SPECIFIC CONDITIONS FOR THE REGISTRATION, RENEWAL AND TRANSFER OF DOMAIN NAMES

Version 04/09/2024

New additions:
This updated version aims to clarify the terms and improve the readability of the document.

History:
The previous version of this document is available here.

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INTRODUCTION

These Specific Conditions are agreed between:

OVH Limited, headquartered at Becket House, 1 Lambeth Palace Road, London SE1 7EU and registered under number 05519821, acting as a Registrar or as a Reseller of any OVH Group company in this capacity (hereinafter referred to as "OVHcloud"),

And

The Client

OVHcloud informs the Client that Domain Names are assigned for use to the first eligible party to submit its application to the Registrar using the correct technical procedure and in accordance with this document and its appendices, with a priority criteria commonly known as a "first come, first served" basis.
The registration only becomes valid once the required fees have been paid.
These pecific conditions ("Specific Conditions") supplement the General Terms of Services currently in force, which are applicable to the Service defined in Article 1 below. If there is a contradiction between the two, these Specific Conditions prevail over the General Terms of Services.
If there is a contradiction between the Specific Conditions and the appendices, the appendicesshall prevail.

DEFINITIONS

Client: a natural or legal person that provides OVHcloud with the mandatory information when registering a Domain Name. The Client may be the Domain Name Registrant, the administrative contact chosen by the Domain Name Registrant or any Reseller.

Domain Contacts (admin, tech, billing): natural or legal persons, designated by the Client as an administrative, technical and billing contact on the Client's Account, respectively responsible for administrative, technical and accounting tasks relating to the Domain Name.

Domain Name(s): the address of the Client's website. A Domain Name is made up of a prefix (e.g. www), a radical (e.g. ovhcloud) and an extension (e.g. .com).

Domain Name Provider (Registry): a registry operator, and more generally any type of intermediary, operating according to its own rules and/or the rules established by any competent body such as ICANN, and with which OVHcloud is authorised to allow its Clients to register Domain Names.

ICANN (Internet Corporation for Assigned Names and Numbers: https://www.icann.org – a third party to this contract, that primarily defines the rules for assigning and managing Domain Names and their development.

Nic/Nichandle: One or more identification numbers assigned to the Client by OVHcloud. It is used for placing Orders, billing, and the technical management of the Services.

Registrant: the natural or legal person in whose name the Domain Name is registered.

Registrar: a private company that acts as an administrative and technical intermediary through which Domain Name registration applications can be submitted to the Registry.

Registration Data Directory Services (RDDS): a freely accessible online search tools allowing any person to obtain the contact information of a Domain Name Registrant. This contact Information is extracted from the shared database of Domain Names, and uses the data submitted by the Registrant.

Reseller: a natural or legal person authorised by the Registrant to register and manage Domain Names on their behalf.

1. PURPOSE

As a Registrar, OVHcloud is authorised to register, renew and transfer Domain Names on behalf of its Clients (the "Service").

The Client has the possibility to register an available Domain Name, according to the available offers at the time, it being specified that the registration of Domain Names is subject to the prior agreement of the competent Registry.

2. CONTRACTUAL FRAMEWORK

2.1 Acceptance of the contractual framework by the Client

Any request to reserve, register, transfer or renew the Domain Name implies prior and unreserved acceptance of the administrative and technical naming policies governing the extension of the Domain Name requested and, where they exist, the acceptance of conflict resolution rules that may arise between the Client acting on their behalf or the account of the Domain Name Registrant and any third party claiming rights to all or part of this name. A non-exhaustive list of the naming policies shall be provided in the appendix where appropriate. The Client agrees to read them in full and to respect all of the aforementioned rules governing the Domain Name extension(s) that they are requesting to register. Furthermore, any amendment to the conditions linking OVHcloud to the Registry, ICANN or the regulatory authorities shall automatically and immediately apply to the Client, who expressly accepts them as these modifications are binding on OVHcloud.

2.2 Contractual framework content

The contractual framework includes the following documents (together referred to as the "Contract"):
- General Terms of Services;
- These Specific Conditions and its appendices;
- The rules set out by the Registries;
- The rules issued by ICANN (for gTLD extensions).

