OBJECT : ssh admin access (root) - Disclaimer by PlanetHoster

This document releases PlanetHoster, any of its employees, any representatives or associated to PlanetHoster of any responsibility. This disclaimer includes without limitation any liability for loss or damage in connection with any activity or services from the services provided by PlanetHoster. The undersigned agrees that intervention made by PlanetHoster to correct mishandling will be charged at the rate of 60 euros per hour. Article 7 of the terms of use of PlanetHoster remains effective.

ARTICLE 7 : PLANETHOSTER LIABILITY

7.1 – PlanetHoster take every reasonable precaution to ensure the physical protection of data and programs that CUSTOMER will entrust to PlanetHoster.

7.2 - Responsibility of PlanetHoster will not be committed in the following cases: - deterioration of the application due to the CLIENT and / or non-compliance with the advice given. - Misuse of servers and software by THE CLIENT or its CUSTOMERS. - Partial or total destruction of data transmitted or stored following errors attributable directly or indirectly to the CUSTOMER.

7.3 - PlanetHoster can not be held responsible for the failure by the CUSTOMER conform to rules, public order, laws, obligations and national and international good manners.

7.4 - Due to the characteristics of the Internet, the CUSTOMER is perfectly aware that PlanetHoster can not be held liable for the following:

- The content of information transmitted, distributed or collected, their operation and their updates, and all files including files of addresses, but also the sound, text, images, form elements, data available on the site and for any reason whatsoever.

- Possible misuse of passwords, PINs, and more generally any information sensitive to CUSTOMER. PlanetHoster can't in fact be responsible for this management that is the responsibility of the CUSTOMER.

- Indirect losses, ie those that do not result directly and exclusively from the partial or total failure of the service provided by PlanetHoster such as commercial damage, loss of invoices, damage to brand image, commercial trouble any loss of profit or CLIENTS (e.g., inappropriate disclosure of confidential information concerning them as a result of defective or hacking of the system), for which THE CLIENT will be its own insurer or will have appropriate insurance. Any action against CUSTOMER by a third party constitutes indirect damage and therefore not compensable.

7.5 - In any event, the amount of damages that may be paid by PlanetHoster if is responsibility was engaged, will be limited to the amount of money actually paid by CLIENT to PlanetHoster for the part of service for which responsibility PlanetHoster was chosen.

7.6 - PlanetHoster agrees to put all its resources in place to ensure optimal conditions of service to the CUSTOMER, except in the event of a service interruption is specifically requested by a competent administrative or judicial authority.

7.7 - PlanetHoster can not be held liable for the total or partial non-compliance with an obligation and / or failure of the transmission to network providers to the Internet world and in particular his or her providers. As such, PlanetHoster

informs CUSTOMER its benefits are dependent on other technical operators and that its responsibility can not be committed by their failure.

7.8 - All staff of PlanetHoster is committed against an employment contract which stipulates a confidentiality clause and a clause of confidentiality.

Client Name :
(Name, First name)

Server Number # :
(Example : vps2569.fr.planethoster.net)

Client address :
(Street, city, country,
Postal code)

Last invoice number :

_____
Client signature

_____
Date (Day, month, Year)

Please send this form by e-mail at
tech@support.planethoster.info