infomaniak

Article 1 - Conclusion of the contract

1.1 The purpose of the present Terms and Conditions of Use (hereinafter referred to as "TCU") is to govern the framework of contractual relations as well as the conditions of provision and use of the Services offered by Infomaniak.

1.2 Only the French versions of this Contract and the Special Conditions have evidential value between Infomaniak and the Customer. The translations present on the Infomaniak Site are only indicative and only the interpretation of the French version will be valid in the event of a dispute.

1.3 The TCU are concluded between Infomaniak Network SA (hereinafter referred to as "Infomaniak"), a Swiss company based in Geneva, and any individual or legal entity under private or public law who has a Customer Account with Infomaniak (hereinafter referred to as "Customer").

1.4 Terms beginning with a capital letter have the meaning defined in this Contract or, failing that, by the definition given in the Infomaniak Lexicon available on the infomaniak.com website.

1.5 In order to use Infomaniak's Services, you must accept these Terms and Conditions of Use. We invite you to read them carefully. If you do not understand them or if you do not accept them, even partially, you must not use the Services offered by Infomaniak. The use of the Services also implies the acceptance by the Customer of the Special Conditions linked to each activated Service. The latter shall prevail if any contradiction with the TCU should arise. Together with the TCU, they form a contract (hereinafter the "Contract"). The Special Terms and Conditions related to Services are considered accepted by the Customer when they have been accepted by one of the Users of its Organization.

1.6 Infomaniak provides links to other Internet sites that are not under its management. The Customer acknowledges that Infomaniak has no control over the content of these sites and that the present TCU do not govern these sites.

1.7 Where applicable, the appendix relating to the processing of Infomaniak data (DPA), available on the Website, forms an integral part of the Contract.

1.8 Where applicable, the Policy for the use of the Infomaniak API, available on the Website, forms an integral part of the Contract.

1.9 The Special Conditions of Infomaniak Auth and Infomaniak Check, available on the Website, are an integral part of the Contract.

1.10 Infomaniak reserves the right to modify without prior notice, at any time and by right, the present TCU, the Special Conditions and the appendices to the present Contract. These modifications are immediately applicable to all new orders for Services. Concerning the Services in use, the Customer is notified via his Management Interface or by email of any modification of the present TCU as well as of the Special Conditions in force. Changes to the Special Terms and

Conditions shall come into force at the time they are accepted and no later than thirty (30) calendar days after the update. If the Customer does not accept the modifications made to the Contract, he must cease all use of the Services offered by Infomaniak within thirty (30) days following the notification of the update. In the event of continued use of the Services concerned, the modifications made will be considered as accepted. Finally, changes to Third Party Product Conditions and legal or regulatory compliance may occur immediately as Infomaniak does not control them.

1.11 The Agreement shall continue to apply irrespective of any deletion or addition of Services, or the entry into force of new Special Conditions. The new Special Conditions applied to a Service shall not affect the Special Conditions applicable to the other Services. The final termination of the Organization shall result in the termination of the entire Agreement.

1.12 If the Customer does not comply with this Agreement and Infomaniak does not take immediate action about this, this does not mean that Infomaniak waives its rights (e.g. to take action later).

1.13 It is the responsibility of the Customer to obtain any computer or telecommunication equipment that may be necessary in order to use a Service. The costs relating to this acquisition, provision, use and maintenance of this equipment are at the expense of the Customer and no guarantee is given by Infomaniak as to the compatibility of this equipment with the Services ordered by the Customer.

1.14 Minors

1.14.1 Infomaniak offers services for adults only. If Infomaniak learns or is made aware that an Organization has been created by a minor, Infomaniak is entitled to suspend/delete the said Organization, the User and the Services concerned.

1.14.2 The management of an Organization by a minor is however possible under the following conditions:

- The sending, by a legal representative, of a letter authorizing the minor to have an Organization and to place orders for products, under the full responsibility of the former;
- The submission, by the legal representative, to an identity verification procedure as Infomaniak deems necessary.

Compliance with these conditions does not oblige Infomaniak to accept the registration of the minor concerned.

Article 2 - Organization

2.1 At the time of his first order, the Customer must create an Organization on the Infomaniak Site and provide certain information allowing him to be identified, namely at least: his first and last

name, his e-mail address, his physical address and a valid mobile phone number on which he can be reached ("the Contact Information"). In this respect, the Customer undertakes to provide true, accurate and complete information, and to keep it up to date in the event of a change.

2.2 The Customer is advised that before being able to use his Organization, as well as at any time during the course of the Contract, all or part of his Details may be validated by Infomaniak in order to check the accuracy of the information communicated by or for the Customer. Infomaniak will proceed with this validation of the Data by the means and each time that Infomaniak considers it useful (the "Validation"). Infomaniak reserves the right to block access to the Organization in the event of incomplete or erroneous information or to immediately terminate the Contract if Infomaniak deems, on its own initiative and in good faith, that the Information is fraudulent.

2.3 The Customer understands and accepts that Infomaniak sends important notifications by email using the email address available in the contact details provided by the Customer and that in the context of its use, even if it is passive, of the Services, regular communication with Infomaniak is essential for the proper functioning of the Services. Any message broadcast via the Customer Account that is not followed by a reaction from the Customer within a period of one month after it is posted will be considered as tacitly read and accepted by the Customer as regards any subsequent consequences.

