

## Special Conditions: Web Hosting Offer

### 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 – Nature of special conditions

1.1 These Special Conditions (hereinafter referred to as “CP”) determine the technical specificities, obligations and responsibilities linked to the shared hosting offer under Plesk proposed by PulseHeberg.

1.2 These CP are in addition to and take precedence over the General Conditions of Sale (CGV) of PulseHeberg in the event of a contradiction. It is the customer's responsibility to familiarize themselves with both the CP and the T&Cs before accepting the offer.

1.3 Membership of these CP also implies acceptance of PulseHeberg's General Terms and Conditions. Before subscribing to the shared hosting offer under Plesk, the customer is required to read in full both these CP and the T&Cs, and to ensure that he understands and accepts all of their provisions.

#### Article 2 – Description of the shared hosting offer under Plesk

2.1 The shared hosting offer under Plesk from PulseHeberg consists of the provision of storage space on a server whose resources are shared between several users.

2.2 The storage space, based on SSD technology, is intended for hosting one or more websites.

2.3 The offer includes the possibility of creating email accounts, accessible via webmail, IMAP, SMTP and POP protocols. It also includes the provision of databases, in MySQL or PostgreSQL formats.

2.4 An SSL certificate provided by Let's Encrypt is included. SSH access is also provided, accessible via a console integrated into the Plesk panel.

2.5 The offer supports NodeJS technology and different versions of PHP. A CRON job service is also provided.

2.6 An automatic CMS installation tool via Softaculous is available. PulseHeberg does not guarantee the functionality of all CMS offered by this tool and declines all responsibility in the event of an installer malfunction.

2.7 For any annual subscription, a domain is included, from a selection of specified extensions.

2.8 The technical specifications and details of the offer are subject to modification depending on technological developments or business requirements, without notice.

### **Article 3 – Delivery conditions for shared hosting under Plesk**

3.1 Following validation of their order, the customer will receive an email confirming the activation of their hosting service. This email will include the information necessary to connect to the hosting server as well as a username and password to access the Plesk panel.

3.2 If a domain is ordered simultaneously with hosting, the DNS servers will be automatically configured by PulseHeberg. Otherwise, the client will receive the DNS servers to configure on its own domain.

3.3 Once connected to the Plesk panel, the customer will be responsible for configuring their space according to their needs. In particular, it will be able to create FTP accounts, databases, e-mail accounts, and other additional configurations.

3.4 PulseHeberg guarantees the provision of access to the hosting server and the Plesk panel, but it is up to the customer to ensure the proper functioning of its website and the correct configuration of its associated services.

### **Article 4 – Customer responsibility**

4.1 As the sole administrator of its shared hosting space, the client assumes all responsibilities associated with the management of its site and associated services. This management includes, but is not limited to, the configuration, optimization, updating, monitoring and troubleshooting of software, CMS, scripts and other tools deployed on its hosting space.

4.2 Securing its website and associated data is entirely the responsibility of the customer. It is up to him to implement the necessary measures to protect his site against possible threats. This includes, but is not limited to, monitoring event logs and regularly applying security patches and updates.

4.3 By subscribing to this offer, the customer acknowledges and guarantees that he has the skills and technical knowledge essential to assume these administrative responsibilities. PulseHeberg cannot be held responsible for any damage or malfunction resulting from actions, omissions or errors committed by the client in the context of the administration of its website.

4.4 It is strongly recommended that the customer stay informed of news and developments in the field of web development, security, as well as updates to his CMS, if he uses one, in order to guarantee security and optimal performance of its site.

4.5 The Customer undertakes to provide valid contact details allowing his identification: Name, First name, organization if applicable, Postal address, telephone number, email address. PulseHeberg reserves the right to request supporting documents. If there is no response from the customer within 72 hours, a suspension may be implemented, resulting in costs to restore service.

4.6 The Client undertakes to respect the following rules regarding content:

- Do not host racist or illegal sites or those with links to these sites.
- Refrain from hosting sites or pages linked to sectarian movements.
- Ensure that publications comply with copyright.
- Do not host large files not directly related to the site.
- Do not set up file download platforms on your web hosting.
- Ensure ownership of intellectual property rights on the pages and data hosted.
- Assume all legal obligations arising from ownership of its services, exempting PulseHeberg from any liability.
- Obtain all necessary copyright permissions.

