

GENERAL TERMS AND CONDITIONS OF SERVICE

This Agreement is entered into between:

- OVH Australia PTY LTD (Australian Company Number 612 612 754, LEVEL 12, 90 ARTHUR STREET NORTH SYDNEY NSW 2060) which purpose's is to provide internet services through dedicated servers, shared and cloud hosting, ("**Service(s)**"); hereinafter called "OVH,"
- and any person or corporation, individual or professional, private or public, wishing to receive one or more Services from OVH; hereinafter called the "Customer".

BY SUBMITTING THE ONLINE ORDER FORM, THE CUSTOMER HEREBY AGREES TO THE FOLLOWING:

DEFINITIONS

Please note that definitions are available on OVH website: OVH Glossary

1. PURPOSE

- 1.1. Due to the nature of the technology, OVH does not warrant to provide a continuous or uninterrupted or fault or defect or degradation or error free, or a completely secure Service. Nor does OVH warrant the Services will meet all of the Customer's requirements. Therefore, the Customer should ensure that he/it have satisfied himself/itself that the Services are appropriate and are suitable for their intended purpose. The Customer acknowledges that he/it has ensured that he/it has checked the suitability of the Services to his/its needs and that he/it has received from OVH all the relevant information and advice needed to enter into this agreement knowledgeably and willingly.
- 1.2. The purpose of this Agreement is to define the technical conditions of OVH's agreement to provide the Services to the Customer.
- 1.3. These General Terms and Conditions of Service, to which will be added, as applicable, specific terms and conditions and/or schedules proposed by OVH, shall:
 - (i) be applicable, at the exclusion of all other terms and conditions, including the terms and conditions of the Customer, to all the Customer's orders for the Services from the OVH Corporation; and
 - (ii) prevail over all other conditions of the transaction, including the terms and conditions of the Customer as well as any previous correspondence between OVH and the Customer and/or early representations made by OVH with respect to the Services, including all quotations, offers, etc.
- 1.4. The parts of the Services that are offered gratuitously are also governed by these General Terms and Conditions of Service.

2. OVH'S OBLIGATIONS

- 2.1. OVH agrees to use all reasonable endeavours, to provide a quality Services in compliance with professional standards at the date of this Agreement.

3. OVH'S LIABILITY

- 3.1. The Customer acknowledges and agrees that OVH makes not warranty with regard to the performance of the Services to the Customer. However, OVH undertakes to exercise all reasonable care and attention so as to provide a quality service in accordance with the Agreement and the professional standards applicable in the area of the Services at the time of the Agreement.
- 3.2. Therefore, OVH undertakes to:
 - 3.2.1. provide the Customer with Services that are consistent with the agreed specifications;
 - 3.2.2. keep the infrastructure of dedicated services ("**Infrastructure**") in working condition, by replacing any defective parts within the time limits specified under this Agreement;
 - 3.2.3. ensure that the Infrastructure provided to the Customer complies with the physical safety rules set out in this Agreement;
 - 3.2.4. use qualified staff with the skills required to perform the Services for which they are responsible;
 - 3.2.5. inform the Customer of any event which has been brought to its attention and, which may affect, totally or partially, the performance and/or the continuity of Services.
- 3.3. Subject to compliance by the Customer with its obligations under this Agreement, the Customer acknowledges and agrees that OVH has an obligation of achieving results only with regard to the services levels relating to Infrastructure availability and responses time. Otherwise OVH will only use its reasonable endeavours in providing the Services in accordance with the professional standards in the industry at the time of the Agreement.
- 3.4. For any operation which requires an interruption of the Infrastructure and/or Services run, and which might have an adverse impact on the Customer, OVH will inform the Customer beforehand so that the Customer can make the necessary arrangements. However, in case of emergency, OVH reserves the right to intervene without prior notice even if this causes the Infrastructure and/or Services to become unavailable. In this instance OVH undertakes to communicate, in the shortest time possible, the nature of the operation and the estimated duration of unavailability to the Customer. OVH will make every reasonable effort to reduce the length of the interruption.
- 3.5. OVH shall not be liable on any grounds whatsoever to the extent permitted by law for any direct, indirect, secondary or consequential loss or loss of income in the circumstances described below:
 - 3.5.1. If the performance of this Agreement, or of any of OVH's obligations under such Agreement, is barred, limited or disrupted due to a fire, an explosion, a failure in the transmission networks, the collapse of the facilities, an epidemic, an earthquake, a flood, a power failure, a war, an embargo, a statute, an injunction, a request or demand from a government, a strike, a boycott, a withdrawal of authorization from the telecommunications operator, or any other circumstances beyond OVH's reasonable control ("**Force Majeure**" event), then OVH, subject to a prompt notice to the Customer, shall be relieved from performing his/its obligations within the limits of this inability to act, limitation or disruption, and the Customer shall be likewise relieved from performing his/its obligations to the extent that his/its obligations pertain to the performance of the obligations thus barred, limited or disrupted, subject to such party thus affected using its best efforts to avoid or mitigate such failure to perform and to both parties acting promptly once such causes cease to exist or are eliminated. The party affected by a Force Majeure event shall keep the other party informed on a regular basis via