2.4 The Customer acknowledges and accepts that if its Administration Console or Workspace connection email address is an email address created by the Administrator of a Mail Service, the deletion of the latter by the Administrator will result in the Customer being temporarily unable to access its Administration Console or Workspace. Thus, on the first attempt to connect following the deletion of the e-mail address concerned, access may be restored after a specific procedure allowing the registration of a new connection e-mail address.

Article 3 - Communications between the Parties

3.1 By accepting this Agreement, the Customer acknowledges that any exchange of information, notice or demand under the Agreement between the parties shall be by electronic mail. The following shall also be deemed to be valid means of communication :

- To the Customer: by registered letter with acknowledgement of receipt using the Contact Details;
- To Infomaniak: by registered letter with acknowledgement of receipt to Infomaniak, 25 Rue Eugène-Marziano, 1227 Acacias - Switzerland;

Article 4 - End of Contract

4.1 The Contract is concluded for an indefinite period and remains in force until it is terminated by one of the Parties. The Customer may terminate the Contract at any time by terminating his Services, and then the entire Organization from the Infomaniak Administration Console. The

Customer also has the possibility of sending a request to Infomaniak by e-mail or by sending a written notification by registered mail which will be executed if the Customer is in good standing with the present Contract and provided that Infomaniak has been able to clearly identify the identity of the Customer. To this end, it may be necessary for Infomaniak to submit an identity verification procedure to the Customer.

Article 5 - Terms of payment

5.1 Payments can be made by credit card, PostCard, bank transfer and PayPal. Infomaniak reserves the right to limit the available means of payment on a case by case basis.

5.2 In the case of payment by credit card, the Customer declares and guarantees that he/she is authorized to use the credit card(s) that may be debited for the payment of the Infomaniak Services related to the Customer. If the Customer's credit card is replaced by a payment processor (e.g. PayPal) which is itself linked to a credit card, the Customer acknowledges and accepts that Infomaniak is authorized to debit the credit card linked to the payment processor to pay for the Infomaniak Services linked to the Customer.

5.3 In the case of payment by bank transfer, the transfer costs are dependent on the bank issuing the order. These costs cannot be charged to Infomaniak and must not be charged against the amount related to the payment of the invoice. The Customer is warned that the processing of bank transfers can take up to 10 working days. It is therefore His responsibility to take into account the processing time when making the Transfer.

5.4 For paid services, the execution of the tasks only begins after the amount has been received in Infomaniak's bank account and the Customer has no right to the execution until the payment has been received in full.

5.5 The prices of the Services invoiced to the Customer are those in force at the time of invoicing, as published on the Infomaniak website. Depending on the Services, Infomaniak may submit different pricing proposals (fixed monthly price, per quarter, annual, price per use, purchase of credits) to which may be associated, depending on the case, a specific commitment and/or invoicing period.

5.6 The prices offered by Infomaniak are inclusive of VAT for Customers with their billing address in Switzerland and in the European Union. Customers who do not have their billing address in Switzerland or in the European Union are not subject to VAT, with the exception of Services that do not require outsourcing (e.g.: Housing). Customers residing in the European Union and having a VAT number or intra-community VAT number can be exempted from VAT by indicating this information in the dedicated field of the Organization's parameters.

5.7 Infomaniak may modify its prices at any time, without prior notice, by publishing a new price structure on its Site and/or by notifying the Customer by e-mail. The price changes are applicable immediately to new orders or when the Services are renewed for a new period.

5.8 When using a charged add-on module or option, the additional amount will be charged for each billing cycle of the relevant Service for as long as the add-on module or option is active. Some add-ons may require an initial payment for activation.

5.9 The Customer may purchase Credits for the use of certain Services. This is explained on the description of the Services concerned on the infomaniak.com website. Credits purchased but not used are carried over each month without expiry. In the event of termination of a Service concerned by Credits, the Credits will be permanently deleted and not refunded.

5.10 Infomaniak provides the Customer with a prepaid account that can be accessed through the Customer Account (the "Prepaid Account").

5.10.1 The Prepaid Account can be funded:

- by the Customer via one of the means of payment accepted by Infomaniak;
- by Infomaniak, when reimbursing an invoice paid by the Customer and for which Infomaniak cannot satisfy the request.

5.10.2 The Customer acknowledges that the Prepaid Account is not a bank account and that the balance of the Prepaid Account does not generate management fees or interest income for the Customer.

5.10.3 It is agreed that the balance of the Prepaid Account may only be used by the Customer to order or renew Services, except in specific cases for the Reseller and Affiliate Programmes.

5.10.4 The Prepaid Account may be used by Infomaniak to compensate for any default by the Customer on previous orders.

5.10.5 The Customer has the possibility of asking Infomaniak to pay the balance of the Prepaid Account in cash after any open invoices have been settled with Infomaniak.

5.10.6 If the Customer has not received the Service ordered or would like to benefit from Infomaniak's "satisfied or reimbursed guarantee" (see below), and subject to the eligibility of the request, Infomaniak will credit the Customer's Prepaid Account or may reimburse the Customer using the means of payment used at the time of the order.

