

SPECIAL CONDITIONS OF REGISTRATION, RENEWAL AND TRANSFER OF A DOMAIN NAME

Version Date 19 May 2011

The Supplier is a Registrar accredited by the Registries responsible for the allocation of Domain Names in the generic top level domains (gTLDs) listed in Annex 1 and the country code top level domains (ccTLDs) listed in Annex 2 (which lists may be altered from time to time) and, in such capacity, may carry out Domain Name registrations and renewals on the Customer's behalf.

1. Interpretation

In these Special Conditions, the terms defined in the General Conditions shall have the same meanings and the following terms shall have the following meanings unless the context otherwise requires:

Domain Name: the unique URL which designates the location of a particular website, as specified in the Order.

Domain Name Services: services relating to the registration, renewal and/or transfer of a Domain Name or Domain Names more particularly described on the Supplier's website at www.ovh.ie.

Registrant: the recorded legal owner of the Domain Name.

Registrar: an entity accredited by the relevant Registry to act as agent of Registrants in submitting Domain Name registration applications.

Registry: the registry responsible for the allocation of Domain Names in the relevant top level domains;

Whois: online research tools which are freely available on the Internet allowing any person to obtain contact information of the Registrant, administrative and technical contacts of a Domain Name.

2. Application of Conditions

2.1 These Conditions (together with the General Conditions) shall apply to any Contract between the Supplier and the Customer for the provision of Domain Name Services; and shall prevail over any inconsistent terms or conditions submitted by the Customer or implied by law, trade custom, practice or course of dealing. In the event of conflict between these Conditions and the General Terms and Conditions, these Conditions shall prevail.

2.2 Domain Names Services shall be subject to any terms and conditions, procedures, rules and policy (including without limitation conflict resolution procedures) of the relevant Registry, as amended from time to time, and

any amendments shall be incorporated in these Conditions without further notice to the Customer.

3. Domain name registration

3.1 Upon receiving the Customer's application to register a Domain Name and payment of the relevant fee, the Supplier shall use its reasonable endeavours to procure the registration of the Domain Name chosen by the Customer with the relevant Registry, provided that the Customer shall fully comply with the registration procedure detailed in the following provisions of this Condition.

3.2 The Customer acknowledges that:

- (a) **Domain Names are granted by the relevant Registry on a "first come, first served" basis;**
- (b) **the Supplier cannot guarantee that the registration of the Domain Name chosen by the Customer will be carried out by the relevant Registry;**
- (c) **the list of available Domain Names featured on the Supplier's website at www.ovh.ie is for information only and shall not be binding on the Supplier. The Customer shall be free to check the availability of a chosen Domain Name in real time by carrying out a Whois search on the relevant databases; the Supplier shall not be responsible and shall bear no liability whatsoever for the content or accuracy of such databases.**

3.3 The Customer shall be solely responsible for the choice of the Domain Name and warrants that such Domain name shall:

- (a) not infringe the rights of any third party including any third party's intellectual property rights; and
- (b) be consistent with any and all applicable laws and regulations whether under Irish law or regulation, the laws or regulations of the Customer's country or any other place where the results of such purpose or such Domain Name can be accessed.

Failure by the Customer to carry out a preliminary search before applying to register a Domain Name registration may in some circumstances constitute passing off and/or trade mark infringement, and the use of certain words such as geographical indications may be restricted by law.

3.4 The Customer shall provide all the documents and/or information required by the relevant Registry to enable the Supplier to apply to register the Domain Name with the Registry including (without limitation) the name and complete contact details of the Customer, the Registrant, the

administrative contact, the technical contact, person in charge of the day to day management of the Domain Name and the IP address of the relevant Server(s).

3.5 The Customer warrants and confirms that:

- (a) it has authority to collect and disclose the personal details of the Registrant, the administrative contact and the technical contact for the purpose of the application to register the Domain Name and the maintenance of such registration; and
- (b) the information contained in the Domain Name application is true and accurate

and acknowledges that the Supplier shall have no duty to verify the same before submitting the Domain Name application to the relevant Registry.

3.6 The Supplier shall acknowledge receipt of the Customer's Domain Name application by email, confirming that the application has been submitted to the relevant Registry and that the payment of the fee has been received, but such email does not constitute confirmation that the chosen Domain Name has been or will be registered by the relevant Registry.