electronic mail regarding the prognosis of eliminating such Force Majeure event or of recovering from it.

3.5.2. Should the effects of this Force Majeure last more than thirty (30) days, as of the date of notice regarding such event from one party to the other, the Agreement may be terminated as a matter of right, at the request of one of the parties, without any right to compensation for either of them.

3.6. OVH shall not be liable for any direct, indirect, secondary or consequential loss, any lost profits, or any special, indirect, consequential, incidental or punitive damages incurred by the Customer (or by his/its own customers) which the Customer causes by its own fault including but not limited to:

3.6.1. a deterioration of the application;

3.6.2. the misuse of the terminals by the Customer or by his/its customers, a fault, negligence, omission or failure on either his/its part or his/its customers, or non-compliance with the instructions relating to the Services available online or with the advice given by OVH;

3.6.3. the disclosure or illegal use of the password confidentially given to the Customer;

3.6.4. fault, negligence or omission of any third party over whom OVH has no control or supervision power;

3.6.5. a request for a temporary or permanent interruption of the Services from a relevant administrative or judicial authority, or upon notice from a third party; or

3.6.6. the total or partial destruction of information transmitted or stored resulting from errors directly or indirectly attributable to the Customer.

3.7. The Customer acknowledges that OVH authorizes other Services users to install their websites and servers in his/its facilities. OVH shall use its best endeavours to protect the Customer's data so as to prevent other OVH's customers (or customers of OVH other customers) from accessing the data. However, OVH shall not be liable in any way whatsoever for damages, costs or losses incurred by the Customer (or by his/its own customers) and caused by another Services user's act, material or failure to act.

3.8. OVH's liability in contract, in tort (including negligence) or by statute, or otherwise, to the Customer (or his/its own customers), concerning performance or non-performance, as applicable, of any obligation created under this Agreement, with regard to any claim, shall be limited and shall not, in the aggregate, exceed the total fees paid by the Customer to OVH under this Agreement in the six (6) month period immediately preceding the date on which the claim arose. More generally, the Customer agrees to indemnify, defend and hold OVH and its employees, agents, officers, and directors harmless against any and all claims, costs, suits, and damages, including legal fees arising out of the Customer's customers, including claims, damages, and liabilities, or occurrences of property damage, excluding any claims or liabilities arising out of the sole gross negligence or willful misconduct of OVH or its employees.

3.9. The terms in this Agreement that exclude or limit OVH's liability will apply only to the extent permitted by law. Provisions of the *Competition and Consumer Act 2010 (Cth) (as amended)* and other statutes from time to time in force cannot be excluded, restricted or modified or can only be restricted or modified to a limited extent. This Agreement must be read and construed subject to any statutory provisions. If any such statutory provisions apply, then to the extent to which OVH is entitled to do so, its liability under those statutory provisions will be limited at its option to either: (i) supplying the Services again or (ii) paying for the cost of supplying the Services again.

3.10. In no event shall OVH be liable for any lost profits, or any special, indirect, consequential, incidental or punitive damages.

3.11. The Customer is aware and acknowledges that OVH does not offer any backup for the Customer's hosted data. It is therefore the Customer's sole responsibility to take all required steps in order to back up his/its data in the event of a loss or deterioration of such data for any reason whatsoever, including reasons not explicitly mentioned hereunder.

4. CUSTOMER'S OBLIGATIONS AND LIABILITIES

4.1. The Customer warrants OVH that he/it is entitled to enter into this Agreement. Therefore, the Customer agrees to use his/its power, authority and capabilities to enter into this Agreement and perform his/its obligations as provided hereunder.