5.11 Any disagreement concerning the invoicing and the nature of the Services must be notified to Infomaniak Support via the Administration Console or via the page dedicated for this purpose on the support.infomaniak.com site, within a period of one month after the invoice has been issued. Failing this, and without prejudice to the possibility for the Customer to contest the invoice at a later date, the Customer is obliged to pay the unpaid invoices under the conditions provided for in the Contract. In the event of failure to pay, Infomaniak is authorized to regularize the said invoices within the limits of the prescription rules in force.

5.12 Payments for the Service are not refundable in the event of interruption of the Service due to force majeure or other external causes other than the exclusive responsibility of Infomaniak.

5.13 When Services are ordered and renewed, automatic renewal is activated by default, unless the payment method selected does not allow this.

Article 6 - Duration and renewal of the Services

6.1 Infomaniak will provide the Services for the period selected by the Customer during the ordering process.

6.2 When the renewal of products is in manual mode, Infomaniak will endeavour to warn the Customer in good time before the end of the term of its Services. However, it is the responsibility of the Customer to respect the time limits.

6.3 If the Customer fails to pay for the renewal of a Service before the due date despite reminders, Infomaniak will be entitled to suspend immediately and without notice all or part of the Services concerned on their due date or within the time limits stipulated in the Special Conditions of the Services concerned. Infomaniak will have the right to refuse any new order or renewal of Services, without prejudice to Infomaniak.

6.4 The Customer has the possibility of activating an automatic renewal mode (the "Auto Renewal") for the renewal of part or all of his Services. If the Auto Renewal is activated or if the Customer has a trial offer in progress and has already provided Infomaniak with a method of payment for the Service(s) concerned, Infomaniak will be authorized to automatically debit the Customer's method of payment to renew the Service(s) concerned. The automatic renewal will take place, on a first attempt, fourteen (14) days before the expiry of the product and can, however, only be initiated if a valid means of payment is associated with the Customer Account on the day of the renewal attempt. In the case of a trial period, the first debit attempt shall be made fourteen (14) days before the end of the trial period.

6.5 In the event of a failed direct debit, the Customer will be informed by email at the address available in the Contact Details. It will then be up to the Customer to take the necessary steps to correct the situation to allow automatic renewal or to manually renew the Service(s) concerned. If the debit fails, a new debit attempt will be made every day until the situation is corrected and this until the due date of the Service(s) concerned.

6.6 The Customer understands and accepts that the fees applicable to the Service at the time of automatic renewal may be different from those paid at the time of the initial order. It is therefore up to the Customer to visit the Infomaniak Site regularly in order to take note of any changes in fees applicable to each of the Services for which this option is activated and to deactivate this option if necessary. In the event of price changes, the Customer will be deemed to have accepted these changes if the automatic renewal option has not been deactivated on the day of the renewal attempt.

6.7 The Customer understands and accepts that the association of a valid Means of Payment is his sole responsibility and that Infomaniak will in no way be held responsible in the event that

automatic renewal is not possible due to the association of an invalid Means of Payment.

6.8 It is the Customer's responsibility to anticipate the termination of a Service for which the automatic renewal mode is activated. Otherwise, in the event of automatic renewal, the Customer will not be entitled to any refund.

6.9 In the event of premature termination of a Service, no pro rata refund of the consideration will be made for the remainder of the term, unless the termination is attributable to Infomaniak in a culpable or grossly negligent manner without legal grounds. This also applies to the linked additional options.

Article 7 – Money-back satisfaction guarantee

7.1 Infomaniak offers a thirty (30) day satisfaction guarantee on the following Services:

- Web hosting ;
- Service mail ;
- kDrive ;
- Swiss Backup ;
- Managed cloud server ;
- Unmanaged cloud server ;
- Jelastic Cloud ;
- Synology.

7.2 This guarantee only applies to the first order of each Service. In order to benefit from this guarantee, it is sufficient to cancel the Service concerned and to make the request for reimbursement in writing from the Website (https://support.infomaniak.com/), from the Administration Console, by telephone or by chat within 30 days from the date of availability of the Service (the date of the activation email being taken as proof). The amount of the purchase will be credited within 2 to 4 weeks to the payment method used at the time of the order.

Article 8 - Renewal Warranty

8.1 The purpose of this Option is to avoid the involuntary expiry and blocking of a Service that has expired and for which the Customer has not been able to pay the renewal fees. If a Service protected by Renewal Warranty is not renewed two (2) days before its expiry (manually or automatically), Infomaniak will automatically renew it for the renewal period, defined by the Customer when ordering the Service (monthly or annually), and will ensure a period of good functioning of forty-nine (49) days for a monthly renewal period and two hundred and twenty (220) days for an annual renewal period After the suspension, the Customer has eleven (11) and thirty (30) additional days respectively to pay the invoice and reactivate the Service. At the end of this additional period and in the event of non-payment, the Service will be terminated by operation of law with all the consequences relating to the data it contained. It should be noted that in the case

of monthly renewals, normal billing follows and an invoice is normally issued for the following period. This means that if the invoice for the activation of the Option is not paid, two invoices will be due.

