

Changes :

We updated these Specific Conditions to simplify them and reflect a change on the backup location. While the Content backup was previously stored across multiple Data centers, it is now placed in a different city from the one where the Content is located.

Previous version :

The previous version of this document is available [here](#).

1. WHAT IS THIS DOCUMENT ABOUT?

These Specific Conditions (“**SC**”) and its appendices define the terms of use and financial conditions applicable to the OVHcloud Web Cloud Databases Service previously known as Cloud DB (the “**Web Cloud Databases Service(s)**”).

These SC supplement the current General Terms and Conditions published on OVHcloud Website.

2. WHAT IS WEB CLOUD DATABASES SERVICE?

2.1 Description

This service allows the Client to create a database server instance via an API or their Control Panel through a solution based on a third-party database management software called an “**Engine**”. OVHcloud also provides the Content storage space required for the Web Cloud Databases Service to work.

Through its Control Panel, the Client can manage access to the Content placed on the Web Cloud Databases Service, use the available tools and software programs and monitor their consumption.

The Client selects the Engine from the currently available list at the time of Order on the Website and may not modify the selected Engine after the Order. Each Engine may have specific configurations depending on its characteristics and the resources made available to the Client, such as the quantity of RAM and the associated storage capacity. These configurations and features change regularly.

2.2. Backup

OVHcloud will use reasonable commercial and technical efforts to perform an automatic daily backup of the Content stored on the Web Cloud Databases. The backup will be located in a city different from the one where the Web Cloud Database Content is located. Each backup is kept for a period of thirty (30) calendar days from the date it was created. OVHcloud does not guarantee that every daily backup will be available within the thirty (30) day period. The Client may extract the data from the backup via the Control Panel and, under their sole responsibility, restore their backed-up data. The restoration will delete the data stored on the disk space and/or the database and replace it with the data that was backed up.

These backups do not constitute a guarantee against data loss. It is the Client’s responsibility to implement their own restoration policy, taking into account the nature of their processing and their own objectives or service commitments to which it is bound.



3. WHAT ARE THE WEB CLOUD DATABASES SERVICE CONDITIONS OF USE?

3.1. Requirements and General Information

Client may refer to the documentation and guides provided by OVHcloud, in the “Support” section of the Website (“**Technical Documentation**”) which is published for informational purposes only.

The Client confirms that they have the technical knowledge needed to ensure the proper administration of the Service, as well as to carry out ongoing backups of the data stored and backed up on the Web Cloud Databases Service.

The Client is responsible for configuring the IP address permissions and/or IP address blocks that allow access to their Web Cloud Databases Service. By default, the Web Cloud Databases Service provided to the Client is isolated from the public network. OVHcloud cannot under any circumstances be held responsible in the event of the Web Cloud Databases Service’s unavailability due to the incorrect configuration of these permissions.

The Content stored in the Web Cloud Databases Services is not specifically encrypted by OVHcloud. It is therefore the Client’s responsibility to take any measures they deem necessary in this regard, in order to ensure the security and confidentiality of their Content.

3.2. Management and Updates

The Web Cloud Databases Service is dedicated to the Client, is hosted on shared servers, and is managed and maintained in operational condition by OVHcloud. It is the sole responsibility of the Client to carry out any operations needed to preserve their configuration, taking into account the service’s criticality to the Client's activity and their risk analysis, particularly in the event of Web Cloud Databases Service’s shutdown or maintenance, version upgrade or update operations.

3.3. Server Usage

Client may create databases and run its own scripts or queries. The Client shall not use the Web Cloud Databases Service to carry out any computer processing or data calculations not intended for database management.

The Client agrees to respect the prescribed technical and usage limitations. In the event of excessive or unreasonable use, OVHcloud reserves the right to modify the configuration, suspend or terminate the Web Cloud Databases Service. In the event of an emergency or necessity, these measures (configuration changes, suspension and termination of the Service) may be carried out by OVHcloud immediately and without prior notification.

3.4. Termination and Data deletion

Subject to article 5 of these SC, the Content is automatically deleted by OVHcloud when the Web Cloud Databases Service end, regardless of the cause (termination, non-renewal, etc.). This deletion will occur within a maximum of forty-five (45) days following the Web Cloud Databases Services end.

4. TERM AND FINANCIAL CONDITIONS

Upon the Order, the Client selects the initial duration of subscription (“**Initial Duration**”). The Initial Duration begins on the day that the Web Cloud Databases Service is activated. At the end of the Initial Duration, the Service automatically renews in successive periods of the same duration (“**Renewal Period(s)**”), unless the Service is renewed with modified conditions or terminated in accordance with the conditions set out below or in the General Terms of Service in force.



Upon the Order, as well as when the Web Cloud Databases Service is renewed, an invoice is issued and must be paid by the Client. If it is set to renew automatically, the payment is made automatically using the payment method entered by the Client.

The Web Cloud Databases Service is billed on the date that the Service is made available for the Initial Duration.

If the Web Cloud Databases Service is subscribed as part of a joint offer with another OVHcloud service (the “**Parent Service**”), the Web Cloud Databases Service is automatically linked with the billing cycle and duration (including any Renewal Periods) of the Parent Service.

If the Client disconnects the Web Cloud Databases Service from the Parent Service in order to use it independently, this Web Cloud Databases Service will be subject to the standard pricing conditions. This cannot be undone: the Client will no longer be able to reattach the Web Cloud Databases Service to the initial Parent Service. From the date of the disconnection request, OVHcloud will issue an invoice taking the price changes into account. The Client will no longer be able to claim any price advantage obtained on the date of subscribing to the joint offer.

Unless otherwise specified, all of the options and features relating to the Web Cloud Databases Service are automatically renewed or terminated at the same time.

5. ARE PERSONAL DATA PROCESSED?

To deliver the Web Cloud Databases Services, OVHcloud processes personal data upon instruction from the Client. This section supplements the “Data Processing Agreement” Appendix, which remains fully applicable to the Service.

Which personal data is processed by OVHcloud?

As a data controller, OVHcloud processes personal data relating to the use of the Web Cloud Databases Service, in particular connection data and user IDs, access and usage logs, service usage and consumption histories, and technical data relating to the configuration and performance of services. The conditions for this processing are set out in Part 2 of the “Data Processing Agreement” Appendix, as well as in OVHcloud’s Privacy Policy.

To deliver the Web Cloud Databases Service, OVHcloud acting as a processor, processes Content and access logs or logs systems.

The Client is responsible for the content of the application logs it generates as part of the Service.

What are the processes, purposes and location?

OVHcloud’s processing of Client Data includes storing, recording, retaining, organising, accessing and deleting the aforementioned data. These processes are carried out only when necessary for the purposes of performing the Web Cloud Databases Service (maintenance, administration and support).

The locations of the different components of the Web Cloud Databases Service are set out on the Website, and in the Client’s Control Panel. Certain data processing operations may be carried out remotely, under the conditions set out in the “Data Processing Agreement” Appendix.

How long are these data kept?

Client Data. The Client remains solely responsible for collecting, backing up, preserving and deleting the Content for the duration of the Web Cloud Databases Service. At the end of the Web Cloud Databases Service, the Content is deleted by OVHcloud under the conditions set out in article 3.4: “Termination and Data deletion” above.

Logs. Access logs (or system logs) are kept for a rolling period of twelve (12) months.