4.2. The Customer agrees to communicate to OVH his/its accurate and updated contact information upon the creation of his/its account ("**Customer Account**") and each time such information is modified accordingly.

4.3. The Customer is solely and exclusively responsible for the passwords that are required in order to use the Services. Therefore:

4.3.1. OVH is not responsible for the illegal or fraudulent use of passwords made available to the Customer. The passwords provided are considered confidential. The Customer shall be solely liable, at the exclusion of OVH, in the event of any suspicion that the passwords provided have been disclosed, whether intentionally or not;

4.3.2. OVH is entitled to assume that anyone who accesses the Customer Account or Service using the Customer's password does so by the Customer's authority. and

4.3.3. the Customer alone shall bear all the consequences of a malfunction of the Service or transfer of data, including to an overseas entity, resulting from the use by his/its staff or by any other person to whom the Customer has provided his/its password(s). The Customer shall also bear all the consequences resulting from the loss of such password(s).

4.4. The Customer hereby agrees to comply with all legal and regulatory requirements in force, and, more specifically, with those pertaining to software, files, freedom and intellectual property, as well as the rights of third parties. The Customer also agrees to take out all required insurance policies from a reputable and solvent insurer, in order to cover all damages attributable to the Customer in connection with this Agreement or the performance thereof.

4.5. The Customer hereby agrees to inform OVH within 48 hours of any changes in his/its situation having an impact on his/its Customer Account, and within 24 hours, of any lost passwords.

4.6. Whenever contacting OVH, the Customer agrees to clearly describe his/its request in compliance with the terms of use.

5. TECHNICAL SUPPORT

5.1. Tools and Documentation provided by OVH

5.1.1. OVH makes available to the Customer a set of tools and documentations which are accessible at the following addresses: <https://www.ovh.com.au/support/>

5.1.2. This page also includes contact information to reach the OVH staff.

5.1.3. On the same page, OVH makes available to its Customer:

- a) a set of documentation and technical guides, designed to provide a better understanding and an easier use of the Services (“Documentation”);
- b) communication tools to find out about the condition of OVH’s facilities;
- c) interfaces to view OVH’s network and Infrastructure in real time;
- d) contact information to reach OVH’s Technical Support;
- e) an Incident Reporting Form (available on OVH’s website) to be sent by the Customer to OVH in the occurrence of an Incident; and
- f) the Facilities Management’s contact information to obtain complementary services (facilities management, specific intervention etc.) which will be charged separately to the Customer.

5.1.4. Preliminary checks: In the event of Services malfunction (“**Malfunction**”), it is the Customer’s responsibility to consult the Documentation and perform the technical tests suggested by OVH in the contact tools available at the following address <https://www.ovh.com.au/support/>. If the Malfunction problem encountered persists, the Customer shall have the responsibility of reporting the Incident to OVH in accordance with the Incident Reporting procedure.

5.2. Incident Reporting Procedure

5.2.1. In order to report an Incident, the Customer shall complete the Incident Reporting Form designed for such purpose on the website, then go to the Customer’s Management Interface where earlier tickets of electronic exchanges between the Customer and OVH may be found.

5.2.2. The Customer shall complete the Incident Reporting Form and attempt to provide as much information as possible on the problem encountered to help with the Diagnostic.

5.2.3. By filing an Incident Reporting Form, the Customer acknowledges and agrees that he/it expressly authorizes OVH and its staff to connect to the Customer’s Services and to perform any operation required in connection with the Diagnostic, with respect to both the hardware and the software. OVH reserves the right to reject any intervention in this regard if OVH notices in its research work that the Customer uses the Services in breach of OVH’s General and Specific Terms and Conditions or of laws and regulations in force.

5.2.4. Therefore, OVH cannot be held liable for its intervention following the lodging by the Customer of an Incident Reporting Form.

5.3. Incident Takeover and Development of Diagnostic

5.3.1. OVH shall, in connection with the Incident reporting procedure, carry out a Diagnostic in order to determine the origin and cause of the Malfunction. If, during the Diagnostic process, OVH concludes that the Malfunction is an Incident, namely that it is a problem under the responsibility of OVH, the costs related to the Diagnostic process shall be entirely borne by OVH, in compliance with the Agreement terms and conditions applicable to the Service.

5.3.2. The Customer agrees to avoid using the Technical Support service in an excessive manner. OVH reserves the right to refuse to respond to a Customer’s claim if the Customer’s behaviour or the frequency of claims is likely to disrupt the normal operation of the Technical Support service.