Registry rules. These rules are established and communicated by each Domain Name operator Registry. These rules are subject to change after the publication of these Specific Conditions. It is the Client's liability to check the latest updated version, particularly by consulting the document "Identifying domain and registry naming policies" on the OVHcloud Website, and Appendix 2 to the SpecificConditions. The rules for ccTLD extensions are registry-dependent and are not identical. For this reason, reference should be made to the naming policies of the Registries in question.

ICANN rules. Where the extension chosen by the Client is a gTLD extension, all of the administrative and technical naming rules governing the Domain Name applied for are governed by ICANN in addition to the rules issued by the Registry. More information on ICANN rules and policies is available in Appendix 1 below.
The Domain Name rules set out by ICANN, the regulatory authorities and the Registries automatically apply to these contractual relations.

3. CLIENT'S DUTY TO INFORM

3.1 Obligation applicable to registration

The Service Client shall proceed with their registration as detailed on the OVHcloud Website.
They must provide all of the elements needed to register the requested Domain Name.

In particular, all of the essential information covered by the national and international rules for registering Domain Names and previously set out by ICAAN and the Registries is communicated to the Client on the OVHcloud Website.

The Client shall therefore provide the name and full contact details of the Registrant. In the event of a difference between the Registrant and the Domain Contacts, the Client agrees to declare the full names and contact details of each of the contacts concerned.

The full contact details of the Registrant and the Domain Contacts shall include their full name, postal address, email address and telephone number. Legal persons must provide proof of the existence and identity of their company and appoint OVHcloud a duly authorised representative.

They shall also provide the IP addresses of the primary and potentially secondary servers for the chosen Domain Name.

Compliance with this article is imperative and determines the admissibility of the registration procedure. Any incomplete information on the form will result in the registration's failure.

The Client declares and guarantees to OVHcloud that the information transmitted to OVHcloud is truthful, up-to-date and accurate. In the event that the Client is not the Registrant of the Domain Name, and in the event of a dispute regarding the information transmitted by the Client, the Domain Name Registrant's information shall prevail over that of the Domain Contacts.

OVHcloud may at any time ask the Client to provide documents attesting to the validity of the information communicated. These documents must be sent to OVHcloud as soon as possible.

3.2 Obligation to update information

In the event of a change to any of the information previously submitted when registering or renewing a Domain Name, or at any point during the Service, the Client agrees to notify OVHcloud of these amendments within two working days of their occurrence, using their Control Panel on the OVHcloud Website.

The Client is warned that updating their contact details may incur additional fees charged by the Registries. In such cases, OVHcloud reserves the right to rebill the Client for such fees after transmitting the supporting documents to the Client.

The Client agrees to respond to any update request communicated by OVHcloud as soon as possible. In the absence of a response, the Client is liable to penalties, depending on the ICANN and Registry regulations in force.

3.3 Obligations as the Domain Name Registrant representative

The Client confirms that he hasthe necessary authority to carry out any operations related to the management and registration of the Domain Name. In the event that the Client is not the Registrant of the registered Domain Name, he agrees to obtain the necessary authorisations from the Domain Name Registrant to carry out any necessary operations for these purposes, particularly the registration, transfer and renewal of the Domain Name. The Client shall ensure that the Domain Name Registrant has read and complies with the provisions of the Contract. The Client alone is liable for the relationship it maintains with the Domain Name Registrant and guarantees OVHcloud against any requests, complaints and actions by the Domain Name Registrant and any other third party.

OVHcloud and the Client authorised by the registered Domain Name Registrant shall act as the Domain Name Registrant's representative with regard to the management and registration of a name with ICANN, a Registry, or any other third party involved in the registration procedure.

OVHcloud is authorised, at any time and without prior notification, to make the changes required to manage a Domain Name, including updates or data transfers.

4. DOMAIN NAME REGISTRATION BY OVHCLOUD

OVHcloud is only subject to a "best endeavours" obligation.

OVHcloud's information on the availability of Domain Names on the OVHcloud Website is purely indicative. The same applies for the reservation confirmation sent via email once the registration forms have been completed and the payment made.

The registration will only be deemed completed after the confirmation message is sent by OVHcloud to the Client after verification and the Domain Name Provider has effectively registered the Domain Name.

