

## SPECIFIC TERMS OF SERVICE FOR WEB HOSTING

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1.	PURPOSE .....	1
2.	SERVICE DESCRIPTION .....	1
3.	ORDER AND DELIVERY .....	2
4.	OVHcloud's OBLIGATIONS .....	2
5.	TERMS AND CONDITIONS OF USE.....	3
6.	SERVICE DURATION AND RENEWAL .....	5
7.	FINANCIAL CONDITIONS .....	6
8.	DOMAIN NAME .....	6
9.	DATA PROCESSING .....	6
10.	RIGHT OF WITHDRAWAL (CONDITIONS SPECIFIC TO CONSUMERS) .....	7

### 1. PURPOSE

- 1.1. Purpose.** The purpose of these Specific Terms of Service and its potential annexes is to define the technical and financial conditions under which OVHcloud agrees under a “reasonable endeavours” obligation to host the Client’s websites (hereinafter referred to as the “Service”) on its platform.
- 1.2. Definitions.** Terms beginning with a capital letter are defined below, or in the General Terms and Conditions of Service available on the OVHcloud website.
- 1.3. Contractual framework.** These Specific Terms of Service supplement the General Terms of Service currently in force. If there is a contradiction between the two, these Specific Terms of Service prevail over the General Terms of Service.

### 2. SERVICE DESCRIPTION

- 2.1. Purpose of the Service.** As part of the Service, OVHcloud shall provide the Client with different shared hosting services. OVHcloud has published the configurations and characteristics of the Service on the OVHcloud website, and in particular on the Service description page on the OVHcloud website. The Service provides access to the website(s) hosted in accordance with this document (hereinafter the “Client’s website(s)”) under the conditions of use, and access to the related email solutions under the conditions of reasonable use according to the characteristics of the Service.
- 2.2. Shared resources.** The resources allocated, as well as the maximum data throughput on the bandwidth and storage space characteristics, will vary according to the configuration. The amounts of RAM and processor resources allocated to the Client are shared by the Client with other users. Because resources are shared, performance cannot be guaranteed unless otherwise stated.
- 2.3. Client’s website.** The Client expressly acknowledges that for the purposes of these terms and conditions, OVHcloud is not involved in the design, development, construction or implementation of the Client’s website or its management and administration tools.
- 2.4. Backup.** As part of its, “reasonable endeavours” obligation, OVHcloud performs an automatic technical backup (“Backup”) of Client Data on a regular basis in order to meet its service commitments for the web

hosting plan set out under these Specific Terms of Service. “Client Data” refers to the files contained on the Client’s disk space in the Client’s Web Hosting plan, as well as the contents of the shared databases. The Client may restore its backed-up data from the Management Interface in accordance with the terms set out in these Specific Terms of Service. The restoration will overwrite the data on the disk space and/or the database with the restored data.

The Client should note that:

- The Backup frequencies are set out in the description of the solution on the OVHcloud website, as well as in the OVHcloud technical documentation.
- The Backup does not include a recovery time objective (“Recovery Time Objective” or “RTO”).
- The Client remains responsible for managing its business continuity, particularly its disaster recovery plan, and for implementing backups of its Client Data in line with the nature of the processing and its own objectives or service commitments.

Although the Service includes backup solutions as described above, it is the Client’s responsibility to take all necessary measures to back up its Data. It is the Client’s responsibility to be able to restore its Data in the event of its loss or deterioration as part of the Services for any reason.

Applicability of the General Terms of Service. These provisions do not prevent the application of Article 3.5 (“Content”) or Article 7 (“Responsibility”) of the General Terms of Service.

**2.5. Boost Option.** The Client may subscribe to a Boost Option to get a higher level of performance for a given period of time. This option is only compatible with certain Service ranges, as specified on the OVHcloud Website.

### 3. ORDER AND DELIVERY

**3.1. Delivery.** The Client subscribes to the Service online via the OVHcloud website. The Client acknowledges and accepts that a delivery delay may occur in the event of the unavailability of the chosen resources. If the Service is not delivered within 7 days of signing up to the Service, the Client may request the cancellation of its order without charge.

**3.2. Updating access codes.** The access codes and generic keys provided by OVHcloud as part of the Service’s provision are not intended to be continuously used. It is the Client’s responsibility to change the codes as soon as possible after they have received them, while respecting best practices in terms of secure and confidential authentication methods.