5.4. Resolution of Malfunction

- 5.4.1. At the end of the Diagnostic, OVH shall inform the Customer the cause of the Malfunction and indicate which technical solutions will be used to resolve the Incident.
- 5.4.2. OVH agree to use reasonable endeavours and commercially reasonable best practices when carrying out the Diagnostic but makes no warranties as to the outcome of the Diagnostic or resolution of the Malfunction.
- 5.4.3. Any advice recommendation, information, assistance or service given by OVH in relation to the Services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but it is provided without any warranty of accuracy, appropriateness or reliability and OVH does not accept any liability or reliability for any loss suffered from your reliance on such advice, recommendation, information, assistance or service.

6. TERM AND PAYMENT OF THE SERVICES

6.1. Term

- 6.1.1. The Agreement is concluded for a minimum term of one (1) full calendar month (i.e. the first day of the month at 00:00:00 to the last day of the month at 23:59:59) ("**Term**"). The Customer defines the initial Term when they place his/its order. By default and unless the Customer modifies the duration of the Term, the Term will be automatically renewed for an identical period.
- 6.1.2. The first billing month is calculated on a pro rata basis from the date of Services delivery to the last day of the same month.
- 6.1.3. Unless the Customer provides written notice in accordance with this Agreement of the termination of the Services before the 20th of the relevant month, the Term will be automatically renewed.
- 6.1.4. Unless during the first month of subscription, the Customer can modify the duration of the Term directly from his/its management interface. However, amendment of the duration of the Term must be made before the 20th of the month in order for it to take effect on the following month.

6.2. Payment

- 6.2.1. Our charges are as published on OVH's web site or otherwise notified to you. We may vary our charges for new Services at any time.
- 6.2.2. The Customer must assign one of the automatic payment methods accepted by OVH, to their Customer Account.
- 6.2.3. OVH informs the Customer that some payment methods may need prior validation before they can be enabled in the Customer's management interface.
- 6.2.4. When the invoice is issued, OVH will debit the amount in question in accordance with the payment method which is registered under the Customer Account.

6.2.5. If paying for new Services by direct debit, the Customer accepts that the first payment will come into effect eight (8) days after OVH has issued the invoice. Subsequent payments to renew the Services will come into effect six (6) days after the invoice for Service renewal is issued.

6.2.6. It is the Customer's responsibility to keep their payment method up to date and to ensure that there are sufficient funds available on his/its bank card to avoid any failure to pay by the due date, throughout the Agreement.

6.2.7. If an invoice is not settled within 7 days of issue, the Services shall be automatically suspended. If the sum due is not settled in full by 5 pm of the fifth (5) day following the suspension of the Services, the Services will be permanently withdrawn.

7. TERMINATION, LIMITATION AND SUSPENSION OF SERVICES

7.1. Termination of the Services at any time: The Customer can terminate the Services at any time by using his/its management Interface. In this instance, the Customer shall not be entitled to a refund by OVH of sums already paid.

Any termination request made before the 20th of the month will be effective at the end of the same month. Beyond the first month of subscription, any cancellation request made from the 20th day of the month will be effective only at the end of the subsequent renewal Term.

7.2. Force Majeure: In the case of a Force Majeure event, as defined in clause 3.5.1 of this Agreement, lasting more than 30 days, either party may terminate the Agreement without any indemnity.

7.3. Breach of this Agreement: In all other cases, where either party fails to meet its obligations to the other under this Agreement and, having been notified in writing of such failure, does not remedy the breach within 7 days of either an email being sent by the affected party giving notice of the breach in question, or any other form of valid notification by the said party, the Contract will be automatically terminated by law, without prejudice to any eventual damages claimed from the party in breach.

The date of notification of any letter comprising the breach in question will be the date of the postmark, at the time of the first presentation of the letter.

7.4. Interruption of Services: OVH reserves the right to interrupt the Customer's Services if these Services present a threat to the continued security and stability of the Infrastructure. As far as is possible, OVH will inform the Customer in advance.

7.5. Technical Intervention: If necessary, OVH reserves the right to interrupt the Services to perform a technical intervention in order to improve its operation or to undertake any maintenance.

7.6. Discontinue the Services: OVH reserves the right to discontinue the Customer's Services in the case of:
7.6.1. non-compliance by the Customer to OVH's Special and General Terms and Conditions; and
7.6.2. the contact information in the Customer's Account seems to be false, inaccurate or out of date.