Requests will be forwarded by OVHcloud directly or through the Registrar to the Registry or to ICANN.

It is the Client's liability to regularly verify the availability of their desired Domain Name(s), as the availability cannot be established in real time by the databases, including by the ***RDDS***. OVHcloud is in no way liable for the data contained in the ***RDDS*** database or any equivalent database, or for their update. OVHcloud informs the Client that Domain Names are assigned for use to the first eligible party to submit its application to the Registrar using the correct technical procedure and in accordance with this document and its appendices, with a priority criteria commonly known as a "first come, first served" basis.

If an element of the reservation request requires an addition, clarification or modification, OVHcloud shall send its request via email, to which the Client agrees to respond within a maximum of two (2) working days.

During this time, the chosen Domain Name shall not be provisionally reserved, or subject to any right of priority. However, if the Domain Name is reserved by a third party during this response period, OVHcloud will inform the Client, who must then choose an alternative Domain Name.

In the event that OVHcloud is unable to carry out the Service ordered by the Client (change of Registrar, owner, etc.) due to a failure to act on the Client's part, whatever its nature (providing supporting documents, correcting incorrect information, etc.), OVHcloud reserves the option to cancel the Order. The refund of the Order will be made using the same payment method as the one used during the purchase and Order, and will be credited within one month from the unanswered request for amendment sent to the Client. Refunds will only be made subject to OVHcloud's ability to cancel the Order from the Registry.

In accordance with the rules of the Registry/provider and with anti-cybercrime regulations in force, OVHcloud reserves the right to refuse, suspend or even terminate at any time a Domain Name whose contact details it deems to be false.

5. FINANCIAL CONDITIONS

The applicable prices are available on the OVHcloud Website. Unless otherwise specified, these prices do not include taxes. The price of the Service charged to the Client, and in particular the price for renewal, restoration, or for changing the Domain Name Registrant, is the one in place at the time of the Order.
Any price changes that occur during the execution of the Contract will be governed by the conditions set out in article 11.2 of the General Terms of Services. The new pricing shall be applicable immediately on the Service's renewal date.
The Client acknowledges and accepts that the payment of a debt that it owes to OVHcloud shall not result in the Service being automatically reactivated. The conditions for reactivating the Services are established by the Registries.

6. DURATION AND RENEWAL

During the Order, the Client selects the initial duration of their Domain Name registration ("Initial Duration"). The Initial Duration starts on the day that OVHcloud receives the email confirming the Domain Name registration. At the end of the Initial Duration, the Service automatically renews in successive periods of the same duration (the "Renewal Period(s)"), unless the Service is renewed with a modified duration or terminated in accordance with the conditions set out below.

The Client is liable for maintaining their Domain Name portfolio. It is the Client's liability to check that the Domain Names have been renewed with the Registry and to implement the actions necessary for managing their portfolio. Failure by the Client to comply with their obligations may result in the suspension of the Registered Domain Name.

In the absence of automatic renewal, it is the Client's liability to manually renew their Domain Name no later than forty-eight (48) hours before the Renewal Date. If it is renewed later than this, OVHcloud reserves the right not to proceed with the renewal.

During the Order, as well as when the Service is renewed, a bill is issued and paid automatically using the payment method registered by the Client. The Client agrees to register a valid payment method from the methods available. If there is no valid payment method, or if a payment is rejected, OVHcloud reserves the right not to proceed with the automatic renewal of the Service on the Renewal Date, as defined below.
Unless a specific feature allows the Client to choose the Renewal date on their Control Panel, the Service's renewal fee is charged at least thirty (30) days before the Domain Name's Renewal Date. As such, the Client agrees that OVHcloud may contact the Registry before the expiry date in order to carry out the renewal operations.
The invoice will be issued upon delivery of the Service and of all of the Services delivered in the purchase order corresponding to the Service.

If the Client does not wish for a Service to be renewed at the end of its Initial Duration or the current Renewal Period ("Anniversary Date"), they must request the termination of the Service via their Control Panel.

In order to be effective and result in the termination of the Service at the end of the Initial Duration or the current Renewal Period, the automatic renewal function must be deactivated at least thirty-one (31) days before the Domain Name renewal date.