3.7 If the Domain Name application is incomplete and/or erroneous and needs to be modified by the Customer or cannot be accepted by the Registry for any other reason whatsoever, the Supplier shall notify the Customer by email as soon as reasonably practicable, and the Customer shall reply to such notification within two (2) working days. The chosen Domain Name is not reserved whilst the Domain Name application is pending, and may become unavailable whilst the application is amended, in which case the Supplier shall inform the Customer, who may choose an alternative Domain Name.

3.8 The Customer acknowledges that:

- (a) any questions concerning the registration, renewal, cancellation, destruction or transfer of a Domain name must be raised with the Supplier and not directly with the relevant Registry;
- (b) the mail address, email and fax number of the relevant Registry may not be published in the Whois search;
- (c) any dispute relating to the Domain Name may be subject to the dispute resolution policy of the relevant Registry.

3.9 When the relevant Registry has formally confirmed to the Supplier that the Domain Name registration has been successfully completed, the Supplier shall notify the Customer the same within two (2) working days by email.

3.10 The Customer undertakes to inform the Supplier of any change in the information provided to the Supplier pursuant to Condition 3.4 by email at customersupport@ovh.ie or via the Supplier's website at www.ovh.ie within two (2) working days of such change. The Supplier shall be entitled to suspend the Domain Name Service if, in the Supplier's opinion, such information appears false or fabricated.

4. Domain Name renewal

4.1 The Supplier shall notify the Customer by email of date when the Domain Name registration is due to expire (the "Expiry Date"). If the Customer pays the renewal fee to the Supplier in full and in clear funds no later than the Expiry Date, the Supplier shall endeavour to procure the relevant Registry to renew the registration.

4.2 The registration of the Domain Name registration will automatically expire unless it is renewed on or before the Expiry Date, and thereupon may become available for registration by any third party.

4.3 If the Customer fails to pay the renewal fee within three (3) days after the Expiry Date (time being of the essence), the Supplier shall be entitled to suspend all Domain Name Services the Domain Name expiry date and shall inform the Customer by email.

4.4 Any application for renewal of the domain name after its expiry date may lead to delays in the effective online service. The Customer acknowledges that the Supplier shall have the right to change without prior notice to the Customer the renewal price charged by the Supplier for domains purchased outside the Euro zone, in accordance with fluctuations in foreign exchange rates (Euro / Dollars, Euro / Pound Sterling, Euro / Swiss Franc etc.).

5. Dealings by the Customer with the Domain Name

5.1 If the Customer transfers the Domain Name to a third party, it shall:

- (a) notify the Supplier of the transfer by recorded delivery letter;
- (b) pay the applicable fee to the Supplier;
- (c) sign the transfer documents issued by the relevant Registrar and comply with the Registry's transfer procedure;

and the Supplier shall not be bound to recognise any transfer unless and until the Customer has complied with all the above.

5.2 If the Customer licenses the Domain Name to a third party, the Customer shall remain solely responsible for the performance of its obligations under

the Contract (whether or not such licence has been notified to the Supplier).

- 5.3 If the Customer wishes to transfer responsibility for the Domain Name Services from the Supplier to another Registrar (the “**New Registrar**”), the Customer shall comply with the terms and conditions of the New Registrar, and, unless the Domain Name in question is subject to a dispute with the Supplier or a third party, the transfer shall be effective when the New Registrar notifies the Supplier that the relevant Registry has registered the New Registrar as the Registrar for the Domain Name. The Customer shall not be entitled to any refund of fees for any Domain Names Services in the event of any such transfer.

6. Domain Name compulsory transfer and cancellation

- 6.1 The Supplier may suspend, cancel or transfer the Domain Name, without notice or liability to the Customer, if ordered to do so by any court, authority or Registry of competent jurisdiction.
- 6.2 The Customer shall not transfer the Domain Name whilst the said Domain Name is subject to a dispute.

7. Supplier’s liability

The Supplier shall have no liability to the Customer under the Contract for any act or omission of any Registry or if the Customer:

- 7.1 fails to provide all the documents and/or information necessary to enable the Supplier to apply for the Domain Name with the relevant Registry in accordance with Condition 3.4 of these Special Conditions or if any such document and/or information is false or misleading;
- 7.2 fails to obtain the consent of the Registrant, the administrative contact and the technical contact to collect and disclose their personal details for the purpose of carrying out the application for and the management of the Domain Name registration; or
- 7.3 has no authority to apply for the registration of the Domain Name for and on behalf of the Registrant.

8. Indemnity

Notwithstanding Condition 5.3 of the General Conditions, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional

costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any dispute or claim against the Customer and/or the Registrant concerning the Domain Name, whether such dispute or claim is heard by a court or by a dispute resolution service of any Registry.