8.2 This Option allows Infomaniak to notify the Customer that a Service has expired and that an invoice must be paid as soon as possible by the Customer in order to avoid the permanent loss of the Service concerned. Thus, Infomaniak will try, without obligation, to inform the Customer by other means than his login email address by using all the contact details available in the Customer's Administration Console (secondary email, fixed or mobile telephone, postal address, etc.). Infomaniak will be authorized to contact the Customer and in particular the person legally responsible for the account by : • sending SMS to a mobile phone number; • sending postal mail; • sending telephone messages; • sending emails.

8.3 The Option can be activated on the following Services:

- Web hosting ;
- Domain names (see Special Conditions) ;
- kSuite ;
- Service mail ;
- kDrive ;
- Cloud server (managed and unmanaged) ;
- Swiss Backup ;
- SSL Certificate ;
- Synology NAS.

8.4 The Option can be disabled at any time from the Accounting section of the Administration Console or from the Dashboard of each relevant product.

8.5 In addition, the Customer agrees and acknowledges that the Option may be deactivated:

- in the event of default on the Option ;
- at the end of the activity cycle of the Option and after the issue of an unpaid invoice issued when the Service is due;
- in the event of a breach of any provision of this contract;
- in the event of termination of the Service.

8.6 Activation of this Option results in a 5% surcharge on the price of all eligible Services, with the exception of Domain Names, upon activation and renewal, with the exception of special promotional offers.

Article 9 - Infomaniak support

9.1 Infomaniak provides the Customer with a technical and administrative assistance service available in French, English, German, Italian and Spanish. This service, which is not surcharged, can

be reached by telephone, e-mail and chat via the specific form available on the Website or from the Administration Console. Despite the times indicated on the Site, the assistance service may be made unavailable at any time by Infomaniak for any reason it deems necessary. Infomaniak will do its best to inform the Customers on the different support services.

9.2 Technical and/or administrative assistance is only provided to persons registered as Customers, Users or mentioned as authorized technical contacts. The information provided is based on the indications and requests made by the Customer and Infomaniak cannot be held responsible for any damage suffered by the Customer. Infomaniak does not reimburse any costs related to communications with its support service.

9.3 In addition to the basic Support, Infomaniak offers other levels of Support allowing the Customer to benefit from additional services and levels of commitment. These levels of Support are described in the Special Conditions and corresponding documentation for the Services concerned, and are available on the Site.

9.4 No technical or administrative assistance is provided to the Customer or any representative of the Customer on any social network. Any request for assistance must be made through one of the support channels as described in the first paragraph of this article.

9.5 The Customer, as well as any representative of the latter, undertakes to adopt an appropriate, cordial and respectful conduct in its relations with the Infomaniak support team. Infomaniak reserves the right not to respond to requests from Customers and/or to immediately initiate a termination procedure for breach in the event of abusive, insulting or humiliating behaviour. Furthermore, Infomaniak reserves the right to take legal action against the Customer and is authorized, in this context, to reveal any means of proof, such as described in the article "Agreement on proof", that it deems useful (extracts from communications with the Customer, screen captures, emails, telecommunication recordings, etc.).

Article 10 - Advertising and promotions

10.1 Unless the Customer decides otherwise and communicates this to Infomaniak, Infomaniak will be able to use the commercial relationship between the Customer and Infomaniak on the Internet Site, on news.infomaniak.com or during events, in conferences and specialized publications on the markets. For any other medium, an agreement must be submitted in advance with the Customer.

Article 11 - Infomaniak’s obligations and responsibilities

11.1 For all the services provided by Infomaniak, Infomaniak undertakes to take all the care and diligence necessary to provide and maintain the services in accordance with the practices of the profession and the state of the art. Due to the high technical nature of the services provided, Infomaniak's responsibility in this respect can only be subject to an obligation of means.

11.2 Infomaniak cannot be held responsible for the inadequacy of the Services it provides in relation to the objectives pursued by the Customer and is not obliged to control or monitor the use of the Services by the Customer to ensure its legality.

11.3 Infomaniak undertakes, therefore, to:

- Maintain the Infrastructure in working order;
- Replace, in the event of a failure, the defective equipment as soon as possible, except for failures that are not its fault, or any other interventions that would require an interruption of the Service concerned that exceeds the usual replacement times;
- To intervene as soon as possible in the event of an incident not resulting from misuse of the Service concerned by the Customer;

11.4 Infomaniak cannot be held responsible in the event of:

- fault, negligence, omission or default of the Customer;
- fault, negligence or omission of a third party over which Infomaniak has no control;
- force majeure, event or incident beyond the control of Infomaniak and over which Infomaniak has no control;
- termination of a Service concerned for any cause referred to by Infomaniak for failure to comply with this Contract;
- partial or total destruction of the information transmitted or stored as a result of errors attributable directly or indirectly to the Customer;
- misuse of the Services by the Customer or its Users/Customers;
- total or partial non-compliance with an obligation and/or failure of the operators of the transport networks to the Internet world and in particular the Internet Service Providers (ISPs);
- use of the Service(s) by the Customer or its Users/Customers in contravention of applicable law.