If the automatic renewal is deactivated under the conditions set out above, or if the due amounts are not paid by the renewal date, the related Service is automatically terminated and deleted at the end of the Initial Duration or current Renewal Period. It is the Client's liability to take all the necessary measures to ensure that their Services continue.
In any event, the definitive termination of the Service will be effective at the end of the period set out in the rules prescribed by the Registries.

The duration of certain add-on options or functions that may be associated with the Service, along with their renewal and termination conditions, may differ to those applicable to the Service. It is the Client's liability to be aware of these.

7. TERMINATION OF CONTRACT

In addition to the cases set out in the General Terms of Services, OVHcloud reserves the right to immediately terminate these Terms and Conditions by simple notification in the event that:

- the rules prescribed by ICANN or by the Registry are not followed, particularly those set out in the Appendix as well as the registries agreements published by ICANN (available at the following URL: https://www.icann.org/resources/pages/registries/registries-agreements-en), all of which are binding on the parties;
- incorrect information are provided during the Domain Name registration or renewal;
- the amounts due on the Client's NIC account for a Domain Name registration or renewal are not paid;
- the decision of a competent authority (such as a court decision that is legally enforceable or an extrajudicial settlement that is enforceable against the Client) is applied; and
- the public order, laws and practices currently in force are not followed.

8. CLIENT LIABILITY

8.1 The submission of incorrect personal information, particularly with the intention of quasi-anonymously obtaining a Domain Name, is prohibited and shall ipso facto result in the termination of the account and the related Domain Name(s).

8.2 In the event that the Client has not received authorisation from the people whose name and contact details they have submitted for the Domain Name registration, they shall be responsible for all of the consequences, whatever their nature, including any financial consequences.

8.3 Likewise, the Client shall assume full responsibility for the data communicated to OVHcloud. The Client guarantees OVHcloud that the person in whose name the Domain Name is registered, renewed or transferred, namely the Domain Name Registrant, has expressly or tacitly authorised them to do so. OVHcloud cannot be held responsible for any cases where the authorisation between the Registrant and the Client is invalid; the privity of this agreement is limited only to the contracting parties.

As a result, the lack of valid authorisation shall transfer the right of all responsibility exclusively to the Client.

9. OVHCLOUD LIABILITY

OVHcloud shall make every effort to update the information available to it within a reasonable timeframe.

9.1 OVHcloud reminds the Client that its role is to issue the Client with Domain Names from the Registries. Therefore, OVHcloud is in no way liable if a Registry refuses to issue the Domain Name during the process of verifying the Client's eligibility to register a Domain Name.

9.2 The Client acknowledges and accepts that the registration of their Domain Name, or any other operation, is subject to the Registry or OVHcloud's refusal, cancellation, redirection, transferring, holding or blocking for as long as necessary, at the sole discretion of the Registry, in order to (non-exhaustive list):

- correct errors committed by the Registry or the Registrar during the Domain Name registration;
- remedy any imminent and substantial threat to the stability of the Registry;
- stop or prevent any violation of the rules prescribed by ICANN or the Registry.

OVHcloud and/or the Registries cannot be held liable in this regard.

10. DOMAIN NAME LICENSE

The operating licence, whether or not it is on an exclusive basis, is not enforceable against OVHcloud, even when it is notified.

As a result, the Client remains the main point of contact for OVHcloud and the sole party liable towards OVHcloud for the actions and uses carried out in connection with the use and operation of the Domain Name.

In the event that a user licence is granted to a third party, the Client shall also remain liable for all facts and acts relating to the registered Domain Name. It is therefore the Client's liability to carry out any appropriate checks themselves in order to use the Domain Name in accordance with both the ICANN or the Registry, as well as the contractual rules set out by OVHcloud.

If applicable, the Client agrees to follow the out-of-court procedure for settling disputes relating to the disputed Domain Name.

11. CHOOSING THE DOMAIN NAME

Before making any reservation requests, it is the Client's liability to carry out any appropriate checks as required.
The Client agrees, in particular, not to infringe upon:

- an existing distinguishing mark, whether relating to a trademark right or a right linked to a company name, a brand or trade name, a designation of origin or a geographical indication;
- a personality right;
- a copyright;
- and in broader terms, any intellectual property right.