9. No right to cancel

The Domain Name being goods made to the Consumer's specifications or clearly personalised within the meaning of Regulation 6(4)(c) of the European Communities (Protection of Consumers in Respect of Contracts made by Means of Distance Communication) Regulations, 2001, the Customer shall have no right to cancel the Contract by giving notice of cancellation pursuant to Condition 10.1. of the General Conditions.

10. Term and termination

10.1 Unless terminated in accordance with Condition 10.2 below, the Contract shall continue for so long as the Domain Name remains registered, including any renewal.

10.2 Notwithstanding Conditions 11.4 and 11.5 of the General Conditions, the Supplier shall be entitled to suspend the Domain Name Services (including without limitation registration of the Domain Name) and/or terminate the Contract immediately by email notice to the Customer if:

- (a) the Customer:
 - (i) provides any false or misleading information in connection with any application for registration or renewal of the Domain Name;
 - (ii) is in breach of any terms and conditions, eligibility requirements, specifications, procedures, rules and policy (including without limitation conflict resolution procedures) of the relevant Registry;
 - (iii) fails to pay any sums due under the Contract;
 - (iv) uses the Domain Name Services in a manner inconsistent with any and all applicable laws and regulations or in breach of the Supplier's Acceptable Use Policy, which can be found at ovh.ie;
 - (v) removes or attempts to remove any contact details required under any rules and policy of the relevant Registry for the validity of the Domain Name registration;
- (b) the Domain Name is:
 - (i) subject to a dispute whether before a court or before any Registry's dispute resolution services;

- (ii) used to send unsolicited marketing communications or in a manner inconsistent with the generally accepted standards of conduct relating to the use of the Internet or with any applicable law or regulation.

ANNEX 1 - GENERIC EXTENSIONS

This Annex applies in addition to the specific conditions for registration, renewal and transfer of domain names.

The generic extensions relate to the following extensions:

- .biz** domain names: the Registry is **Neulevel**.
- .com** domain names: the Registry is **Verisign Inc.**
- .info** domain names: the Registry is **Afilias Limited**.
- .name** domain names: the Registry is **Global Name Registry**.
- .net** domain names: the Registry is **Verisign**.
- .org** domain names: the Registry is **Public Interest Registry**.
- .mobi** domain names: the Registry is **mtld.mobi**.
- .pro** domain names: the registry is **Registrypro**.
- .tel** domain names: the registry is **Telnic**.
- .jobs** domain names: the registry is **Employ Media LLC**

“Registry” shall be understood accordingly.

Generic extensions are subject to the specifications of ICANN:

The Customer agrees not to contact the Registry concerning any question relating to the registration of a domain name, of its cancellation, its destruction or its transfer. The Customer shall instead contact the Supplier directly.

The Customer agrees not to publish or make available in the Whois of their postal address, the email and the fax number of the Registry.

The Customer agrees to correct and update the information related to domain name throughout the duration of the registration.

The Client consents to the use, reproduction, distribution, publication, modification and other processing of its Personal Data (those provided in the Whois database when registering the domain) by the Registry and / or any regulatory authority and / or their subsidiaries. The Customer may consequently not oppose their publication in the Whois except to seek the termination of the current contractual stipulations.

The Customer agrees to indemnify, defend, guarantee and hold harmless the Supplier, the Registry, any regulatory authority, their subsidiaries, employees,

representatives, and officers against any loss or expense, including legal fees, arising out of or in connection with the Customer's registration of a domain name or out of the Customer's use of domain name. This obligation survives until the expiry of the term of the registration Contract.

In the event of a dispute arising between the parties as a result of the execution or the interpretation of the terms of this ANNEX, the parties agree that prior to initiating any proceedings; claims will be subject to formal notice in advance by registered mail with return receipt.

Either party may then after a period of ten days after sending the letter referred in the preceding paragraph, initiate any appropriate procedure. The parties irrevocably agree that the courts of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.

The Supplier and the Registry reserve the right to put the domain name of the client on hold during the resolution of a discussion.

The Customer agrees to abide by the Uniform Domain Name Dispute Resolution Policy of ICANN, which can be viewed at the following address: <http://www.icann.org/udrp/udrp.htm>.

The Client agrees that the domain name the contract relates to may be suspended, cancelled or transferred according to the rules of ICANN.

