infomaniak

Article 1 - Scope of application

1.1 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 site.

1.2 The Special Conditions apply without restriction or reserve to the Web Hosting Service (hereinafter "Hosting") offered by Infomaniak. They complete but will prevail over the General Conditions of Use (hereinafter referred to as "GCU") if a contradiction should appear between these documents.

1.3 In accordance with Infomaniak's GCU and according to the terms and conditions set out therein, these Special Conditions may be modified in order to take into account any legal, jurisprudential or technical evolution.

Article 2 - Description and scope of the Service

2.1 Infomaniak provides the Customer with a shared hosting space in its Datacenter with a private and secure network and allows the Customer to create websites according to the chosen offer.

2.2 The guaranteed bandwidth is 100 Mbit/s.

2.3 On these Shared Hostings, the following PHP functions are blocked: set_time_limit(), passthru(), system(), popen(), shell_exec() and proc_open().

2.4 Applications

2.4.1 In addition, as part of the use of the Service, Infomaniak provides the Customer with a tool called Web Applications, which is not overpriced, allowing the installation of applications on the hosting space provided for this purpose.

2.4.2 The tool integrates two types of applications, those developed and managed by Infomaniak and those developed by third parties.

2.4.2.1 Applications developed by Infomaniak

Site Creator

2.4.2.2 Applications developed by third parties

All other applications except the one mentioned in the previous point.

Article 3 - Invoicing

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CHE-185-477.109

3.2 The amount to be paid for the Service is indicated on the Site and during the ordering process of the Service.

3.3 Details of the billing process are set out in the CGUs in the Payment Terms section.

3.4 Infomaniak makes every effort to warn the Customer in good time before the end of the service. However, it is the Customer's responsibility to respect the time limits. In the absence of full payment of the price of the renewal fixed in the tariff, Infomaniak will not be able to carry out the renewal requested by the Customer and, in this case, Infomaniak will suspend the Service one (1) day after the end of the contract and will delete it after a further ninety-nine (99) days, i.e. one hundred (100) days after the end of the contract. Deletion of the Service will result in permanent and non-recoverable deletion of the data beyond the daily backup period, i.e. after the 106th day. Once this period has elapsed, no recovery will be possible.

Article 4 - Infomaniak's obligations and responsibilities

4.1 Infomaniak does not give any guarantee related to the consequences of the use of the Service by the Customer.

4.2 Infomaniak undertakes to carry out all the tasks incumbent upon it in accordance with the present special conditions, with all due care and with the required degree of competence.

4.3 Infomaniak reserves the right to interrupt or limit its services to the Customer in order to carry out technical interventions to improve the functioning of the service. Furthermore, Infomaniak reserves the right to make changes to the applications that it manages in order to optimise their operation and to remove functions if it deems this necessary.

4.4 Infomaniak provides support for any request relating to the Applications that it manages and on which it can intervene. Any request relating to the functionality of the Application itself and problems impacting on the operation as normally expected of the said Application is considered a support request to which Infomaniak will respond. Infomaniak will not respond to any request relating to Webmastering, i.e. the development of the Customer's website. Furthermore, in the event of the use of the Applications, whether or not managed by Infomaniak, the latter does not offer any support and does not assume any responsibility with regard to the Customer's end customers.

4.5 The Customer is informed that Infomaniak's intervention within the framework of the subscription of a contract relating to the Service, and in particular the Applications not managed by Infomaniak, is limited to the provision of the material and network resources necessary for the proper functioning of the Service.

4.6 In the event that Infomaniak notices or becomes aware of a use that affects its infrastructure and other customers, Infomaniak reserves the right to immediately suspend or remove the service and/or to immediately and automatically terminate the Contract, without prejudice to the right to

any damages that Infomaniak may claim.

Article 5 - Obligations and responsibilities of the Customer

5.1 The installation and use of applications developed by third parties are carried out at the Customer's own risk. In particular, Infomaniak does not provide any assurance or guarantee concerning the stability, reliability, quality, suitability for a specific use or specific results of these applications and refuses any responsibility in this respect. The use of applications developed by third parties does not exempt the Customer from respecting his Obligations as defined in the Obligations and responsibilities of the Customer of the GCU.

5.2 Furthermore, it is the responsibility of the Customer to update and keep up to date the scripts, applications (CMS, forums and others) as well as their dependencies. In the event of problems due to the use of a version that is older than the most current version or that contains a flaw or the non-installation of updates, Infomaniak cannot be held responsible.

5.3 The use of the Site Creator application is subject to the acceptance of the Obligations as defined in the article Obligations and responsibilities of the Client in the GCU. Infomaniak cannot be held responsible for any problem arising from the use of functionalities developed by third parties, such as, for example, the means of payment made available to the end customers by the Client. The use of the said functionalities is, moreover, subject to the acceptance of the specific conditions of the third party.

Article 6 - Patchman Security Scanner

6.1 Patchman Security Scanner is a free service included with your hosting that proactively detects and fixes known security vulnerabilities in common web applications. This protection also detects malicious files and automatically quarantines them to preserve your reputation and prevent your sites from being penalised by search engines.

6.2 You can disable this service at any time from your Administration Console.

6.3 Malware detection runs locally on your hosting, which means that the Customer Content never leaves Infomaniak's infrastructure.

6.4 A file detected as malicious is moved to a secure folder and then automatically deleted after 6 months. During this period, the Customer can cancel this operation at any time from their Administration Console.

6.5 The Customer is notified by email when a vulnerability or malicious file is detected or automatically corrected or quarantined.

6.6 The Customer acknowledges and accepts that Infomaniak is authorised to use the services of third party companies to provide the Patchman Security Scanner Service without the consent of the

Customer.

Article 7 – Privacy Policy

7.1 Full details of the Privacy Policy can be found on the website https://www.infomaniak.com/en/legal/confidentiality-policy.

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