The Client shall also ensure that the Domain Name:

- does not infringe on public order, or on laws and customs in force;
- is not defamatory or racist;

- is not likely to be considered as speculative or abusive; and
- complies with the applicable naming rules set out in Appendix 2.

The Client declares that to their knowledge, neither the registration of the registered name nor the way in which it is directly or indirectly used will infringe on the legal rights of a third party.
For informational purposes, OVHcloud shall specify to the Client through this document that failure to carry out a preliminary search prior to the Domain Name registration may result in infringement and/or unfair competition proceedings under the sole liability of the Client.

OVHcloud also informs the Client that certain names, for example those relating to geographical and/or geopolitical concepts, or those likely to infringe on public order, cannot be chosen.

12. THIRD-PARTY CLAIMS

The costs of any third-party claims justified by a court order, including interim procedures, or by a ruling handed down following mediation or arbitration proceedings over Domain Names, shall be fully borne by the Client.

Under these procedures, the Client may, without warning, be dispossessed of their registered Domain Name in the event that the Domain Name is transferred to a legitimate third party who has filed legal action. The Domain Name in question may also be suspended during the procedure until its outcome is known.

If, on this occasion, OVHcloud is brought into the proceedings, the Client shall indemnify OVHcloud against all of the fees incurred by the procedure, regardless of the cause and consequences, and whatever its nature, i.e. judicial proceedings or mediation/arbitration proceedings.
In particular, the fees incurred include the financial commitments relating to technical interventions, costs of the proceedings, as well as legal representation fees.

The same rules apply to claims submitted by the Registries, ICAAN or the regulatory authorities. The Client agrees to indemnify and relieve the Registry and ICANN, along with their directors, executive officers, employees and agents, of any liability in the event of claims, damages, liability, fees and expenses (including legal costs and fees) that result from or are related to the Client's Domain Name registration.
This article shall remain in force upon expiration or termination of these terms and conditions until the deadline for third-party claims has passed.

13. PROCESSING PERSONAL DATA

This article describes the conditions for (i) the personal Client data processed by the Domain Name Registry Operators, and (ii) publishing the Domain Name in the public directories (RDDS) This article supplements the Appendix 'Processing of personal data', which remains fully applicable to the Domain Name Service.

13.1 Processing carried out by Domain Name Registry Operators

As part of the Services provided under these Specific Conditions, OVHcloud is authorised by the Registries to resell Domain Names. As such, OVHcloud collects Client data (identity, contact details, etc.) required for the registration, renewal and transfer of the Client's Domain name(s), and communicates it to the Registry Operator(s) of the relevant extensions in order to carry out the formalities needed for the registration, renewal and/or transfer of the Domain Name(s) in question.

The Registry operator is the data controller for the data thus produced. To this end, the Registry may need to directly contact the Client, particularly if the reserved domain extension is subject to special conditions such as the Client's place of residence (a condition required in particular for domains ending in .eu, .paris, .berlin etc.).

The conditions for registering, renewing and transferring Domain Names to different Registries, along with the conditions under which the Registries process the Client data, are set out by the Registry operators. When the Client uses the Service described in this document to register, renew or transfer a Domain Name, the Client is understood to have read and accepted the applicable conditions of the relevant Registries.

13.2 Publication of registration data to the directory ("RDDS")

The majority of the Registry operators use a public directory (RDDS) where the Client's identifying data associated with the reserved domain can be published. The RDDS also contains technical information, such as the name of the Registrar, the domain's activation date, expiration date, etc.
The conditions for publication in the directory vary between each Registry operator.

The Client shall exercise their rights relating to personal data concerning them processed by the Registry operators, including their right of access, rectification or deletion, directly with OVHcloud and the Registry operators.

13.2.1 Generic top-level domains ("gTLD"s)

For gTLD domains, the Client decides whether to publish their personal data in the gTLD domain directories.
The Client's data is hidden by default, and the Client may choose to publish all or part of it (opt-in system).

In order to allow third parties to contact the Client via the RDDS about the Domain Name(s) of which they are the Registrant, OVHcloud shall provide a contact form, allowing them to contact the Client via the contact address provided, without however publicly sharing it.