ANNEX 2 - ccTLDs

Domain name	Registry	URL
.fr	AFNIC	http://www.afnic.fr/obtenir/chartes/nommage-fr_en
.re	AFNIC	http://www.afnic.fr/obtenir/chartes/nommage-fr_en
.ie	Ireland's Domain Registry (IEDR)	https://www.domainregistry.ie/RegistrationPolicy.php
.be	Dns.Be	http://dns.be/en/home.php?n=43.001

.eu	EuRid	http://www.eurid.eu/images/Documents/V2_Reg_Policy/regpolicy%20v2%200_en.pdf http://www.eurid.eu/images/Documents/V2_Trms_Cond/terms%20conditions%20v2_en.pdf
.pl	Nask	http://www.dns.pl/english/principles.html
.uk	Nominet	http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/
.de	Denic	http://www.denic.de/en/bedingungen.html http://www.denic.de/en/richtlinien.html http://www.denic.de/en/preisliste.html
.es	Red.Es	http://www.red.es/aviso_legal.html
.at	Nic.At	http://www.nic.at/en/service/legal_information/terms_conditions/
.ch and .li	Switch	https://nic.switch.ch/reg/ocLoad.action?res=EF6GW7LBPN6G2235EFVGC6LAMJQW62RBPJVXYY35EFHUSTCRPA3FC2D4EB7GU2A
.nl	SIDN	http://www.sidn.nl/ace.php/p,728,2682,1545602350,Reglement_voor_registratie_nl_domeinnamen_versie_1_2_UK_15_mei_2008_pdf
.cc	VERISIGN	http://www.verisign.com/information-services/naming-services/othertlds/page_042130.html

.tv	VERISIGN	http://www.verisign.com/information-services/naming-services/othertlds/page_042130.html
.it	Nic.it	http://www.nic.it/en/documenti/Regulation5.0.2.pdf
.fm	BRS Media Inc.	http://dot.fm/policy.html
.am	BRS Media Inc.	http://dot.am/policy.html
.mu	CoCCa	http://www.cocca.org.au/modules/smartsection/category.php?categoryid=7
.gs	CoCCa	http://www.cocca.org.au/modules/smartsection/category.php?categoryid=17
.cx	CoCCa	http://www.cocca.org.au/modules/smartsection/category.php?categoryid=1
.tl	CoCCa	http://www.cocca.org.au/modules/smartsection/category.php?categoryid=3
.nu	WorldNames	https://www.nunames.nu/about/terms.cfm
.cat	Fundacio puntCAT	http://domini.cat/media/upload/arxiu/cat-RegistrationAgrmt.pdf http://domini.cat/media/upload/arxiu/charter.pdf
.pt	Dns.pt	https://online.dns.pt/imagens/site/home_290/fotos/79021759982250550415.pdf
.cn	China Internet Information Center (CNNIC)	http://www.cnnic.cn/html/Dir/2005/03/24/2861.htm

.tw	Taiwan Network Information Center (TWNIC)	http://www.twnic.net.tw/English/DN_01.htm - b
.lu	Dns.lu	http://www.dns.lu/en/EN-LUConditions.html
.ht	Nic.ht	http://www.nic.ht/info/
.fi	Ficora	https://domain.ficora.fi/fiDomain/aca.aspx
.cz	Nic.cz	http://www.nic.cz/page/313/
.im	IM Registry	https://www.nic.im/pdfs/termsandconditions.pdf
.us	Neustar.us	http://www.neustar.us/policies/docs/neustar_registrar_terms.pdf
.me	doMEn d.o.o.	http://www.domain.me/registerame/index.html
.asia	DotAsia	http://www.dot.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf
.se	.SE Registry	http://www.iis.se/docs/Registreringsvillkor_eng.pdf
.lt	.LT domain registry	http://www.domreg.lt/static/doc/public/procedural_regulation-en.pdf
.lv	NIC.lv	http://www.nic.lv/resource/show/97
.sn	NIC SENEGAL	http://www.nic.sn/index.php?option=com_wrapper&Itemid=53

.ro	RoTLD	http://portal.rotld.ro/pages/en/1/ http://portal.rotld.ro/pages/en/2/
.la	LANIC	https://www.la/terms
.ag	Nic AG	http://www.nic.ag/agreement.htm http://www.nic.ag/terms.htm
.bz	Belizenic	https://www.belizenic.bz/index.php/home/term
.hn	NIC-HN	http://www.nic.hn/politicas.html
.lc	Nic LC	http://www.nic.lc/rules.htm
.mn	MN Domain Registry	http://file.domain.mn/REGISTRATION_AGREEMENT.pdf http://file.domain.mn/Domain_name_registration_policies.pdf
.sc	VCS	http://nic.sc/en/forms/NIC.SC-Registration-Agreement.pdf http://nic.sc/en/forms/Rules-Governing-Qualifications-for-Registration
.vc	Nic.VC	http://nic.vc/
.gi	.GI Registry	http://www.nic.gi/terms.html
.so	.SO Registry	http://www.soregistry.so/
.in	.IN Registry	http://www.registry.in/
.cm	NETCOM.cm	http://register.cm/
.co	.CO Internet	http://www.cointernet.co/