7.7. Non-payment by the Customer: OVH reserve the right to suspend or terminate the Customer's Services in accordance with clause 6.2.7 of this Agreement.

- 7.8. Deletion of the data: Either at the end of the Term of the Services or at the termination of the Agreement, for any reason whatsoever, OVH shall entirely delete all the files on the Customer's Services. Therefore, the Customer acknowledges and agrees that it is his/its sole responsibility to either retrieve his/its data or transfer the data to another services provider. In the event that the Customer has not organised the transfer of the data prior to the termination of the Services, OVH will not be liable on any grounds whatsoever for having destroyed the data.
- 7.9. Breach by the Customer of his/its obligations as defined in this Agreement, including all activities specifically barred while using OVH Services and/or any content specifically barred when using OVH Services, and/or likely to result in civil and/or criminal liability and/or likely to adversely affect a third party's rights, shall give rise to OVH's right to immediately cut off the cable and/or interrupt the Customer's Services, without any prior notice, and to immediately terminate the Agreement, as of right, without prejudice to any other damages OVH may have a right to claim.
- 7.10. OVH reserves the right to restrict, limit or suspend its services without prior notice nor indemnity if it appears that the Customer uses the Services provided for any activity which breaches the terms and conditions of the Agreement with OVH or the Services objectives. The Service may also be restricted, limited or suspended when the specific terms and conditions applicable to a type of Service offered by OVH provide for such sanctions in the event of a breach.
- 7.11. The restriction, limitation or suspension measures shall always be taken by OVH in accordance with the seriousness or recurrence of the breach(es), and shall be based on the nature of such breach(es).
- 7.12. The Customer agrees in advance that OVH is fully entitled to restrict, limit or suspend the Services if OVH receives a notice in that regard from any relevant administrative, arbitral or judicial authority, in compliance with the laws and regulations in force.
- 7.13. Either Party may terminate the Agreement, as of right and without indemnity, in the case of a Force Majeure event lasting more than thirty (30) days.
- 7.14. OVH reserves the right to interrupt the Customer's Service if such Services endanger the maintenance of security or stability on OVH's hosting platform and Infrastructure. OVH shall, to the extent possible, give the Customer prior notice regarding such interruption.

8. OPERATING CONDITIONS

- 8.1. The Customer hereby acknowledges that bandwidth fluctuations and problems with the access provider could cause a gap in the services provided by OVH, which it would be unable to resolve.

9. CUSTOMER INFORMATION AND COMPLIANCE WITH SERVICE

- 9.1. The Customer acknowledges that he/it has checked the suitability of the material and the Services to his/its needs and has received from OVH all the information and advice needed to knowingly enter into this Agreement.
- 9.2. OVH reserves the right to monitor compliance with the Services terms of use.

10. WAIVER OR VARIATION

- 10.1. A party's failure or delay to exercise a power or right under the General Terms and Conditions of Service and/or tolerates the breach by the other party of any of the obligations hereunder does not operate as a waiver of that power or right.
- 10.2. The exercise of a power or right does not preclude:
 - 10.2.1. its future exercise; or
 - 10.2.2. the exercise of any other power or right.
- 10.3. The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

11. PERSONAL DATA

- 11.1. Transborder data flow: The Customer acknowledges and agrees that his/its personal data may be stored, handled and transferred by OVH to its affiliates which can be located overseas and who shall only have access to such data in order to perform essential functions in the provision of the Services, all in strict compliance with the Customer's privacy rights.
- 11.2. Therefore, the Customer allows OVH to provide the Customer's personal information to any of OVH's affiliates and suppliers (or their suppliers) who are responsible for providing the Services. The Customer acknowledges and agrees that:
 - 11.2.1. OVH's Infrastructure is not only located in Australia and therefore some Customer's personal information and data may be transmitted to and stored overseas;
 - 11.2.2. OVH uses its reasonable endeavours for the suppliers within the Infrastructure have reasonable privacy laws and that the confidentiality of the Customer's information is preserved. However, other countries may not have same level of privacy laws which are the equivalent to, or as comprehensive as, the privacy laws in Australia;
 - 11.2.3. A third party recipient of your personal information may in turn transmit that information to another country in the course of providing the Services;
 - 11.2.4. OVH cannot control how its suppliers (or their suppliers) will use, store and disclose the Customer's personal information and data.
- 11.3. OVH shall ensure that all private information obtained from the Customer is managed in accordance with OVH's Privacy Policy, which is available on OVH's site.
- 11.4. Although OVH shall destroy the entire Customer's data at the termination of the Agreement, OVH reminds the Customer that, while providing the Services to the Customer, OVH may keep some of the Customer's personal data in compliance with its regulatory and judicial obligations.
- 11.5. Information such as "last name, first name, mailing address, e-mail address, phone numbers, and IP connection addresses" shall be kept by OVH during the entire term of the Agreement and up to twelve (12) months after the expiration of the Service.