4.7 Any non-compliance with the obligations mentioned above will result in the termination of the Customer's service by PulseHeberg without prejudice to any damages that may be claimed. The customer waives any refund of amounts paid and may be subject to fees to access backups.

## **Article 5 – Use of resources**

5.1 Shared hosting under Plesk offers customers hosting space on a shared platform. Thus, all resources, with the exception of disk space, are shared between the different clients hosted on the platform. The customer must be aware that, due to this pooling, no minimum resource is guaranteed.

5.2 In the event of abuse, overuse or any other use likely to harm the quality of service, the integrity of the network or other customers hosted on the platform, PulseHeberg reserves the right to temporarily or permanently suspend the website concerned.

5.3 PulseHeberg has a basic resource limitation system in place on its shared hosting platforms. This measure is intended to ensure fair and optimal use of resources for all customers.

5.4 If the allocated disk space is exceeded, the customer's site will be automatically suspended within 24 hours if the customer fails to resolve the problem within the allotted time. If the customer wishes to lift this suspension, he must contact PulseHeberg support and take the necessary measures to return to the prescribed usage limits.

5.5 PulseHeberg limits the capacity for sending outgoing emails to 20 emails per hour by default for each client. Although this limit can be increased upon request from support, this modification is not guaranteed and does not constitute a contractual commitment on the part of PulseHeberg.

5.6 Sending mass emails is strictly prohibited. PulseHeberg's email service is intended primarily for sending person-to-person correspondence or low-traffic transactional emails.

## **Article 6 – Rules for use of the service and legal framework**

6.1 The use of the shared hosting service under Plesk from PulseHeberg is subject to strict rules in order to guarantee the security, stability and integrity of the infrastructure. Any breach of these rules may result in sanctions, ranging from temporary suspension of the service to permanent termination of the contract.

6.2 Any use of the hosting service for SPAM activities is strictly prohibited. In the event of violation of this prohibition, PulseHeberg reserves the right to immediately suspend the customer's service, limit

access to ports dedicated to sending emails, or take any other measure deemed appropriate.

6.3 The customer is prohibited from using his hosting space for any illegal, malicious or unethical activity. This includes, but is not limited to, intrusion attempts, port scanning, sniffing, spoofing, phishing and any other form of harmful behavior. In addition, the following specific activities are prohibited in a non-exhaustive manner:

- Cryptocurrency Mining
- Mass sending of prospecting emails
- Hosting copyrighted content without permission
- Hosting of any content outside the legal framework

Any breach of these rules may result in sanctions, ranging from temporary suspension of the service to permanent termination of the contract.

6.4 In all cases, the use of the PulseHeberg hosting service is governed by the French, European and international laws and regulations in force. The customer is required to comply with all of these legal provisions and acknowledges that any violation of the laws in force may result in the termination of his contract with PulseHeberg.

## **Article 7 – Obligations and responsibilities of PulseHeberg**

7.1 PulseHeberg undertakes to ensure the administration of the web hosting platforms, ensuring their proper functioning in accordance with the skills and capabilities of the company.

7.2 In the event of an incident on the web hosting platforms, PulseHeberg will endeavor to intervene diligently. The customer will be informed of potential difficulties, whether by email, via social media, or through the network status system.

7.3 To guarantee quality infrastructure, PulseHeberg may have to interrupt the service in order to carry out maintenance operations. The customer will be informed in advance by the appropriate means of communication.

7.4 PulseHeberg cannot be held liable in the event of fault, negligence, omission or failure of the Client, force majeure events, or other circumstances beyond the control of PulseHeberg.

7.5 PulseHeberg cannot be held responsible for the disclosure or illicit use of the password provided to the Client, nor for the consequences of improper use of terminals by the Client.

7.6 If the hosted service poses a threat to the infrastructure, PulseHeberg reserves the right to suspend the service. Access will only be restored after the Customer has made the necessary corrections.

7.7 In the event of repeated or particularly serious breaches, PulseHeberg reserves the right not to put the Client's web hosting back into service.

7.8 PulseHeberg cannot be held responsible for the content present on the sites hosted on the Client's server, whether in terms of information, sounds, texts, images or data. Responsibility for the content

rests entirely with the Client.

## **Article 8 – Backups and restorations**

8.1 PulseHeberg undertakes to implement regular procedures for backing up data hosted on its shared hosting infrastructures. The customer acknowledges and accepts that these backups cannot constitute an absolute guarantee against the loss or alteration of data.