ANNEX 3 - .mobi

The Customer shall:

OVH Hosting LTD 5 Fitzwilliam Place, Dublin 2
Registration number: 468585 – VAT number 9520632R
Phone: 01 6390037 Fax: 01 6394091
Website: www.ovh.ie – email: customersupport@ovh.ie

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Customer's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)

Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Customer's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to OVH being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement. (3.8.3)

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)

Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Customers, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)

Consent to the use, copying, distribution, publication, modification and other processing of Customer's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to

Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)

Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period , and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8.)

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described

in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)

ANNEX 4 - .us

OVH shall require in its Registration Agreement with each Registrant that such Registrant certifies that it meets the following Nexus requirements to qualify to register to use a Registered Name:

http://www.neustar.us/policies/docs/ustld_nexus_requirementto

Registrants in the usTLD must be either:

A natural person (i) who is a citizen or permanent resident of the United States of America or any of its possessions or territories, or (ii) whose primary place of domicile is in the United States of America or any of its possessions, or

An entity or organisation that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organised or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States, or a political subdivision thereof), or an entity or organisation that has a bona fide presence in the United States.

ANNEX 5 - TRANSFER OF A DOMAIN NAME AS PART OF A SPECIAL OFFER

This ANNEX shall apply in addition to the special conditions of registration, renewal and transfer of a domain name.

For any domain name transferred to OVH in the framework of a promotional offer, the Customer agrees not to transfer-out the domain for a period of twelve (12) months from the effective transfer of the domain name to OVH.

However, if the Client wishes to transfer out the domain before the expiry of that period, the Customer must first pay the anticipated release fee, which corresponds to a renewal cost from the outgoing transfer request. Rates are available at <http://www.ovh.ie>

ANNEX 6 - .pro

For .pro domain names, customers agree to read and abide by the conditions of use as stated from the following site; http://registry.pro/policies_termsfuse.htm

ANNEX 7 - .tel

For .tel domain names, in the event of a dispute concerning a domain name between the Client and the Registry TELNIC, or in the event of a dispute concerning a domain name, the laws of The Republic of Ireland are applicable, so the power of the courts are the courts which are located in the Republic of Ireland.

Similarly, OVH reminds the customer that the .tel domain names cannot be associated with a hosting service or a dedicated server. The DNS is automatically configured by TELNIC and cannot be modified in the order process.

Only a provider accredited by TELNIC can allow hosting to be associated with .tel domain names. It is the Customer who moves to OVH that decides whether to modify the DNS of the domain to one of these providers.

ANNEX 8 - .jobs

For .jobs domain names, customers agree to read and abide by the conditions of use as stated from the following site; <http://goto.jobs/reg.agreement.asp>

ANNEX 9 - SSL Certificate Service

This Annex shall be applicable in addition to the Registration Terms applicable to registration, renewal and domain name transfer, in relation to any subscription by a Customer for an SSL Certificate ("**SSL Certificate Service**"), as further described in the Certificate Practice Statement ("**CPS**") available at: <http://www.ovh.ie/customerspace/termservice/>

This CPS is a regularly updated document which outlines the procedures followed by the Supplier in their provision of SSL Certificate Services and defines the procedures for the certification, which may be modified from time to time.

A. Subscription for an OVH SSL Certificate

A.1 Scope of General Conditions

This Annex governs the relations between the Customer and the Supplier with regard to the performance of any obligations provided herein.

Any subscription by a Customer for an OVH SSL certificate requires an account with the Supplier (OVH) and control of the relevant domain name or a relevant higher level domain name.

Making, varying and cancelling orders from that account is entirely the sole responsibility of the Customer.

The Supplier reserves the right to refuse any Customer order at its discretion and for any reason.

A.2. Definitions and interpretation

In this Annex, except where the context otherwise requires, the words and phrases below shall have the following meaning:

RCL: means the Revoked Certificate List, which contains information on digital signatures which have been cancelled by the Supplier.

Digital Certificate: (also referred to as "Certificate") means an electronic data file which has been digitally signed (in accordance with the ITU X509 version 3 standard), issued by the Supplier in such a manner as to identify an individual or an entity which wishes to conduct business on a communication network using an Electronic Signature, and which contains information identifying the person authorised to use that Signature and also a copy of that person's Public Key, a serial number, the duration of possible use of the Digital Certificate and a Digital Signature issued by the Supplier.