However, OVHcloud does not guarantee that the redirection will be completed successfully. If the Client uses a Domain Name as part of an online business, they shall remain liable for publishing their contact information in accordance with the applicable regulations in order to be contactable (particularly the name of the website editor, publishing manager, etc.).

13.2.2 Country code top-level domains ("ccTLD"s)

The publication conditions for ccTLD directories vary depending on the ccTLD chosen. Further information can be obtained directly from the relevant Registry operators, for which a list is provided in the document "Identifying domain and registry naming policies" available in Appendix 2, or on the OVHcloud Website under the "Contracts" section.

13.2.3 General Information

Regardless of the directory publication conditions, they do not exempt the Client from providing OVHcloud and the registries with valid contact details, or from keeping this information up to date.

OVHcloud or the Registry Operators may be required to communicate the Domain Name Registrant's information that is not published in the directory to any person with a legitimate interest.

14. TRANSFER OF DOMAIN NAME

14.1 Transfers between Registrars

14.1.1 Incoming transfers: to OVHcloud

The Client's transfer of the Domain Name to OVHcloud is authorised only under the following conditions:

- receipt by OVHcloud of the transfer notification via the Control Panel, via receipt of a specific document required by the Client or an enforceable court decision served on OVHcloud, as well as any arbitration award duly notified to OVHcloud;
- payment of the transfer fee for changing the Registrant to OVHcloud by the most diligent party, possible signature of the transfer documents issued by the Registry, and compliance with the transfer procedure specific to the domain in question;

- compliance with the conditions of the domain in question;
- no recourse to the Domain Name being transferred;
- a minimum period of sixty (60) days following the initial registration of the Domain Name, the previous transfer, or the change of email address, for certain extensions;
- the Domain Name is not subject to a refusal of transfer by the current Registrar on legitimate grounds (such as an outstanding payment, an ongoing dispute or any other specific grounds).

In these scenarios, OVHcloud cannot be held liable for the failure of this transfer.
A transfer to OVHcloud shall take effect once the transfer has been validated by the Registry.

14.1.2 Outgoing transfers: from OVHcloud

The Client may change their Registrar at any time. The transfer procedure for this new Registrar must be followed, unless there are restrictions imposed by the various Registries or OVHcloud refuses to transfer the Domain Name on legitimate grounds.

Any enforceable court judgement served to OVHcloud as well as any arbitration award duly notified to OVHcloud involving the transfer or cancellation of the Domain Name registered by the Client shall be executed by OVHcloud as is and immediately, without prior notification to the Client.

In the other scenarios, a transfer from OVHcloud shall take effect once the request has been made in the Client's name by the new chosen Registrar, before its expiry, provided that there are no non-contentious or contentious procedures in progress between the Client and OVHcloud, and subject to the transfer conditions of the domain in the event of a third-party claim.

14.2 Internal transfers to OVHcloud

Account-to-account transfers are also possible, and involve:

- transfer at the initiative of OVHcloud: execution of an extrajudicial/arbitral decision (e.g. UDRP, Syreli, ADR);
- transfer at the Client's initiative: carried out from their Control Panel by reassigning their Services on other NICs. Any such modification shall be subject to the rules laid down by the Registries. The rules may differ from one Registry to another;
- transfer at the initiative of the Domain Name Registrant: the Domain Name Registrant can, on request, obtain the transfer of the Service to their Client Account. Any such modification shall be subject to the rules laid down by the Registries. The rules may differ from one Registry to another.

14.3 Compulsory liquidation

If the Client is subject to a liquidation procedure, ceases trading, goes into receivership or enters into any other procedure of a similar nature during the Domain Name's registration period, the designated representative may request the transfer of the Domain Name to the buyer of the Domain Name Registrant's assets, along with the accompanying appropriate documents.

15. CHANGE OF REGISTRANT

15.1 Change of Registrant email address

The Client can change the Domain Name Registrant's email address directly from their Control Panel. Any such modification shall be subject to the rules laid down by the Registries . The rules may differ from one Registry to another.

The generic extensions managed by ICANN are subject to specific rules ("ICANN Transfer Policy"), available at the following address: https://www.icann.org/resources/pages/transfer-policy-2024-02-21-en (II. Inter-Registrant Transfer (Change of Registrant).

