SPECIAL CONDITIONS FOR
LOAD BALANCED IP ADDRESSES

Latest Version on November 7th 2013

SECTION 1: **PURPOSE**

These Special Conditions complement the OVH General Terms and Conditions. In the event of a conflict between these Special Conditions and the General Terms and Conditions these Special Conditions shall take precedence.

The purpose of these Special Conditions is to define the contractual conditions that are applicable to the OVH Load Balancing IP Service.

SECTION 2: **DESCRIPTION OF THE ADDITIONAL IP ADDRESS SERVICE**

The Load Balancing IP Service (the "Service") is provided by OVH via an IPv4 address, which enables the load to be evenly distributed over several of the Customer's Compatible Services, according to the Location Centres (terms defined below).

"Compatible Services" are the following services procured from OVH by the Customer: Dedicated Server, Virtual Private Server (VPS) or Dedicated Cloud where the Virtual Machine has a public IP.

"Location Centres" correspond to the geographical location of the OVH datacentres that the Compatible Services of the Customer are located in or provided from.

The Service is available to any OVH Customer that has a Customer ID and an active subscription to at least one Compatible Service, for which the Customer is the technical contact in a Location Centre.

The Load Balancing IP addresses can be ordered by the Customer on the website www.ovh.com.au.

The Customer then chooses the Location Centre on which it wishes to declare its IP address(es) and the duration of the Service.

The Customer defines the usage parameters of its Service via the management interface on the OVH website (www.ovh.com.au), through which it may add or withdraw Compatible Services, add or withdraw probes and subscribe to optional services.

SECTION 3: **SSL CERTIFICATE OPTION**

The Customer may purchase electronic SSL certificates from OVH for the site hosted on a Compatible Service, and linked to its chosen domain name registered at OVH.

The Customer can choose to use its own electronic SSL certificate, which it may integrate via the Management Interface. Please be aware that the size of the RSA key must not exceed 2048 bits.

The SSL Certificate option linked to the Service must be subscribed to for a minimum period of twelve (12) months, and it will be invoiced annually.

SECTION 4: **OVH's OBLIGATIONS**

OVH shall use all reasonable skill and care when installing the Service.

OVH is committed to delivering non-listed IP addresses, and in the event of an address having been listed while being used by a previous customer, then OVH will endeavour to take all steps necessary to delist the address, or on failing to do so within five working days, will provide a new IP address. A working day is any day other than weekends and bank or other public holidays.

SECTION 5: **OVH's LIABILITY**

OVH reserves the right to block any IP address assigned to the Customer if OVH deems in its sole opinion that the IP address poses a threat to the security maintenance of the OVH platform, including, without limitation, a security threat resulting from a malicious act of the Customer or a third party or the detection of a security system loophole.

OVH reserves the right to block and withdraw all of the Customer's IP addresses in the event of a breach of these Special Conditions or the General Terms and Conditions.

OVH accepts no responsibility for the Customer's use of the IP addresses assigned to it by OVH. The Customer remains solely responsible for any illicit or fraudulent use of the IP addresses under its ownership.

OVH shall install technical tools to protect the IP addresses of the Customers and shall use all reasonable endeavours to use such technical tools to prevent cyber attacks on the Customers IP addresses. OVH accepts no liability where having used all reasonable endeavours it is unable to prevent cyber attacks.

SECTION 6: **CUSTOMER'S OBLIGATIONS AND LIABILITY**

The Customer shall use the Service in accordance with the OVH General and Special Conditions.

The Customer remains solely responsible for the use of the Service.

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The IP addresses assigned to the Customer shall not be assigned to a third party by the Customer.

The Customer bears the responsibility for the use of any IP address assigned to it by OVH and for any requests demands or claims from third parties arising as a result of such use.

SECTION 7: **TERM AND INVOICING**

The Customer shall subscribe to the Service for a minimum period of one (1) month. The subscription shall be renewed automatically for subsequent periods of one (1) month until the Service is cancelled in accordance with Section 8 below.

In the event of no active Compatible Service being attached to the Location Centre, OVH will suspend the Customer's Service if the Customer does not rectify this situation within fifteen (15) days after the reception of the email from OVH requesting that the Customer rectifies the situation.

SECTION 8: **TERMINATION**

The Customer can cancel the Service directly via the Management Interface.

When the Customer requests the deletion of an IP address, OVH will first verify that the IP address has not been Blacklisted (defined below). Provided that the IP address has not been Blacklisted the Customer may cancel the Service.

"Blacklisted" means that the IP address has been blacklisted by organisations that are well known in the fight against the Spam and fraudulent activities (Phishing, malicious files), including but not limited to Spamhaus or SpamCop.

In event of the Customer's IP address being Blacklisted, the Customer shall take all necessary measures to get it delisted by the organisations concerned, as notified by OVH.

Failing that, OVH shall not release the listed IP addresses and will continue to invoice the Customer for their usage. At the same time, the Customer will not be able to request any further IP addresses from OVH.