### 4. OVHcloud’s OBLIGATIONS

**4.1. Reasonable endeavours obligation.** OVHcloud agrees to exercise the necessary care and diligence to provide a quality service in accordance with both industry practice and the current state of the art. In accordance with these conditions, wherever possible, OVHcloud shall inform the Client within a reasonable time via email and/or via the OVHcloud dedicated website (<https://www.status-ovhcloud.com/>) of any potential service interruptions, so that the Client can make arrangements. In the event of a serious incident affecting the proper functioning of OVHcloud’s web hosting platform, OVHcloud shall endeavour to take any measures necessary to maintain the Service. To this end, OVHcloud may switch the Service to a new hosting platform for the duration of the incident or maintenance. During this period, the Client acknowledges and accepts that the performance of the Service may be partially degraded, without the right to claim compensation.

## 5. TERMS AND CONDITIONS OF USE

### 5.1. Requirements

**5.1.1. Usage in accordance with the Service features.** The Client declares and guarantees that the Service meets its business needs and complies with its risk analysis. The Client is responsible for complying with the configurations and the storage space authorised by the hosting package and its available options. The Client agrees to use the storage space only for content directly linked to the Client's Website.

**5.1.2. Use of shared resources.** Since the resources and network provided to the Client are shared, the Client agrees to not use the Service in a way that is detrimental to other OVHcloud Clients. In particular, they will not use their public bandwidth intensively. In such a case, OVHcloud reserves the right to apply limitations to the hosting of the Client's Website, without prejudice to OVHcloud's right to terminate the Contract under the conditions set out in the "Termination due to non-compliance" article of the General Terms of Service, and to seek compensation for the damage suffered.

### 5.2. Compliance with laws, regulations and ethical rules – Prohibited activities

**5.2.1. Prohibited content.** The Client agrees to not host pornographic websites on the shared hosting solutions except for on the Performance plan; any site of this kind not hosted on a premium solution may be automatically suspended. It is prohibited to host any website containing pages relating to any proselytism, relating to sectarian movements, considered to be a sectarian risk to State services, or recognised as such by a court decision with authority of res judicata. The Client also agrees to not create redirections towards these types of websites.

**5.2.2. Rights of third parties.** The Client agrees to respect third-party rights and other intellectual property rights. In particular, the Client is forbidden to use the Services to: make files or hypertext links available to the public via the websites hosted on the platform that violate intellectual property rights in particular; implement jailbreaking services for the purposes of downloading large quantities of files onto hosting platforms; use spamming or other techniques of sending unsolicited emails via the Internet, carry out intrusion activities and/or attempted intrusions (including but not limited to port scanning, sniffing, spoofing, etc.); and more generally, the Client is forbidden to conduct any activity or contentious behaviour such as traffic exchanges (Hitleap, Jingling, etc.), Black Hat SEO (download/reupload videos on online video platforms, etc.), Cryptocurrency mining, video game bots, etc.

**5.2.3. Client's declarations.** The Client therefore agrees to fully accept all legal obligations arising from the ownership of its services, and OVHcloud cannot be sought out or concerned in this regard for any reason, particularly if the Client has violated any legal and regulatory provisions applicable to its services. The Client declares that they have obtained all of the necessary copyright authorisations, particularly from the copyright distribution companies, that would be required. The Client agrees to display the identity and address of the website owner or author on the pages of its website, and to carry out any requests necessary for the creation of its website, in accordance with the legislation in force.

**5.2.4. Hosting quality.** The Client shall act as the hosting provider within the meaning of the provisions of applicable laws. In this sense, OVHcloud only ensures the Client's access to the Service, allowing the Client to store their or their customers' data, including logs.

**5.2.5. Log retention.** It is the Client's responsibility to make all the technical provisions allowing for the holding and retention of connection logs or any data that allows the identification of anyone who contributed to the creation of content or the content of services for which the Client is a provider. This is in accordance with the legislation in force.

**5.2.6. Penalties.** In the event of non-compliance with the provisions of this article, OVHcloud reserves the right to suspend the Services without prior notice and to immediately and automatically terminate the Contract, without prejudice to the right to any damages that OVHcloud may claim. In such cases, the Client cannot claim a reimbursement from OVHcloud for payments already made.

