

SPECIAL CONDITIONS FOR VIRTUAL PRIVATE SERVER BACK UP SERVICES

Version dated on September 5th 2017

PURPOSE

These Special terms and conditions supplement the Special Conditions for Virtual Private Server, and are intended to set out the conditions of the OVH Backup Services.

The Backup service is a storage space that enables the Customer to transfer data to it, including for the purpose of backing up the data on their Virtual Private Server.

The Backup Service is only available for the VPS CLOUD offers. This option is invoiced on a monthly basis, in addition to the Charges payable for the Virtual Private Server.

The Customer expressly acknowledges that the Supplier will only be responsible for the administration of the service but not for the transfer of the Customer's files under any circumstances.

CONDITIONS FOR PERFORMING THE SERVICES

The Backup Service is a storage space which is protected by a user name and a password, and is only accessible from the Customer's Virtual Private Server, for the sole purpose of storing the back-ups for the data on their Virtual Private Server.

The Customer will be responsible for setting up the tool which enables the back-up or transfer of data to the storage space.

THE SUPPLIER'S OBLIGATIONS

The Supplier has no responsibility for the data and materials backed-up on the Backup service.

The Customer is responsible for ensuring that it has the appropriate rights to this data, and that the content of the data is not Inappropriate Content and does not infringe any applicable laws, regulations or the rights of any third parties.

The Supplier may not be held responsible for the content of the information, sound, text, images, form and data on the Customer's backed-up directories.

The Supplier shall provide the Backup Service with reasonable care and skill and in accordance with good industry practice.

The Supplier reserves the right to suspend the Backup Service in order to maintain, repair or upgrade the Backup Service and improve their operation. The Supplier shall give the Customer reasonable prior notice if the Backup Service is to be suspended for any reason, such notice to include details about the nature of and the estimated duration of such suspension. It will be the responsibility of the Customer to arrange to backup their own data for any time that the Backup Service is suspended for.

In the event that a backup server fails and/or if data on the server is corrupt or inaccessible, the Supplier shall ask the Customer to perform a new backup.

THE CUSTOMER'S OBLIGATIONS AND RESPONSIBILITIES

The Customer is responsible for ensuring that their directories, data and information have been backed up successfully. If a problem occurs, the Customer shall take all measures necessary to restart the backup of the directories, data and information.

The Customer shall act as an independent entity and therefore solely assume the risks and responsibilities of their activities. The Customer has sole responsibility for the files and data available in their directories. It shall be responsible for the content of the information transferred, disseminated or collected, for their use and update, and for any files, including address files.

SECURITY OF INFORMATION

All the Customer's data used in the Backup Service shall remain confidential. They shall be protected by a password and shall only be accessible via the IP of the server that subscribed to the Backup Service.

In the event that an intrusion into a data batch processed on the Supplier's facilities is suspected, the Supplier reserves the right to access the Customer's information and to suspend their account immediately.

DURATION, RENEWAL AND TERMINATION OF THE SERVICE

The Backup Service is subscribed for the remaining time of the Initial Duration or the ongoing Renewal Period of the corresponding VPS Hosting Service. The Backup Service is automatically renewed in the same condition than the corresponding VPS Hosting Service.

In case of termination of a VPS Hosting Service, the corresponding Backup Service will be automatically terminated at the same time.

The Customer can terminate the Backup Service separately from the VPS Hosting Services by deactivating the automatic payment through its Management Interface in the same condition than ones provided for VPS Hosting in the relevant Specific Terms and Conditions.

At the date of termination of the Backup Service whatever the cause (including non-renewal of the FTP Backup Service or non-renewal of the VPS Hosting Service), all the content and data stored by Customer within the Backup Services are automatically cancelled and deleted. Before the Backup Service termination, the Client shall take all necessary measure to make sure that such content and data have been saved.

The Backup Service is invoiced at the same time than VPS Hosting Service on the same invoice. Pricing are the one provided on OVH Internet website.

SNAPSHOT OPTION

The Snapshot option enables local VPS server images to be taken.

The Customer can activate the Snapshot option through their Management Interface.

If the Customer chooses to activate this Snapshot option then they will be invoiced monthly for this Service in addition to the Charges of the VPS Hosting Service.

The Customer acknowledges that a Snapshot does not amount to a permanent backup of the VPS data, but only a local image. As a result, a Snapshot cannot relieve the Customer of the responsibility of backing up their data in accordance with these Conditions under any circumstances.

The service only allows one Snapshot to be stored. As a result, any request for a new Snapshot will result in the immediate deletion of the previous Snapshot that was stored.

The Customer can ask for their VPS to be restored based on the last Snapshot stored. In such a case, the current VPS data will be deleted, and the data on the VPS at the time of the last Snapshot will be restored.

If the Customer deactivates the Snapshot option, the last Snapshot stored will only be maintained and available to the Customer for a period of seven (7) days. The Supplier does not guarantee any ability to restore the data stored in this way beyond that time frame.

The purpose of these Specific Terms and Conditions, which are complementary to OVH's General Terms and Conditions of Service, is to define the technical and financial terms and conditions pursuant to which OVH agrees to rent and host on its platform the Customer's dedicated internet server.