11.5 Except for specific provisions in the Particular Conditions, Infomaniak's liability will be limited to intent and gross negligence if and insofar as the law allows. In the case of paid services, the liability is limited by Infomaniak to the amount of the payment paid for the Service affected by the Customer for the current billing period. For the free Services, Infomaniak's liability is limited to cases of minor negligence and to an amount of 25 CHF for each individual case or 100 CHF for all cases.

11.6 Under no circumstances can Infomaniak be held responsible for indirect damage, i.e. all those that do not result directly and exclusively from the partial or total failure of the Service provided by Infomaniak, such as commercial damage, loss of orders, damage to the brand image, any kind of commercial disturbance, loss of profits or Customers for which the Customer will be his own insurer or will be able to take out the appropriate insurance.

11.7 Infomaniak will be fully liable to the Customer for proven direct damage or damage caused by deliberate intent or gross negligence on its part.

11.8 Any use of the Services, by the Customer or its Users, in violation of this Agreement or which, in the opinion of Infomaniak and in good faith, threatens the stability and security of the infrastructure, the maintenance of the integrity of the network, in particular the prevention of serious disruptions to the network, software or stored data, or the availability of Infomaniak's Services, may lead to a limitation of access to the Service(s) concerned, an immediate suspension of the Customer's Service(s) or, in the most serious cases, the immediate deletion of the Service(s) concerned and/or the immediate and automatic termination of the Contract, without prejudice to the right to any damages Infomaniak may claim.

11.9 Any third-party software offered to the Customer as part of the Services made available by Infomaniak will be based on the standard licence conditions of the third party concerned. Infomaniak cannot be held responsible for Third Party Products, including regarding security flaws, incompatibilities, technical errors or instabilities. Infomaniak does not offer any guarantee on Third Party Products and the Customer who uses a Third-Party Product does so under his own responsibility. He must ensure in particular that they are adapted to his needs and the purposes for which they are used.

11.10 Any action directed against the Customer by a third party constitutes an indirect loss and consequently does not give rise to a right to compensation. In any case, the number of damages that could be charged to Infomaniak, if its responsibility was engaged, would be limited to the amount of the sums paid by the Customer and invoiced to the Customer by Infomaniak, and/or to the amount of the sums corresponding to the price of the part of the Service for which Infomaniak's responsibility has been retained. The lowest of these amounts will be taken into consideration.

11.11 The Customer expressly accepts that Infomaniak's liability will be limited to the Service(s) that are the subject of the claim for compensation and that this liability will in no case be higher than the amount paid by the Customer in the year preceding the claim. This amount is understood to be per reported loss, several losses related to a single cause being considered as a single compensable loss. Furthermore, no stipulation in the present document will release the Customer from the obligation to pay all the amounts owed to Infomaniak under the present document.

11.12 Infomaniak may make available to the Customers Beta versions (open or closed) of its Services during development or improvement. A Beta version is understood to be the test version of a Service before it is made available to Customers on a large scale. The purpose of making a Beta version available is to identify bugs and anomalies in the current use of the Service in question and to collect opinions and feedback on the Service from Customers. The Customer acknowledges the risks inherent in the use of the Beta version of a Service, including but not limited to: instability, malfunctions, unexpected behaviour. Thus, Infomaniak cannot be held responsible for the occurrence of any modification, alteration, loss or deletion of data following the use of a Service in its Beta version.

Article 12 - Customer’s obligations and responsibilities

12.1 The Customer must have the power, authority, and capacity to enter into and perform the obligations under this Agreement.

12.2 In the context of the use of the Services, the person(s) legally responsible for the Organization assumes full responsibility for the actions, modifications or settings made within the Organization by all Users. It is, therefore, his/her/their obligation and responsibility to ensure that all Users are aware of and accept the General and Special Conditions governing the use of the Services to which they have access.

12.3 In the event that a Customer adds one or more Users with the status of "Legal Manager" from the Administration Console, these new Users will become joint holders of the Organization and will be jointly and severally liable to Infomaniak for all obligations within the framework of the present Contract. Infomaniak informs the Customer that a second User who has the status of "Legal Responsible" can, from the Administration Console and at any time, become, if he/she so wishes, the sole Legal Responsible for the present Contract after the deletion/withdrawal of the other Users with the status of "Legal Responsible", with all the consequences that could arise from this.

12.4 The Customer undertakes to keep secret all his passwords, numerical keys and all sensitive data allowing him to use or access his Services. The Customer must inform Infomaniak when he receives information about unauthorized persons having access to such information or if he has reasons to suspect unauthorized use by one or more of these Users. If unauthorized third parties use the Services of Infomaniak through the Customer's Organization, it is the sole responsibility of the Customer. Infomaniak can block the access to an Organization if there are sufficient reasons to suppose that it is used by unauthorized persons. Infomaniak will inform the Customer without delay of any measures taken.

12.5 Customer shall be solely responsible for any loss, including indirect, incidental, special, or consequential damages, incurred by either party due to loss, theft, unauthorized disclosure, unauthorized manipulation, alteration, deprivation of use or any other compromise of the identifiers or passwords used by Customer or its Users.

12.6 By submitting an online order for a Service, the Customer acknowledges that he/she has previously checked the suitability of the Service for his/her needs and that he/she has received from Infomaniak, if necessary, all the information and advice that he/she needed to subscribe to the Contract in full knowledge of the facts.