### 5.3. Use of SCRIPTS

**5.3.1. Conditions of use.** The Client may create and run its own CGI, PHP and/or SQL and other executable programmes on its own account, subject to compatibility with the Service. This possibility is subject to the following conditions:

- The Client agrees to take the necessary measures to ensure that the scripts on its website do not interact with the configuration of the Service or hardware.
- The Client agrees to download the scripts via the FTP, SFTP or SSH server, if available.
- The Client also agrees to use the scripts in a reasonable manner.

**5.3.2. Reasonable use.** The Parties agree that the reasonableness of the script usage with regard to the Service is assessed according to the Client's website usage criteria and the Service description on the OVHcloud website as indicated below:

- Daily traffic,
- Number of daily web requests (html, php, cgi, jpg, gif, etc.),
- Processor usage (CPU),
- RAM usage, and
- Access to an SQL server limited in the number of simultaneous requests (since OVHcloud recommends that Clients establish short connections and close them after use).

Where appropriate, the Client will be required to share the precise reason for which they are using the scripts.

**5.3.3. Penalties.** OVHcloud shall notify Clients via email if they are using scripts that are using up an unreasonable percentage of system resources, within reason and unless otherwise specified. As soon as possible after receipt of this email, the Client is then required to confirm by email that they have received this alert, and that they have fully understood the request made by OVHcloud. If the Client fails to do so, OVHcloud reserves the right to suspend the Client's Website without warning. In the event of necessity or urgency, OVHcloud reserves the right to suspend the Client's scripts or even the Service without prior notice or notification. In particular, scripts that present an imminent danger to other Clients and/or use an excessively high percentage of system resources are considered cases of necessity or urgency. This article supplements the provisions of the General Terms of Service and is not intended to replace them.

## 6. SERVICE DURATION AND RENEWAL

- 6.1. Initial Duration.** When Ordering, the Client selects the initial duration of its Service subscription (“Initial Duration”). The Initial Duration begins on the day that the Service is activated.
- 6.2. Renewal.** In the event the Client wishes a service to be renewed at the end of the Initial Duration or current Renewal Period (“Renewal date”), it will activate the automatic renewal feature in its Manager. At the end of the Initial Duration, the Service renews in successive periods of the same duration (“Renewal Period(s)”), unless the Service is renewed with a modified duration or terminated in accordance with the conditions set out below or in the General Terms of Service currently in force.
- 6.3. Change in the duration of the Renewal Period.** When multiple renewal periods are offered for the Service, the Client may modify the duration of future Renewal Periods for its Services via its Management Interface, at least 24 hours before the end of the Initial Duration or the current Renewal Period.
- 6.4. First renewal.** When the Initial Duration does not begin on the first day of the calendar month (start-up during the month), the Service’s renewal cycle is realigned to a calendar cycle during the first renewal so that the following Renewal Periods begin on the 1st of the calendar month. *(For example: for a Service initially subscribed to for one (1) year on 24 May 2023, the automatic renewal at the end of its Initial Duration results in the Service being extended from 24 May 2024 up to 31 May 2025).*
- 6.5. Renewal deactivation.** If the Client does not wish for a Service to be renewed at the end of its Initial Duration or current Renewal Period (“Renewal Date”), they must deactivate the automatic renewal function in their Management Interface.

In order to be effective and result in the termination of the Service at the end of the Initial Duration or current Renewal Period, the automatic renewal function must be deactivated under the following conditions:

- For Services with a monthly renewal cycle, before the 19th day of the calendar month at 11:00 PM (Paris time) at the latest,
- For Services with a non-monthly renewal cycle (quarterly, six-monthly, annually, etc.), before the 19th day of the calendar month preceding its Renewal Date at 11:00 PM Paris time at the latest *(For example: to terminate a Service subscribed to for one (1) year in June 2023, at the end of its Initial Duration, the automatic payment must be deactivated before 19 May 2024, at 11:00 PM Paris time).*

If the automatic renewal is deactivated under the conditions set out above, the related Service is automatically terminated and deleted at the end of the Initial Duration or current Renewal Period, including all of the content and data stored by the Client as part of the Service. It is the Client’s responsibility to take all the necessary measures to ensure that its content and data is preserved before the Service is terminated. However, the Client retains the ability to renew the Service up to 24 hours before the Renewal Date by reactivating the automatic payment function.

