

General Terms of Use (GTU)

Applicable from 01/05/2024

This document is provided for informational purposes only. Only the French language contract is legally binding for the services offered by our company.

Article 1 - Preamble

The purpose of these General Terms of Use (hereinafter referred to as "GTU") is to define the terms and conditions under which the company PulseHeberg (hereinafter referred to as "PulseHeberg" or "the Company"), SAS with capital of 1000 euros, registered in the Toulon Trade and Companies Register under number 824 070 619, whose head office is located at 9 boulevard de Strasbourg, 83000 Toulon, France, makes available to its customers (hereinafter referred to as "the Client" or "the Clients") its web hosting, email hosting, domain name, VPS Cloud servers and Baremetal dedicated servers services.

These T&Cs are supplemented by Special Conditions (hereinafter referred to as "SC") specific to each service offered by PulseHeberg. In the event of a contradiction between the provisions of the T&Cs and those of the SC, the provisions of the SC will prevail.

Article 2 - Acceptance of the T&Cs

The Client acknowledges having read these T&Cs and expressly declares to accept them without reservation when accessing the services offered by PulseHeberg. The T&Cs are accessible at any time on the PulseHeberg website and will prevail, where applicable, over any other version or any other contradictory document.

Article 3 - Registration and opening of a customer account

To become a Client at PulseHeberg, the Client must create a customer account by providing true, accurate, up-to-date and complete information about their identity, in accordance with the provisions of the law for confidence in the digital economy (LCEN). The Customer undertakes to regularly update all of this information.

Each customer account is strictly personal and can only be used by a single natural or legal person. It is prohibited to have multiple accounts for the same natural or legal person.

The Customer must be of legal age and capable or, if he is a minor, be emancipated or have obtained prior authorization from his legal representative.

PulseHeberg reserves the right to ask the Client to prove their identity and/or the authorization of their legal representative, by any means, at any time, and to suspend registration or the provision of

services if the Client does not provide not the supporting documents requested or if the information provided is inaccurate, incomplete or misleading.

Article 4 - Customer account management

The Customer is responsible for the confidentiality and use of his customer account, and in particular his usernames and passwords. He undertakes to immediately inform PulseHeberg of any unauthorized use of his account or any breach of its security.

PulseHeberg reserves the right to suspend or terminate the Customer's account in the event of violation of these T&Cs, the CP or any other policy or rule applicable to PulseHeberg's services.

Article 5 - Access to services

PulseHeberg's services are accessible 24 hours a day, 7 days a week, except in cases of force majeure, possible breakdowns or maintenance interventions necessary for the proper functioning of the services. PulseHeberg will endeavor to inform the Client in advance of the occurrence of such interventions.

Article 6 - Orders and payment

Orders for services are placed by the Customer on the PulseHeberg website, according to the terms provided for in the Special Conditions (CP) of the service ordered.

Invoices are issued by PulseHeberg and are available in the Customer's customer area.

The prices of the services are indicated in euros all taxes included (TTC) on the PulseHeberg website, unless otherwise stated for certain specific offers such as Univers Business, where the prices are indicated excluding taxes (HT).

The applicable VAT rates are those in force in France at the time of the order.

PulseHeberg reserves the right to modify its prices at any time, without notice, it being understood that the price appearing on the website on the day of the order will be the only one applicable to the Customer.

The current rates are accessible at any time on the PulseHeberg website.

For existing customers, in the event of a price change, they will be informed at least 1 month before the increase in the price of their service.

Article 7 - Right of withdrawal

In accordance with the legal provisions in force, the Customer has a period of fourteen (14) days from subscribing to the service to exercise his right of withdrawal from PulseHeberg, without having to justify reasons or pay penalties, at excluding return shipping costs, if applicable.

However, certain highly personalized services, such as domains and personalized dedicated servers, cannot be subject to a right of withdrawal and are therefore de facto excluded from this provision.

These services are subject to a commitment period specific to them and run for their entire duration.

Article 8 - Liability

PulseHeberg undertakes to provide the services diligently and according to the rules of the art, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Client expressly recognizes and accepts. .

PulseHeberg cannot be held responsible for indirect damages, such as, in particular, loss of profits, goodwill, data or any other loss of intangible property, loss of profit or any other loss or damage that may arise from the use or the inability to use the services.

Article 9 - Protection of personal data

PulseHeberg undertakes to comply with the applicable regulations regarding the protection of personal data, and in particular the General Data Protection Regulation (GDPR) and the Data Protection Act.

The Customer has a right of access, rectification, erasure, limitation, portability and opposition to the processing of his personal data, which he can exercise by sending an email to the following address: dpo@pulseheberg.com.

Article 10 - Modification of the T&Cs

PulseHeberg reserves the right to modify these T&Cs at any time. The modified T&Cs come into force as soon as they are posted online on the PulseHeberg website.

Article 11 - Applicable law and competent jurisdiction

These T&Cs are subject to French law. Any dispute relating to their interpretation and/or execution falls to the French courts.

Article 12 - Contact

For any questions or complaints relating to the services, the Customer can contact PulseHeberg by opening a ticket from their customer area on the PulseHeberg website. The following contact details are reserved for legal contacts:

- Postal address: SAS PulseHeberg, 9 boulevard de Strasbourg, 83000 Toulon, France
- Email address: contact@pulseheberg.com
- Telephone: +33 (0) 4 22 14 13 60

Technical support is only provided by opening a ticket from the customer area. Technical support requests sent to the above-mentioned email or postal address, as well as technical support-related telephone calls, will not be processed.