8.2 PulseHeberg cannot be held responsible for any loss, alteration, destruction or corruption of customer data, whatever the cause. Although PulseHeberg provides backups for shared hosting customers, it is recommended that the customer maintain their own copies of important data.

8.3 If a customer wishes to carry out a restoration, he must contact PulseHeberg via a support ticket in order to find out the dates of the available backups. Following this, the customer will be able to make the most appropriate choice for the restoration.

8.4 Two restoration requests are offered free of charge to the customer per quarter. Each additional restoration beyond these two will be invoiced at an amount of €5 including tax.

8.5 PulseHeberg undertakes to process all restoration requests within a maximum period of 24 hours, but this period may vary depending on the size and complexity of the data to be restored.

8.6 Any restoration request must be made in writing via a support ticket. Once the request is received, PulseHeberg strives to ensure that the restoration is carried out within the mentioned deadline commitment.

## **Article 9 – Data confidentiality**

9.1 PulseHeberg attaches paramount importance to the protection and confidentiality of data hosted on its shared hosting platforms. All stored information will remain confidential and will not be shared, sold or made available to third parties, except in cases provided for by law.

9.2 However, in the event of legal requisition, PulseHeberg is legally obliged to collaborate with the competent authorities and provide the requested information. In these circumstances, PulseHeberg undertakes to act in strict compliance with the legislation in force.

## **Article 10 – Protection against DDoS attacks**

10.1 PulseHeberg deploys preventative mechanisms specifically designed to provide comprehensive protection against DDoS attacks, particularly those of a volumetric nature. The primary objective of these measures is to prevent any saturation of the shared hosting platform, thus guaranteeing the proper functioning and availability of customer websites.

10.2 Although these protection mechanisms are rigorously developed, PulseHeberg cannot provide complete immunity against all forms and variants of DDoS attacks. In the event of an attack threatening the integrity of PulseHeberg's infrastructure, actions, including the temporary suspension of service to the customer concerned, may be taken.

10.3 In the event that residual effects of a DDoS attack manage to affect the shared hosting platform, PulseHeberg undertakes to take all necessary measures to minimize the impact on customers and their websites.

## **Article 11 – Duration of the commitment, withdrawal, payment and termination**

11.1 The duration of commitment to the service subscribed by the customer is defined by the period indicated on the invoice issued by PulseHeberg. This period starts from the activation of the service and continues until the end of the stipulated duration.

11.2 Under articles L221-18 et seq. of the Consumer Code, the customer has a right of withdrawal, exercisable within fourteen (14) days following the date of his order. Withdrawal requests must be submitted to PulseHeberg via support ticket. This right of withdrawal does not apply to domains, which are not refundable once ordered.

11.3 All withdrawal requests received by PulseHeberg are processed within 24 to 48 hours. Reimbursement, after acceptance of the request, is made pro-rata temporis for the unused duration of the service, with the exception of domains. This reimbursement is made either on the customer's initial means of payment, or by bank transfer for customers in the SEPA zone, always in euros.

11.4 In the event of termination of the service from the PulseHeberg customer area, this action takes effect upon expiry of the current contract. Please note that once the service is terminated, it cannot be restored or recovered.

11.5 If a renewal invoice is not paid when due, PulseHeberg retains the associated service for a minimum period of 10 days and a maximum of 30 days. Beyond this period, if payment is still not made, the service may be terminated for non-payment.

## **Article 12 – Specific conditions for the Education Web offer**

12.1 When ordering hosting under the “Education Web” offer, the customer must certify and guarantee that he is currently a student in an educational establishment, whether public or private, located in one of the Member States of the European Union, Canada or the United States of America.

12.2 The offer has been specially designed in the spirit of an educational and academic approach. The client therefore undertakes not to use the hosting for professional or e-commerce purposes.

12.3 When subscribing, the customer is required to provide supporting documents unequivocally validating their student status. These documents must be valid on the date of subscription.

12.4 To continue to benefit from the “Web Education” offer, the customer is required to prove, each year, their valid student status from their customer area.

12.5 PulseHeberg places great importance on integrity and transparency in the use of its offers. If the customer does not meet one or more of the criteria previously stated, PulseHeberg reserves the right, at its discretion, to cancel and refund the order or to suspend the service if the latter is already active.