- 6.6. Joint offer.** When the Service is subscribed to as part of a joint offer with another OVHcloud service (the “Parent Service”), the Service is automatically linked with the billing cycle and duration of the Parent Service (including any Renewal Periods). In the event that the Client disconnects the Service from the Parent Service in order to use it independently, this Service will be subject to the standard pricing conditions. This operation cannot be undone: the Client will no longer be able to reattach the Service to

the initial Parent Service. From the date of the disconnection request, OVHcloud will issue an invoice taking the price changes into account. The Client will no longer be able to claim any price advantage obtained on the date of subscribing to the joint offer.

**6.7. End of the Service.** The Client is responsible for retrieving all of the data (including files, website, databases etc.) hosted as part of the Service before it ends. Information on how to retrieve this data is available on the OVH website. For whatever method chosen (termination, non-renewal, etc.), this data is automatically deleted by OVHcloud on the Service's expiry date. This deletion takes place within a maximum of forty-five (45) days following the Service expiry date.

## 7. FINANCIAL CONDITIONS

**7.1. Billing for the Service (excluding the Boost option).** At the time of Ordering, as well as when the Service is renewed, a bill is issued and must be settled by the Client. If it is set to renew automatically, the payment is made automatically using the payment method entered by the Client. In order to avoid any suspension or deletion of the Service in accordance with the terms set out in the General Terms of Service, the Client is reminded that it is its responsibility to ensure that their payment method remains valid for each renewal of the Service.

**7.2. Boost option billing.** The Boost option is billed monthly in arrears at the beginning of the calendar month following the month of use, based on the usage recorded by OVHcloud. Any Boost option not removed by the Client continues to be billed from one month to the next at the monthly rate applicable under the aforementioned conditions.

## 8. DOMAIN NAME

**8.1. Domain name.** The Client is informed that a domain name can be preferentially linked to its Service. Therefore, depending on the situation, it may be necessary to modify the previously set domain name.

**8.2. Ownership of the domain name.** The Client is informed that they must be the owner of the domain names concerned or have the owner's authorisation for the duration of the Contract.

## 9. DATA PROCESSING

This article describes (i) the data processing carried out as part of the features offering access to traffic and audience-measuring statistics (hereinafter referred to as the "Features"), and (ii) the cookies and tracking used as part of the Service delivery. This article supplements the Annex "Processing of personal data", which remains fully applicable to the Service.

### 9.1. Statistics

**9.1.1. Object and purpose of the processing.** As part of the shared Hosting service, OVHcloud shall provide the Client with traffic and audience measurement statistics for the hosted website(s). This Feature is enabled by default as part of the Service and can be disabled by the Client. In order to provide this Feature, OVH carries out data processing.

**9.1.2. Types of data processed.** Reports are produced using anonymised traffic data, such as IP address, users' request URLs for the website concerned, and the duration of the request.

**9.1.3. Processing carried out.** In order to be used as part of the statistics calculation, the aforementioned data is anonymised and aggregated using algorithms run by OVHcloud on its own infrastructures. Therefore, no personal data that can be used to directly or indirectly identify the above users is stored as part of the delivery of this Feature.

**9.1.4. Conservation.** Reports are available in the Client's Management Interface for a maximum period of forty (40) months.

**9.1.5. Liability.** The statistical data offered by OVHcloud as part of the Features, as defined in Article 9 of this document, is provided for informative purposes only. OVHcloud cannot under any circumstances be held liable in the event of incomplete or incorrect information provided, or for the Service's unavailability.

**9.2. Cookies and trackers.** As part of the Service delivery, cookies and trackers may be used, in particular to ensure the correct functioning of the websites hosted as part of the Service. The list of cookies and trackers, along with their purpose and conditions of use (data involved, duration, etc.) are detailed on the OVHcloud website.

**9.3. Responsibility of the user information and processing.** Within the context of the processing described in points 9.1 and 9.2 above, OVHcloud acts as a processor on behalf of the Client in order to provide the Service. As the data controller, it is the Client's responsibility to inform users of the website concerned of any useful information about this data processing, in accordance with the regulations in force.

## **10. RIGHT OF WITHDRAWAL (CONDITIONS SPECIFIC TO CONSUMERS)**

**10.1. Immediate execution of the Service.** The Client is informed that the immediate execution of the Services constitutes a waiver by the Client of the right of withdrawal for the entire duration of use of the Service during the legal withdrawal period.

**10.2. Pro rata right of withdrawal.** In the event that the right of withdrawal is exercised following a request for the immediate execution of the Contract, the Client shall be reimbursed the sums paid on a pro rata basis for the remaining duration of the contract.