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 Site.

1.2 The Special Terms and Conditions apply without restriction or reservation to the Mail Service (hereinafter referred to as "Mail Service"). They shall supplement but take precedence over the General Terms and Conditions of Use (hereinafter referred to as the "TCUU") if a contradiction should arise between these documents.

1.3 In accordance with the TCU and the terms and conditions set out therein, these Special Conditions may be amended to take into account any legal, jurisprudential or technical developments.

Article 2 - Description and scope of the Service

2.1 Infomaniak provides the customer with a secure messaging system for sending and receiving electronic messages.

2.2 E-mail is not subject to a disk space quota (except for free e-mail addresses, see corresponding Special Conditions). The size limit for electronic messages is set at 200MB for all email addresses. The number of recipients per message is limited to one hundred (100) and the daily sending limit is fixed at five hundred (500).

2.3 All messages deposited in the folders Spam, Junk, Trash, Deleted Items, Deleted Messages, Trash, Junk Mail, Deleted Messages, Deleted Items and Deleted Items are automatically cleaned up after 30 days, the date of deposit of the message(s) in the folder in question being taken as proof. This means that messages contained in folders with the above-mentioned names are permanently deleted from our servers following the cleanup.

2.4 When creating an email address, the Customer has the option of attaching the address to the Workspace (see relevant Special Terms and Conditions).

Article 3 - Invoicing

3.1 The rates for the Mail Service are set out on the Site and during the order process for the Service.

3.2 Details of the billing process are set out in the T&Cs in the Payment Terms section.

3.3 Infomaniak endeavours to warn the Customer in good time before the end of the term of the Service. However, it is the responsibility of the Customer to respect the time limits. In the absence of full payment of the price of the renewal fixed in the tariff, Infomaniak cannot carry out the

renewal requested by the customer. 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.

Article 4 - Infomaniak's obligations and responsib...

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 these Special Conditions, with all due care and with the required degree of competence.

4.3 The Service is provided as is and the Customer agrees not to hold Infomaniak responsible or claim compensation for any damage that may, despite all the efforts made by Infomaniak to ensure the proper functioning of the Service, lead to loss of use, loss of data or loss of profits linked to the performance of this Service.

4.4 Infomaniak reserves the right to interrupt or limit its services to the Customer, to carry out a technical intervention to improve its operation.

4.5 In the event that Infomaniak notices or becomes aware of a use that affects its infrastructure and other Customers, Infomaniak reserves the right to take the necessary measures such as, but not limited to, reducing the disk space of an email address or suspending it, and/or to immediately and automatically terminate the Contract, without prejudice to the right to any damages that Infomaniak may claim.

Article 5 – Customer’s obligations and responsibil...

5.1 The Customer is solely responsible for the use made of the Service.

5.2 The customer undertakes to use the Message Service in the context of normal use. As a non-exhaustive example, it is to be understood here that the use of the Messaging Service for the purpose of storing or saving content is not considered normal use.

5.3 Although Infomaniak backs up emails every day on several servers in different datacenters, it is the Customer's responsibility to keep a backup of his emails.

5.4 The responsibility for managing the passwords for End Users' email addresses lies with the administrator of the Mail Service.

5.5 The Customer understands and agrees that Infomaniak will not be liable to the Customer for any loss, including indirect, incidental, special, or consequential damages, incurred by either party as a result of the loss, theft, unauthorized disclosure, unauthorized manipulation, alteration, deprivation of use or any other compromise of the identifiers or passwords used by the Customer.

5.6 The Customer is solely responsible for any configuration of an email address that may lead to unsolicited behaviour by the Customer or a loss of emails. This includes the setting up of filters, redirections, answering machines, etc., or a specific configuration not recommended by Infomaniak via its guides or its Support.

5.7 The Customer is furthermore informed that it will not have physical access to the Servers at any time.

Article 6 - SPAM and Phishing

6.1 Infomaniak has put in place a system of technical measures intended to combat the sending of fraudulent electronic messages as well as the practice of SPAM sent from its infrastructures. This operation is carried out regularly and completely automatically.

6.2 If the sending of electronic messages identified as SPAM or fraudulent is detected from an email address managed by the Customer, Infomaniak will proceed to block the sending and inform the Customer. The email address can be unblocked by following the procedure communicated by email.

6.3 Following a first blocking, any new electronic message identified as SPAM or fraudulent will lead to a blocking of the Organization. From the third blocking, Infomaniak reserves the right to refuse any new request for unblocking, to terminate the entire Service and to initiate a termination procedure for breach (see TCU). Infomaniak reserves the right to proceed with the blocking of the Organization and all its Users as soon as SPAM or fraudulent messages are detected.

Article 7 – Data Location, Backup and Restoration, and Termination

7.1 All data transmitted by the Customer to Infomaniak is stored and hosted exclusively in data centres in Switzerland which are the property of Infomaniak.

7.2 Infomaniak performs a daily preventive backup of the email content. These backups are retained for a period of seven (7) consecutive days.

7.3 Access to daily backups and their restoration is available to the Client through the Administration Console or Webmail, allowing the recovery of lost emails free of charge. However, in the event of deletion of email addresses by the Client or due to non-payment, restoration fees will apply starting from the sixth (6th) email address restored per month. These fees, set at 200 CHF or 200 € per address, are justified by the manual interventions required by our teams to recover the deleted email addresses.

7.4 The Customer acknowledges that any termination, whether as a result of non-payment or voluntary or involuntary action on the part of the Customer, will result in the deletion of the data

and that recovery will only be possible within six (6) days of deletion. After this period of six (6) days, any recovery will be definitively impossible. The Customer shall also take care to repatriate all his data beforehand in the event of early and voluntary termination.

Article 8 - Privacy Policy

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

Review of 27/05/2026