Private Key: means a confidential and encrypted electronic data file designed to be matched with a Public Key using the same encryption algorithm and which can be used to create Digital Signatures and to decrypt files or messages which have been encrypted with the Public Key.

Public Key: means a freely accessible and encrypted electronic data file which is designed to be matched with a Private Key using the same encryption algorithm and which can be used to verify Digital Signatures and to encrypt files or messages.

User: means an individual or organisation that use a Digital Certificate or a Digital Signature.

Directory: means a series of freely accessible databases for the storage and retrieval of Digital Signatures, LRC and other information relating to Digital Certificates and which can be accessed on the website of the Supplier.

Certificate Signature Request: means an electronic file created by the Customer using the server software installed by the Customer that is adapted to the SSL and TLS protocols.

Full Domain Name: means a domain name which includes the sub-domain and the root-domain, such as www.ovh.ie.

Root Domain Name: means the highest level of a URL.

Secure Server Certificate: means a Digital Certificate issued in accordance with this Annex.

Server: means the Customer's server, the IP address of which is identified by the Root Domain Name or the Full Domain Name provided by the Customer to the Supplier and which is connected, under encryption, with the Public Key presented in the Secure Server Certificate.

Unless otherwise provided, the amounts referred to in this Annex are expressed in US Dollars (\$), and the relevant exchange rate for the conversion of that amount into EUR shall be the exchange rate on the date of the transaction.

A.3. Customer Obligations

The Customer's subscription to the SSL Certificate Service is strictly personal to the Customer. Any purported transfer or assignment to a third party of the benefit of the subscription is subject to the prior written consent of the Supplier.

The Customer shall:

1. only use or access the SSL Certificate Service using the Software or any other software provided from time to time by the Supplier or which the Supplier specifies as being adequate for use with the SSL Certificate Service;
2. be responsible, at its own cost, for access to the internet or any other communication network (as appropriate) required in order to avail of the SSL Certificate Service, as well as the provision of any computer, telecommunication equipment or software required, except where otherwise provided in this Annex.
3. obtain all authorisations, permissions or licences which may be necessary to avail of the SSL Certificate Service and to ensure that such authorisations, permissions and licences remain valid and up-to-date, except where the Supplier itself expressly accepts the responsibility for obtaining any authorisation, permission or licence in this Annex.
4. bind any Party which uses the Customer's Certificate(s) to the following terms:

“By using the OVH Digital Certificate, the user hereby consents to be bound by the terms of the OVH User Contract, which is hereby incorporated into the present agreement and the terms of which can be viewed at <http://www.ovh.ie/customerspace/termservice/>”

The Customer shall not use the Subscription to transmit (whether it be by way of e-mail or other electronic transmission, whatever the communication protocol used), receive (whether by soliciting e-mail or by any electronic transmission, whatever the communication protocol used), access, view or use in any other way any data or information, in whatever form, which is illegal, offensive, contrary to public morality, indecent, defamatory, obscene or threatening, or which is in breach of any confidentiality obligation, any copyright or other third party intellectual property right, which may give rise to harm, embarrassment, withdrawals of service, disturbances or other adverse consequences. The Customer shall not send advertising or promotional material or any other kind of unsolicited material or create a new Private Key which is identical or materially similar to the Public Key.

The Customer recognises and accepts that any guarantee of the Digital Certificate or any other guarantee described in the DCP and provided by the Supplier in connection with any Digital Certificate is provided exclusively for the benefit of the Users and the Customer shall not enjoy any right in relation thereto, including any right to enforce the terms of the Special Conditions of Registration, Renewal and Transfer of a Domain Name or this Annex or to make any claim on the basis of such guarantee.

A.4. Licence of SSL Certificate Services Technology

The Supplier grants the Customer a personal, revocable, non-exclusive, non-transferable licence to use any Digital Certificate which the Supplier supplies to the Customer under its subscription to the SSL Certificate Service, any Digital Signature created using the Public Key and the Private Key of the Customer and any manual or other documents relating to the foregoing, to the extent that they are required by the Customer in relation to its availing of the SSL Certificate Service.

The Customer shall not copy, decompile, improve, adapt or modify the Digital Signatures, Public Keys or Private Keys, any Digital Signature created using a Public Key or Private Key, or any document or manual relating thereto, nor attempt to do so, without the prior written consent of the Supplier.