Under ICANN's Transfer Policy, any change to a Domain Name Registrant's email address requires validation, and requires that specific transfer protection be put in place for a period of sixty (60) days following the change.

15.2 Change of Registrant

Unless otherwise stipulated by the Domain Name Providers, the Registrant is authorised to transfer their Domain Name to a third party by following the procedure indicated on the OVHcloud Website and after having paid the corresponding fees, if any. Where applicable, the new transferee of the Domain Name assumes the transferor's rights and obligations, regardless of whether these rights and obligations arose before or after the date of transfer. The transferor and the transferee shall remain jointly and severally liable as part of the transfer.

Depending on the Domain Name extensions concerned, changing the Registrant may require OVHcloud's manual intervention, as indicated on our Website, as well as the production of supporting documents.

The specific terms and conditions of each extension may allow for a change in the duration of validity of the Domain Name in the event of a change of owner. The Client must be aware of these before any request to change ownership.

Generic extensions are subject to specific rules, available at the following link: https://www.icann.org/resources/pages/transfer-policy-2024-02-21-en (II. Inter-Registrant Transfer (Change of Registrant).

It is specified that any transfer, transfer request or cancellation of a Domain Name, for whatever reason, shall not involve the refund of any amounts received by OVHcloud, except to demonstrate its accountability.

16. RESELLERS

This article only applies to Clients who are considered Resellers.
The Reseller agrees to comply with the terms of the rules established by ICANN, including, but not limited to, the Reseller provisions set forth in the Registrar Accreditation Agreement (available on the date of these General Terms of Services at: https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en).

Among other things, the Client shall not display the ICANN or ICANN-accredited Registrar logo, or otherwise present themselves as ICANN-accredited, unless the Client has written permission from ICANN to do so.

Any registration agreement used by the Client must include all provisions of the registration agreement and notices required by the ICANN Registrar Accreditation Agreement and ICANN Consensus Policies, and must identify the Registrar sponsoring them or provide a means to identify it, such as a link to the Whois InterNIC Search Service.
Upon request from their customers, the Client must identify the Registrar who sponsors them.
The Client agrees to comply with any specification or policy adopted by ICANN that establishes an accreditation program for individuals or entities providing proxy and privacy registration services ("Proxy Accreditation Program").
The Client agrees to provide its customers with a link to the ICANN web page detailing the rights and responsibilities of Registrants (available on the date of this document at https://www.icann.org/resources/pages/responsibilities-2014-03-14-en).

The Client shall publish on their website(s) and/or provide a link to the documentation on the Domain Name Registrants' benefits and responsibilities (available on the date hereof at the following address: https://www.icann.org/resources/pages/benefits-2013-09-16-en).

OVHcloud reserves the right to send the Client a questionnaire or summary report to complete, intended to collect reasonably necessary information on the execution of the Specific Conditions and the Client's compliance with its obligations.

The Client shall complete the questionnaire or summary report and return it to OVHcloud within a maximum of fifteen (15) calendar days from receipt. The Client shall enter information that they guarantee to be truthful and accurate.

Without prejudice to the provisions of the preceding paragraph and the provisions relating to audits carried out in accordance with the GDPR, OVHcloud shall be entitled to audit the Client's execution of this Contract once a year. For this purpose, the Client shall maintain all information and documents relating to the performance of this Contract in a single location (hereinafter referred to as the "Client Site").

This information and these documents shall be stored and archived so that OVHcloud can, at its discretion and subject to at least eight (8) calendar days' notice, appoint one of its representatives or any independent third party designated by it, to conduct a review of the execution of this Contract on the basis of this information and documents.

To this end, the Client shall authorise the agents responsible for carrying out any audit on behalf of OVHcloud to access the Client Site during working days and hours, in particular to enable them to verify compliance with the Contract. The Client shall provide OVHcloud's authorised representatives with all statements, extracts and other electronic and paper documents required to carry out the audit. To do this, the Client shall provide all the necessary assistance to the agents appointed by OVHcloud.

17. RIGHT OF WITHDRAWAL

The Client acknowledges that due to their own selection of the root and extension, the registration of a Domain Name with OVHcloud constitutes the provision of a personalised good.

