# Special Conditions for Additional IP Addresses and/or ranges

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## Art 1: Object

These special conditions complement the general service conditions. They are intended to define the conditions for reserving IP address space with the **xervers** services by the Client.

Requests for and use of these address spaces are subject to express and unreserved acceptance of these contractual conditions.

## Art 2: Description of the "Supplementary IP Address or Range" Service

The Customer orders additional IP addresses or ranges for use with a compatible service (dedicated server, virtual server, DDoS Protection Service, ...).

Each compatible service has the option of having a certain number of additional IP addresses or only a range of IPs. The limits are defined and can be consulted on the **xervers** website.

Each additional IP address or range is billed monthly.

The Customer manages the use of their additional address/range through their management interface and may also cancel those IP addresses/ranges that they consider not to be useful in the future.

## Art 3: Conditions for Assigning an IP Address or Range to a Compatible Service

If the client wishes, it may migrate an additional address or IP range to another **xervers** compatible service that is under its administration. This operation must be done by **xervers** at the client's request through its management interface. The allocation of an IP address or range to another compatible service must take into account the maximum number of IPs that may be associated with that service.

The number of additional IP addresses that may be assigned is variable, depending on the subscribed service. The limits may be consulted on the **xervers** website and also in the Customer management interface.

The migration of an IP address can be done by the administrative contact of the origin Service if this is also the administrative contact of the destination Service.

The migration of an IP address can be performed by the technical contact of the origin service, if this is also the technical contact of the destination service and the administrative contact of both services is the same.

Administrative contact and technical contact are understood to be the customer accounts associated with a compatible service as they appear in the Customer management interface.

## Art 4: Professional Use Option Associated with a Compatible Service

This option allows the Client to customize its service by associating new options to it, namely by increasing the maximum number of IP addresses that may be associated with a xervers compatible service.

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The customer may then have one or several contiguous IP addresses blocks whose maximum number of IPs is determined according to the service for which the professional use option is activated.

The client will pay for the entire IP address block, regardless of the number of IP addresses they have actually configured and are using.

## Art 5: Obligations of xervers

**xervers** undertakes to analyse any reservation request within a period of 7 days. The lack of response within this period determines the automatic refusal of the request. In case of refusal, it is the client's responsibility to make a new request.

**xervers** undertakes to apply all due care and diligence to make Client IP addresses available on the compatible service(s) determined by Client.

**xervers** undertakes to deliver IP addresses not "listed" on SPAM lists and/or reputation blacklists, and in the event that they have been listed after being used by a previous client, it undertakes to make all efforts necessary to remove the mention on such list, providing new IP addresses if it does not proceed with such removal within 5 working days.

## Art 6: Responsibility of xervers

**xervers** reserves the right to block any and all IP addresses assigned to the Client, in the event that their use constitutes a risk to the maintenance of the security of the **xervers** platform, whether in the case of illicit activity or detection of a security flaw in the Client's system...

Likewise, **xervers** may proceed to block and remove all of the Client's IP addresses in the event of non-compliance with these contractual conditions.

**xervers** may never be held liable with regard to the Customer's use of the IP addresses assigned to it. The Customer is solely responsible for any illicit or fraudulent use of IP addresses for which it is responsible. (Responsible for IP addresses).

**xervers** undertakes to create tools to protect Client IP addresses, particularly when they are the victims of computer attacks. This protection in no way implies an obligation of results on the part of **xervers**.

**xervers** reserves the right to refuse any new request for address space, without having to justify to the customer the reason for the refusal. This refusal can be motivated by multiple reasons, such as, but not limited to: non-compliance with the provisions applicable to the assignment of means, non-compliance with the **xervers** contractual terms, inclusion of addresses in a "black list" after use by the Customer, or lack of available means...

## Art 7: Client Obligations and Responsibilities

The customer undertakes to use the IP address blocks assigned in accordance with the general and particular **xervers** conditions.

The client is prohibited from carrying out any mass emailing activity (spamming) via the IP addresses assigned by **xervers**.

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The customer is solely responsible for the use of the means assigned to him/her. IP addresses assigned to the client may not be transferred to a third-party.

The client is responsible for any third-party use of one of the IP addresses assigned to the client.

In the event of a block of IP addresses, the Customer undertakes to use these means in full or at a rate of more than 80% within a period of 1 month from the date of their allocation. In the event of non-compliance, **xervers** reserves the right to recover the allocated means.

The client undertakes to customize the reverse of the additional IP addresses reserved.

## Art 8: Duration, Invoicing

Additional IP addresses and IP address blocks are subscribed for a fixed term with an initial period of 1 month renewable for similar periods.

IP address blocks have their own billing duration and must be renewed before expiration.

If an IP address block is not used, it will be automatically deleted upon expiration.

In cases where the expiration of the IPs occurs prior to the expiration of the lease contract of the compatible services to which the IPs are assigned, **xervers** will invite the customer to renew the IP address blocks at the time they renew the compatible services.

The customer determines in its management interface, which IP addresses he wants to delete. The IP addresses are automatically suspended from the moment **xervers** validates the customer's termination request.

## Art 9: Termination

The Customer may request the suspension of the contract of the additional IP addresses or ranges directly in its management interface.

When the Customer requests removal of an IP address or range, **xervers** will first verify that the reputation of the IP is not negative, i.e., **xervers** will verify that the IP has not been blacklisted by an organization known for its fight against SPAM or fraudulent activities (phishing, infected files) such as SPAMHAUS or SPAMCOP.

In the event that an IP address used by the customer is listed, it is the customer's responsibility to take all necessary steps with the bodies at the origin of the listing in order to remove it. This operation will confirm that the reputation of the IP is not affected and that it can be assigned to another customer.

If the IPs are not removed from the blacklists, they will remain associated with the customer's account and the customer will continue to pay for their use. At the same time, the Client may not request **xervers** to assign new additional addresses.

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