A.5. Payment Method

The amount payable by the Customer to the Supplier for the SSL Certificate Services shall be set out on the OVH website in the course of the registration procedure. This amount shall be paid by the Customer no later than the date of issue of the relevant Digital Certificate.

No payment made by the Customer to the Supplier for the SSL Certificate Services shall be refundable once the Digital Certificate has been issued.

A.6. Security

The Customer shall take all reasonable and appropriate measures to guarantee the security and the appropriate use of all confidential codes of Private Keys and passwords used in connection with the SSL Certificate Services. The Customer shall immediately notify the Supplier if it has any reason to believe that a confidential code, Private Key or password is known or may become known to a person who is not authorised to use it, or is currently being used or liable to be used illegally, or if any part of the Customer's data, provided by the Customer in the course of the online registration procedure or subsequently provided to the Supplier, is no longer accurate, valid or has changed in any way.

The Supplier reserves the right to cancel the Customer's Digital certificate if it has reasonable grounds to believe that:

1. a confidential code, Private Key or password is known or may become known to an unauthorised person, or is used or is liable to be used in a manner which is not authorised.
2. the Customer's Digital Certificate is used in a manner which is inconsistent with the rules set out in the DCP.

3. the Customer has requested the cancellation of their Digital Certificate.
4. there has been, or there is a risk that there may be unauthorised access, loss of control over or unauthorised disclosure of Confidential Information relating to the SSL Certificate Service.
5. any part of the required Customer data is no longer accurate, though the Supplier shall have no obligation to monitor or supervise the accuracy of information in any Digital Certificate or data associated with a Secure Site Seal after the Date of Issue of the Digital Certificate.
6. the Customer has used the SSL Certificate Services with third party software, the use of which with the SSL Certificate Services, has not been authorised by the Supplier; or
7. the Customer has availed of the SSL Certificate Services in a breach of any law, legislation or regulation, and the Supplier may, at its sole discretion, after cancellation of a Digital Certificate or Secure Site Seal, either re-issue a Digital Certificate or Site Guarantee for the benefit of the Customer or terminate the current Contract in accordance with section A.9 of this Annex.

The Customer shall immediately cease all use of any Digital Certificate or Secure Site Seal which has been cancelled in accordance with this Annex upon expiration of the term of the SSL Certificate Services subscription, if the Contract is terminated or if any part of the information comprising the Customer Data ceases to be accurate or valid or changes in any way.

A.7. Confidentiality

No party shall use any Confidential Information for any purposes other than the performance of its obligations under this Contract or any agreement made pursuant to this Contract. Any use of Confidential Information supplied by the Customer, save where otherwise provided in this Annex, shall be subject to the OVH Confidentiality Policy.

Each party shall ensure that any person in receipt of Confidential Information shall abide by the restrictions provided in this section A.7. as though that person were a party to this Contract.

Notwithstanding the foregoing, either Party shall be entitled to disclose Confidential Information if and to the extent that such disclosure is required by law, for the

purposes of judicial proceedings or at the binding request of a competent public body.

The Customer hereby authorises the Supplier to examine, evaluate, process transmit, as required for the purposes of the provision of the SSL Certificate Services, to third parties located outside of the Republic of Ireland, the data required to be provided by the Customer in the Registration Form in the course of the online registration procedure ("**Customer Data**"), i.e.: Certificate Signing Request (CSR); Name of Organisation; Address; P.O. Box; Town/City; Region/County/State; ZIP/Postal Code (where relevant); Domain Name; Telephone number; Organisation Registration Number; Administrator details; technical contact details (where relevant); billing details (if different from those of the organisation); proof of registration of the organisation (where required); proof of identity of the Customer and acknowledgement of Customer's consent to be bound by the terms of this Contract.

In performing its obligations under this contract, the Supplier shall take all reasonable technical and organisational measures, pursuant to its obligations under the OVH DCP, in relation to unauthorised and illegal processing of personal data and in relation to loss, destruction or damage to such data. However, the Customer shall be solely responsible for saving and retaining a copy of the data.

A.8. Supplier undertakings

The Supplier undertakes to:

- (i) provide the SSL Certificate Services with the care and diligence appropriate to a competent provider of such Digital Certificate services.
- (ii) endeavour to verify, before the date of issue of the Digital Certificate, the accuracy of information to be included in the Digital Certificate;
- (iii) endeavour to provide the SSL Certificate Services within a reasonable period of time from the acceptance by the Supplier of the making of subscription request by the Customer through the online registration process. However, the Customer acknowledges that it the Supplier is not bound by any agreed date and shall not be liable to the Customer for any failure to provide the SSL Certificate Services by such date and
- (iv) to retain a copy in the Directory and information contained in the RCL, in relation to each Digital Certificate which has been cancelled or has expired, for a reasonable period following the cancellation or expiry of such Digital Certificate.