12.7 When the Customer uses the Services on behalf of a third party, he declares and guarantees to Infomaniak that he has the necessary power and capacity to represent and commit the third party under the conditions provided for in the Contract. He is responsible for all claims resulting from a violation of the contractual conditions by the third party and must indemnify Infomaniak in full for all claims resulting from the use of the Service by the third party.

12.8 The Customer will not attempt to obtain unauthorized access to a Service, content, systems, or associated networks. He also agrees not to obtain or attempt to obtain documents or information by any means not intentionally made available by Infomaniak.

12.9 The Customer undertakes to use the Services within the framework of the applicable legislation in force. In the event of a complaint or in the event of an interpretation, in good faith, by Infomaniak of the commission of an offence on the Content but not exhaustively: "Fraud, computer crime, money laundering, violation of business secrets, acts of espionage, falsification of documents, violence and threats against authorities and officials, unauthorized gambling, participation in a criminal act (collaboration, incitement, aiding and abetting), or dissemination or provision of Content contrary to criminal or civil law, representations of violence, so-called soft and hard pornography (pornography can be made accessible if the Customer installs effective controls that allow people over 18 to access the relevant content), child pornography, incitement to disturb the public peace, infringement of religious and cultural freedom, racial discrimination, defamation, acts of terrorism, paedophilia, anti-Semitism, or Content inciting hatred against persons on the grounds of their sex, religion, sexual orientation or identity or disability, invasion of privacy, etc., or illicit or abusive use of Content (for example fraudulent use of Content or use of Content in violation of rights belonging to third parties such as personality rights, copyright, patents or trademarks or other intellectual property rights)". on the part of the Customer, Infomaniak will be entitled to proceed to the immediate suspension, without prior notice and without prejudice to the right to any damages and interest to which INFOMANIAK COULD CLAIM, of PART or ALL of the Services provided in execution of the Contract, to the deactivation of the Organization and/or to the termination of the Contract to the detriment of the Customer. Infomaniak will then inform the Customer by e-mail of the actions taken and the underlying reasons.

12.10 The Customer shall respect Infomaniak's property rights in the website and software used to provide the Service (property rights include, but are not limited to, patents, trademarks, service marks, trade secrets, copyrights and other intellectual property rights). Only Infomaniak brand assets may be used in accordance with this Agreement.

12.11 Infomaniak cannot be held responsible for the content of the information transmitted, distributed, or collected, its use and updating, as well as any files, particularly address files, for any reason whatsoever. Infomaniak can only warn the Customer of the legal consequences that could result from illicit activities on the Services and disclaim all responsibility for the use of the data made available to Internet users by the Customer. The same applies if the Customer voluntarily or involuntarily practices spamming or any activity of intrusion or attempted intrusion from the Service (not exhaustive: port scanning, sniffing, spoofing, etc.) in a proven manner.

12.12 The use of SPAM is totally prohibited. It is also forbidden to send mass emails through the Infomaniak Services:

- to people who have not requested it;
- to lists of email addresses compiled, purchased, rented on the Internet or by any other means;

- on a different theme than the one proposed at the time of the constitution of the list of subscribers and which generate a significant rejection rate (bounces, invalid email addresses, unsubscribes, etc.);

This is also valid when the Customer uses an external service provider to send emails that mention a domain name hosted by Infomaniak. Double opt-in is the only recognized method of building a valid email list: an email address is only added to a list if the email address holder clicks on a link in a registration confirmation email. The recipient thus proves that he or she is the one who initiated the subscription process. Any person subscribed to a list used by a mailing or newsletter tool must receive with each e-mail the information necessary to unsubscribe or must be able to unsubscribe easily at any time. A complaint of spamming may result in the blocking and subsequent termination of the Service concerned if the sender of the e-mail cannot provide proof of voluntary and confirmed electronic registration of each registrant (date of registration/email address/IP address).

12.13 The Customer undertakes to defend, indemnify and hold harmless Infomaniak, as well as all persons involved in the provision of the Services concerned with regard to all claims, demands, liabilities, costs and/or expenses resulting from illegal use of the Service or its content.

Article 13 - Suspension of Services

13.1 In the event that the Customer fails to fulfil one or more of its contractual obligations as set out in these terms and conditions and/or any legal or regulatory provision in force, or at the request of a competent judicial or administrative authority, Infomaniak reserves the right to suspend, immediately and without prior notice, all or part of the Services, as well as the Organization and, consequently, the Customer's access to the Services, without this suspension giving rise to any right to compensation.

13.2 In the event of a notification, complaint, action, lawsuit or other legal procedure received by or against Infomaniak, relating to the use of the Services by the Customer, if Infomaniak believes, in good faith, that the present Contract is not being respected and that the Customer could remedy this through any corrective action, the latter will be asked to take all the necessary measures in order to remedy the situation. If Infomaniak considers that the situation represents a plausible risk of prejudice against it and/or if the Customer does not respond to the request addressed to it, Infomaniak will take all the measures it deems necessary, including, but not limited to, the suspension of the Organization and/or the Services, to defend its interests.

