site for storing, sharing, downloading and streaming content. This prohibition applies to all types of files, such as images, videos and music. ROOT reserves the rights to suspend without notice the Virtual Private Server Service used for this purpose.

Article 8. Limits on use and migration
8.1 Limits on Use
ROOT, without liability to the Customer or others, may: (a) limit the use of the Virtual Server by the Customer when necessary due to causes beyond ROOT's control; (b) suspend any and all Services or use of the Equipment, or both, including, without limitation, the furnishing of Network Connectivity; and (c) terminate the operation of the Virtual Server without notice, if ROOT reasonably believes such action is necessary to protect life, property, or both. When practicable, ROOT will notify the Customer promptly of such action and will cooperate with the Customer to return the Virtual Server to operation.

8.2 Migration
In order to execute any migration, the Customer shall contact ROOT at the support email address specified in the Customer Account.
Any migration shall be undergone with the prior agreement of ROOT.

8.2.1 In-House Migration
ROOT shall be entitled at its entire discretion to migrate the Customer Application stored on the Virtual Server on other resources of ROOT' facilities, for technical or commercial reason, including but not limited to the modification of the Virtual Private Server Services selection initially made by the Customer. In instance of such migration, a temporary suspension of the Virtual Private Server Services may be necessary. The Customer understands and accepts the possible consequences of such migration and expressly agrees that ROOT shall not be held responsible for any consequences of these changes.
It shall be the Customer's duty to request from ROOT any necessary information regarding any migration so that any necessary measure may be taken.

8.2.2 External Migration
The Customer shall bear sole responsibility for the migration of the Applications from the Virtual Server to another server that belongs to the Customer or any third party.
The day before the termination date, the Customer shall undergo the migration of the Applications away from the Virtual Server. Notwithstanding the aforementioned any migration shall only be authorized by ROOT if the Customer have settled all ROOT invoices, including all possible migration costs, in full.

If the migration has not been operated before the end of the current Term, ROOT shall keep the Customer's Applications for a seventy-two (72) hours period. At the expiration of this period, ROOT shall be entitled to delete all the Customer Applications that remain on the Virtual Server.

Article 9. Credentials

As part of the Virtual Private Server Services, the Customer may be communicated several logins and passwords such as Remote Desktop credentials, SSH credentials… that shall enable the Customer to carry out various operations required to operate the Virtual Server management. (the "Credentials")

The Customer shall bear sole responsibility for the management and preservation the Credentials that have been communicated to the Customer.
The Credentials are personal and confidential and the Customer shall not disclose them to any third party under any circumstances.
In the event of loss or theft of any of the Credentials, or if the Customer have reason to believe that the Credentials have been disclosed to any third party, the Customer shall immediately modify the disclosed Credentials and if need be inform ROOT without delay.
ROOT shall not be held responsible or liable for any fraudulent use of the Credentials.