- 11.6. The data transmitted by the Customer shall be kept as long as deemed necessary for evidence purposes. Except as otherwise provided in the Specific Terms and Conditions, OVH shall not disclose nor sell the Customer's personal data.
- 11.7. The Customer also acknowledges that OVH may communicate the Customer's information at the request of administrative, regulatory or judicial authorities.

12. AMENDMENTS

- 12.1. The General and Specific Terms and Conditions online prevail over the printed General and Specific Terms and Conditions. The Customer agrees that OVH may, as of right, introduce changes to the Services simply by informing the Customer through an online notice and/or by amending its General Terms and Conditions online.
- 12.2. Any amendment or introduction of new options offered shall be posted online on OVH's website (<http://www.ovh.com.au>) or sent via e-mail to the Customer. Notwithstanding the provisions of section 7, the Customer shall then have the right to terminate the Agreement within thirty (30) days of the effective date of such amendments. However, the Customer is deemed to have agreed any modified terms by continuing to use the Services.

13. GENERAL PROVISIONS

- 13.1. Severability: If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force. The Parties shall, in such cases, to the extent possible, replace the invalid provision with a valid provision consistent with the spirit and object of the Agreement's terms and conditions.
- 13.2. Headings: The Agreement section headings are inserted solely for reference purposes and do not have any contractual value nor any specific meaning.
- 13.3. Specific Conditions and Schedules
- 13.3.1. The Specific Conditions and prospective schedules are incorporated by reference into the General Terms and Conditions of Service and are necessarily incidental thereto. The combination of all these documents is hereunder referred to as the "**General Terms and Conditions.**"
- 13.3.2. The Customer may consult on OVH's website all the documents incorporated by reference into this Agreement. Such documents are subject to amendments or updates by OVH.
- 13.4. Subcontractors: OVH is authorized to subcontract all or part of the Services to other OVH group affiliates. Any subcontracting outside the OVH group is subject to the Client's prior consent, which shall not be unreasonably withheld. Notwithstanding the preceding statements, it is agreed that OVH may freely use third party suppliers of standard or non-specific services (such as energy suppliers, equipment suppliers, transport, technical service providers, etc.) to perform its duties under this Agreement without having to seek prior approval from the Client.
- 13.5. Communications:

13.5.1. The OVH server's date and time shall be relied upon as evidence of the exchange of information by e-mail between the Parties. Such information shall be kept by OVH during the entire Term of the Agreement.

13.5.2. All notices, communications, and demands provided under the General Terms and Conditions shall be deemed to have been validly delivered if they are sent by registered mail, return receipt requested, to:

- a) in the case of OVH: OVH AUSTRALIA PTY LTD LEVEL 12, 90 ARTHUR STREET NORTH SYDNEY NSW 2060;
- b) in the case of the Customer: at the mailing and/or e-mail address provided to OVH.

13.6. Advertising and Promotion:

13.6.1. OVH is entitled to announce its business relationship with the Customer particularly through ads, events, conferences and trade publications in professional markets, as well as in brochures, business documents and websites.

13.6.2. The Customer agrees to cooperate by providing OVH, upon request, with the information and necessary elements. In this context, OVH is authorised to reproduce the Customer's name and logo provided that the Customer has given its prior written approval. In addition, OVH may solicit the Customer for contributions, in the form of customer testimonials, during events organised by the OVH group worldwide, or for online and offline publications.

13.7. Evidence: OVH retains the connexion data of the Customer to the Infrastructure. Such connexion data are stored by OVH for the mandatory applicable duration and shall be considered as an enforceable evidence under this Agreement.

14. APPLICABLE LAWS AND JURISDICTION

14.1. This Agreement is governed by the laws of New South Wales.

14.2. To the extent authorised by law, each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.