13.3 The Administration Console may also be temporarily suspended due to maintenance by Infomaniak.

13.4 The suspension of the Services does not lead to the suspension of the Customer's payment obligations and will not give rise to the payment of any compensation by Infomaniak, including for the direct or indirect consequences that could result (such as, but not limited to, loss of a chance, contracts, business, income or profits) or to engage the responsibility of Infomaniak under the

conditions provided for in the article "Obligations and responsibilities of Infomaniak".

13.5 Suspension of services does not lead to the deletion of the Customer's data. If they are the result of a failure by the Customer to fulfil its obligations, the aforementioned suspensions are without prejudice to Infomaniak's right to terminate the Contract under the conditions set out in the article "Termination".

13.6 Any suspension shall continue until the cause of the suspension has been removed.

Article 14 - Termination

14.1 A Service may be terminated by operation of law on its expiry date in the event of non-renewal, or at the request of the Customer, who may terminate the Services at any time and without notice from the Administration Console. If the Customer decides to terminate his Services, he must take the necessary steps, before the expiry date, to recover all the data belonging to him, failing which these elements will be permanently deleted by Infomaniak. Any suspension, termination, or suppression of the Service under the conditions determined in the present article will not entail any compensation to the benefit of the Customer, whether he uses the Service or not. Furthermore, Infomaniak will keep all the amounts paid by the Customer.

14.2 In the event of non-payment by the Customer on the due date, including by cancellation or deactivation of an online payment method, or in the event of payment of an erroneous or incomplete amount, or without the required references in the case of a bank transfer, when ordering or renewing a Service, Infomaniak reserves the right to suspend the Service(s) until full payment has been made within a reasonable period of time, and then at the end of this period, to block and/or terminate the Service(s) concerned by this failure, without any compensation or prejudice to Infomaniak.

14.3 Termination for Default: In the event of a breach by one of the Parties of one or other of its obligations under this Contract, not remedied within a reasonable period of time following either an e-mail sent by the complaining party notifying the breaches in question, or any other form of communication provided for in the Contract, sent by the said party, the present Contract will be terminated by operation of law, without prejudice to any possible damages that may be claimed from the defaulting party, the date of dispatch of the notification being taken as proof. If it deems it necessary, Infomaniak can also notify all competent public authorities (governmental, police or control authorities) of any violation that it has noted or that has been notified to it.

14.4 Infomaniak may also terminate the Contract with the Customer with immediate effect if proceedings have been initiated against the Customer in the event of bankruptcy or insolvency and at the request of the competent authorities.

14.5 Infomaniak is not obliged to save the Customer's data or to return them to the Customer before any deletion or following the termination of the Contract.

Article 15 - Backup and location of data

15.1 All data transmitted by the Customer to Infomaniak is stored and hosted exclusively in datacenters located in Switzerland and which are the exclusive property of Infomaniak.

Article 16 - Privacy Policy

16.1 Infomaniak implements all necessary measures to prevent access to the Customer's personal information as well as its alteration or disclosure. Audit systems are in place for all sensitive elements. This information is treated with the utmost confidentiality and is not sold or distributed. Under no circumstances is it communicated to anyone who requests it, except by court order or complaint from a third party to Infomaniak.

16.2 As part of the performance of these Terms, Infomaniak employees act as auxiliaries within the meaning of professional secrecy. As such, they are bound by a duty of confidentiality and undertake to maintain the strictest confidentiality regarding all information brought to their attention in the course of their duties. This obligation continues beyond the end of their assignment or the termination of their contractual relationship with Infomaniak.

16.3 The Customer acknowledges that due to his relationship with Infomaniak, both Infomaniak and the Customer may have access to the Content, information or elements related to the activities of the other Party, which may concern Customer files, software technologies or any other element which are potentially confidential and of substantial value for each respective Party, and which could suffer a possible depreciation if they were to be disclosed to a third party. Consequently, Infomaniak implements all the necessary measures to prevent access to the Customer's personal information of which it may have become aware during this contractual relationship, as well as its alteration or disclosure. Audit systems are in place for all sensitive elements. This information is treated with the utmost confidentiality and is neither sold nor distributed. Infomaniak agrees not to use for its own account, nor to disclose to a third party, any information that it may have become aware of during the course of this contractual relationship, except in the case of a legal obligation (e.g., a court order) or a complaint from a third party to Infomaniak. Furthermore, Infomaniak confirms that it will take all appropriate measures to protect the confidentiality of this information.

16.4 Infomaniak never mails its customer database on behalf of a third party.

16.5 Infomaniak reserves the right to use the content of its databases for its own communications (technical incidents, new services, etc.) to its Customers.

16.6 Infomaniak will never ask the Customer for his password via a telephone call or a e-mail.

16.7 The Customer is informed that all telephone communications with Infomaniak support are recorded to improve the quality of our Services.

16.8 Further information on the Privacy Policy can be found on the Website at https://www.infomaniak.com/en/legal/confidentiality-policy.

Article 17 - Force majeure

17.1 Force majeure is defined as an unforeseeable and/or unavoidable event beyond the control of Infomaniak.

17.2 Infomaniak will not be held liable if the performance of the Contract, or of any obligations incumbent on Infomaniak under this Contract, is prevented, limited or disturbed due to, but not limited to, fire, explosion, failure of the transmission networks, breakdown of public services or telecommunications, collapse of installations, epidemic, pandemic, natural disaster, earthquake, flood, power failure, war, embargo, law, injunction, request or demand of any government, strike, boycott, withdrawal of authorization of the telecommunication operator, or any other circumstance beyond the reasonable control of Infomaniak.

