

SPECIAL CONDITIONS FOR OVH SSL CERTIFICATES

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1: PURPOSE

The purpose of these Special Conditions, which supplement OVH's General Conditions of Service and Special Conditions of Registration, Renewal and Transfer of a Domain Name, is to define the technical and financial conditions subject to which OVH undertakes to provide the Customer with a digital certificate for the Website hosted on a compatible hosting service within the OVH hosting platform and linked to the Customer's chosen domain name registered with OVH ("the SSL Service").

In the event of a conflict between these Special Conditions and the General Conditions or Special Conditions of Registration, Renewal and Transfer of a Domain Name, these Special Conditions shall prevail.

2: ACCESS TO THE SERVICE AND CONDITIONS FOR THE PROVISION OF SERVICES

The digital certificate is an electronic data file electronically signed and issued by a certification authority so as to guarantee the legal bond between the domain name and the Website operator.

A digital certificate allows the Customer to encrypt data transfers to the Website linked to the domain name it has registered with OVH.

OVH offers the SSL Service to Customers who have a domain name and a compatible hosting service, subject to a limit of one digital certificate per domain name.

Hosting services compatible with the SSL Service are listed on the OVH Website.

Once a Customer has purchased one or more domain names via the OVH Website, it may subscribe to the SSL Service provided that it has a compatible hosting service.

OVH will promptly implement the Service once the Customer's domain name has been validated with the Registrar and the DNS propagation required for the due performance of the SSL Service has been completed.

The Customer acknowledges that the digital certificate is bound to the OVH domain name it has chosen (with or without WWW, excluding sub-domains) and is personal to the Customer. As such, it cannot be transferred from one domain name to another, whether subscribed with OVH or another registrar, during the term or after the expiry of the contract and the Customer must not assign, transfer or purport to transfer the certificate to any other party or any other domain.

3: CUSTOMER'S OBLIGATIONS AND LIABILITY

The Customer appoints OVH to act as its agent for the purposes of dealing with the certification authority, including in order to accept the subscription agreements with the certification authority and confirm its order with the certification authority. The Customer expressly authorises OVH to provide the certification authority with any and all information that may be requested within the strict framework of the provision of a digital certificate.

The Customer undertakes to use OVH as its sole point of contact with regard to the provision of the SSL Service. Accordingly, the Customer undertakes not to deal directly with the certification authority, save in exceptional circumstances and subject to OVH's express consent.

OVH reminds the Customer that, within the scope of the provision of the Service, it must provide OVH with its precise and up-to-date contact details and to keep these up to date at all times. The Customer acknowledges that the digital certificate may be cancelled by OVH or by the certification authority if the contact details or information provided by the Customer are incorrect.

The Customer undertakes to be the sole person responsible for the website hosting space on which the digital certificate is installed and to be solely responsible for the management of the certificate and for ensuring that the certificate remains accurate in respect of claims from third parties.

The Customer undertakes to use the SSL Service in a responsible and reasonable manner, and in accordance with all applicable laws.

4: OVH'S OBLIGATIONS AND LIABILITY

OVH will use reasonable endeavours to exercise due care and attention to provide a quality service in accordance with good industry practice and the current state of technology.

OVH's obligations under these contractual terms and conditions are limited to the installation of a digital certificate for the Website hosted on a compatible hosting service within the OVH hosting platform and bound to the domain name registered with OVH by the Customer.

At its sole discretion and after having notified the Customer at least thirty days in advance via the customary means of communication (mailing lists, forums, www.ovh.ie Website), OVH may alter or terminate the SSL Service if the certification authority ceases to operate or loses its authorisation to issue digital certificates.

In such event, OVH undertakes to reimburse the Customer an amount in proportion to the period of time remaining until the scheduled expiry of the SSL Service.

5: TERM OF THE CONTRACT AND EXPIRY OF THE SERVICE

The SSL Service is contracted by the Customer for the same period of time as applies to the hosting service to which it is linked. The SSL Service shall be subject to automatic renewal

when the applicable hosting service is renewed, unless the Customer expressly states in writing to OVH that they wish for the SSL Service to expire.

Furthermore, the Customer acknowledges that the digital certificate shall be cancelled automatically upon the expiry of the compatible hosting space. Accordingly, the Customer shall ensure that its hosting space is renewed in a timely manner in order to maintain the digital certificate bound to its corresponding domain name.

6: CANCELLATION

The Customer acknowledges that OVH has informed the Customer (in a durable available and accessible medium) that, unless OVH expressly agrees otherwise in writing, the Customer will not be able to cancel the SSL Service pursuant to any rights they may have under the European Communities (Protection of Consumers in Respect of Contracts Made by Means of Distance Communication) Regulations, 2001, (as amended or superseded from time to time), once the performance of the SSL Service has begun with the Customer's agreement.

This acknowledgement will also apply to the SSL Service upon any renewal requested by the Customer.