A.9. Duration and Termination

This Contract shall commence on the Effective Date and shall be effective for the duration of the Subscription Period unless it is terminated in accordance with this section A.9.

Either Party shall be entitled to terminate this Contract for an SSL Certificate Subscription without cause by giving 20 working days' notice.

This SSL Certificate Subscription Contract may be immediately terminated or terminated at a specified date:

- (i) by either party if the other party is in material breach of the terms of this Contract and that other party (where the breach is rectifiable) has not rectified the breach within 20 (twenty) working days of a written rectification request from the other party; or by either party if the other party is the subject of an insolvency event or the other party ceases to trade;
- (ii) by the Supplier if a Digital Certificate is cancelled pursuant to section A.6 of this Annex or if the Supplier is unable to verify, to its satisfaction, all or part of the Customer Data.

A.10. Limitation of Liability

The Customer acknowledges that the Supplier's total liability in relation to the SSL Certificate Services and for any breach of the terms of this Annex by any party shall be limited to lesser of (a) the amount already paid over by the Customer to the Supplier under this Annex during the term of the relevant subscription, or (b) \$1,000. The Supplier, its agents and representatives (including third parties providing services in connection with the SSL Certificate Services) shall not in any event be liable for any special, indirect or consequential losses or any loss of profit, even if the Supplier has been notified of the possibility of such loss.

The Customer also accepts that the Supplier will not in any event be liable for any loss suffered by the Customer in relation to the use of the Digital Certificate otherwise than within the Scope of Use as specified in section B of this Annex.

The Customer recognises that the Supplier shall not be liable for any loss, including any special, indirect or consequential loss or any loss of profit suffered by any party as a result of loss, theft, unauthorised disclosure, unauthorised use, alteration, withdrawal of service or any improper use of the Private Key used by the Customer.

B. OVH Secure Server Certificate

B.1. The Subscription

The Supplier shall provide a Secure Server Certificate designed to be installed on the web server software using the Customer's SSL protocol and which is useable with a web browser using SSL v3 or TLS v1.0. The Secure Server Certificate shall, depending on the option selected by the Customer, either: (i) link, under encryption, a Public Key to a Server with a Full Domain Name; or (ii) link, under encryption, a Public Key to a Server with a Root Domain Name. In either case, the Public Key shall be used in accordance with the SSL/TLS protocol to identify the Server and to start an encrypted session between the SSL v.3-activated web browser and the Customer Server.

B.2. Scope of Use

The Customer shall only be authorised to use a Secure Site Certificate for the purposes set out in the DCP, as amended from time to time, which can be viewed at <http://www.ovh.ie/customerspace/termservice/>.

The maximum value of any transaction entered into by the Customer while using any Secure Server Certificate shall not exceed the amount set out in the table below and the maximum cumulative liability undertaken by the Supplier ("**Payment Limit**") for the purposes of the OVH Guarantee in relation to any User (which is identified in the Directory) for any claim in relation to any Digital Certificates is set out in the table below:

Type of OVH Certificate	Maximum Transaction Value	Payment Limit
MonoCert	\$0	\$0
Test	\$0	\$0
Standard	\$50	\$50

B.3. Term of Subscription

The Term of the subscription shall commence on the date of Issue of the Digital Certificate and shall continue until the expiry of the term specified by the Customer in the Registration Form in the course of the online registration procedure or until it the Digital Certificates are cancelled in accordance with the terms of this Contract, whichever event occurs first.

B.4 Customer Data

B.4.1. The Customer shall provide the following information to the Supplier: Certificate Signing Request (CSR) (SSD); Name of Organisation(SSD); Address(SSD); P.O. Box (SSD); Town/City(SSD); Region/County/State(SSD); ZIP/Postal Code(SSD); Domain Name (SSD); Telephone; Organisation Registration Number; Administrator details; technical contact details (where required); billing details (if different from those of the organisation); proof of registration of the organisation (where required); proof of identity of the Customer and acknowledgement of Customer's consent to be bound by the terms of this Contract. Information in the foregoing list followed by "(SSD)" shall be included in the Secure Server Certificate of the Customer.

B4.1 The Customer hereby consents to the disclosure by the Supplier to third parties the Data entered online in the Registration Form for the purposes of providing the SSL Certificate Services.