As such, the Client is expressly informed that in accordance with the applicable provisions, they cannot exercise their right of withdrawal on the registration of the ordered Domain Name.

This right also cannot be exercised by the Client when the registration is renewed, or when Domain Names are transferred or restored.

18. DISPUTES

OVHcloud and the Registry reserve the right to put the Client's Domain Name on hold during a dispute resolution.

OVHcloud and the Registry reserve the right to suspend or cancel the Client's Domain Name in the event that they use the Domain Name to send unsolicited marketing publications, communications that contradict the applicable laws or the internet acceptable use policy, or if the Client uses their Domain Name for an illegal activity.

The Client can, at any time, notify OVHcloud of any infringement on legal provisions, intellectual property rights and/or obligations indicated in the code of conduct mentioned below, using the 'Report abuse and illegal content' form available on the OVHcloud Website.

LIST OF APPENDICES:

- APPENDIX 1 – GENERIC EXTENSIONS
- APPENDIX 2 – IDENTIFICATION OF APPLICABLE POLICIES BY DOMAIN NAME AND REGISTRY

APPENDIX 1 – GENERIC EXTENSIONS

This Appendix is applicable as a supplement to the Specific Conditions for registering, renewing and transferring Domain Names.

Extensions marked as generic are available on the ICANN website: https://www.iana.org/domains/root/db

They are subject to ICANN's specifications, rules and policies (https://www.icann.org/resources/). When registering a Domain Name with a generic extension, the Client agrees to familiarise themselves with and comply with these rules, policies and specifications.

The Client agrees to not contact the Registry about any questions relating to registering, cancelling, destroying or transferring a Domain Name; the Client agrees to contact OVHcloud directly.
The Client agrees to not publish or distribute the Registry's postal address, email address or fax number in the RDDS of their domains.

The Client agrees to correct and update the Domain Name information throughout the duration of its registration.

The Client consents to the use, reproduction, distribution, publication, modification and other processing of their personal data (as submitted to the RDDS database when registering their domain) by the Registry and/or ICANN. The Client therefore cannot oppose its publication in the RDDS database, except when simultaneously requesting the termination of these contractual provisions.

The Client agrees to indemnify, defend, protect and prevent OVHcloud from prosecution through their actions or omissions, along with the Registry and/or any Regulatory authority and/or their subsidiaries and/or their directors, managers, employees, representatives and/or workers. This includes legal fees resulting from or relating to the registration of the Client's Domain Name or the Client's use of the Domain Name. This obligation shall survive the end of the Contract.

In the event of a dispute arising between the parties as a result of the execution or interpretation of this document, the parties agree in advance of any legal action that any claim shall be the subject of a prior formal notice by recorded letter with acknowledgement of receipt.
After a period of ten days following the sending of the letter referred to in the previous paragraph, any party may then initiate any appropriate procedure, with express jurisdiction being conferred on the Commercial Courts of England and Wales and on the jurisdiction of the Domain Name Registrant.
OVHcloud and the Registry reserve the right to put the Client's Domain Name on hold during a dispute resolution.

The Client agrees to respect the provisions of the ICANN Uniform Domain Name Dispute Resolution Policy, which can be found at the following URL: https://www.icann.org/resources/pages/help/dndr/udrp-en
The Client consents that the Domain Name may be suspended, cancelled or transferred according to the ICANN rules and the rules adopted by the Registry in accordance with the ICANN rules, in order to correct errors made by the Registry or by OVHcloud, or to enable disputes around the domain to be resolved.

APPENDIX 2 - IDENTIFICATION OF APPLICABLE POLICIES BY DOMAIN NAME AND REGISTRY

The Client agrees to study and comply with Appendix 2: Identification of applicable policies by Domain Name and Registry, which is accessible to all via the following URL:
https://contract.eu.ovhapis.com/1.0/pdf/Annex_Domain_Name_Registries_Policies-gb.pdf

This Appendix is an integral part of the Specific Conditions for registering, renewing and transferring Domain Names, agreed between OVHcloud and the Client. This Appendix and the Specific Conditions for the registration, renewal and transfer of Domain Names are complementary and mutually explanatory.