17.3 Infomaniak, subject to prompt notification to the Customer, shall be excused from the performance of its obligations to the extent of such impediment, limitation or disruption, and the Customer shall likewise be excused from the performance of its obligations to the extent that the obligations of this party relate to the performance so impeded, limited or disrupted, provided that the Party so affected shall use its best efforts to avoid or remedy such causes of non-performance and that both Parties shall proceed promptly once such causes have ceased or been removed.

17.4 The Party affected by an event of force majeure shall keep the other Party regularly informed of the prognosis for the removal or reinstatement of the event of force majeure.

17.5 If the effects of force majeure last longer than 30 days from the date of notification to the other party, the contract may be terminated by operation of law at the request of either party, without entitlement to compensation on either side.

17.6 For all practical purposes, it is specified that the financial impossibility for the Customer to pay the costs relating to Infomaniak's services can never be considered as a case of force majeure.

Article 18 – Third-Party Complaints and Requests

18.1 Handling of third-party complaints

In the event that a third party submits a complaint to Infomaniak regarding a Service ordered and/or used by the Client, Infomaniak shall notify the Client by e-mail as soon as reasonably practicable.

However, Infomaniak reserves the right not to forward the full copy of the complaint or to redact certain personal information of the complainant, in particular if the latter requires confidentiality or if the nature of the complaint so warrants.

18.2 Request for supporting documents and sanctions

Infomaniak shall be entitled to require the Client to provide supporting documents proving the Client's good faith and the lawfulness of the Client's activity in connection with the complaint, within a reasonably allotted timeframe.

In the absence of supporting documents, or if the documents provided are deemed, in good faith, to be insufficient or inadmissible, Infomaniak reserves the right to temporarily suspend access to the relevant Service (precautionary blocking) or to terminate the contract in accordance with the "Termination for Breach" article of these GTC, without prejudice to any other legal action.

18.3 Disclosure of contact details

Infomaniak may only disclose the Client's Contact Details to the third party claiming to have been harmed, or any information likely to identify the Client, upon a written and substantiated request from the third party, and subject to prior approval by our legal department. Such disclosure may only take place insofar as the information requested is strictly necessary to facilitate legal proceedings in order to assert legal rights, in accordance with data protection legislation.

18.4 Intervention costs

Infomaniak further reserves the right to invoice the Client for all intervention costs, of whatever nature, arising from the Client's actions that may have resulted in, but not limited to, a complaint or the initiation of proceedings against Infomaniak.

18.5 Requests from a competent authority

In the event that Infomaniak receives a request from a competent authority (judicial, administrative or law enforcement) relating to the Client's Personal Data or "individual" data processed under this Agreement, Infomaniak undertakes to:

- Inform the Client of said request, unless the law expressly prohibits us from doing so;
- Limit the disclosure of data strictly to what the authority has expressly requested within the scope of its requisition.

Article 19 - Disputes and litigation

19.1 Infomaniak and the Customer will endeavour to settle amicably any dispute concerning the interpretation or execution of the present contract. Any complaint must be addressed in accordance with the article "Communications between the Parties". Once all amicable means of redress have been exhausted, the Customer has the right to bring his claim against Infomaniak before the Courts.

19.2 In accordance with the provisions of this Contract, in the event of a dispute or pre-litigation concerning a Service between the Customer and a third party, it is expressly agreed between

Infomaniak and the Customer that the latter will remain solely responsible for settling this dispute.

19.3 No stipulation of the Contract shall be interpreted as having the effect of limiting Infomaniak's liability in the event of fraud or serious misconduct.

Article 20 - Evidence agreement

20.1 For the purposes of this Contract, the Parties agree that writing in electronic form is accepted as a probative medium in the same way as writing on paper. It is agreed that the data from the information system of Infomaniak or its subcontractors, such as connection logs, consumption statements, order and payment summaries, Incident management reports, call recordings, or others, are fully opposable to the Customer and admissible, including in the context of legal proceedings.

20.2 Exchanges by email will be deemed to have been received or sent by the SMTP servers of Infomaniak. The date and time of Infomaniak's mail servers will be taken as proof between the Parties.

Article 21 - Autonomy of provisions

21.1 If one of the provisions of the Contract should be declared illegal, null or inapplicable, this nullity will not affect the other clauses which will retain their full effect and scope. In this case, Infomaniak undertakes to replace the invalid or unenforceable clause with a valid clause that corresponds most closely to the spirit and purpose of the clause, so that the common intention of the parties is preserved.

Article 22 - Jurisdiction and applicable law

22.1 The Customer undertakes to comply with the Swiss and international laws in force during the entire life of the Contract.

22.2 Infomaniak will endeavour to respect the judgements of the competent authorities of the OECD member countries.

22.3 Any dispute relating to this contract, its conclusion, its execution, its interpretation, failing an amicable solution, shall be governed exclusively by Swiss law, the exclusive place of jurisdiction being Geneva, subject to recourse to the Federal Court in Lausanne.

Review of 24/04/2026