

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 website.

1.2 These Special Terms and Conditions supplement the TCU as well as the Special Terms and Conditions for Web Hosting and Managed Cloud Server and apply without restriction or reservation to the Web Application Tool. They shall prevail over the General Terms and Conditions of Use and the Special Terms and Conditions if a contradiction should arise between these documents.

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

Article 2 - Description and scope of the Service

2.1 As part of the provision of the Web Hosting Service or the Managed Cloud Server, Infomaniak makes available to the Customer a non-surcharged tool called Web Applications allowing the installation of various applications on a web hosting space provided for this purpose. Details of the Web Applications are available on the Infomaniak Site.

Article 3 - Infomaniak's obligations and responsibilities

3.1 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.

3.2 Infomaniak will endeavour to offer the Web Applications in their latest version.

3.3 The Web Applications Tool made available represents a free additional service offered on a voluntary basis. Infomaniak does not provide any assurance or guarantee concerning the stability, reliability, quality, suitability for a specific use or specific results of the Applications and refuses any responsibility in this respect.

Article 4 - Customer's obligations and responsibilities

4.1 By making content available through the Applications, the Customer guarantees that it does not contravene the Special Terms and Conditions that it accepted when subscribing to the hosting service.

4.2 The Customer is responsible for the content of the applications and for maintaining their security and furthermore undertakes to:

- apply security updates to the Applications, modules and any other element related to the Applications;
- observe the licence conditions of the providers/producers for the applications used;
- delete/uninstall any application that is no longer

needed or used.

4.3 Minor or critical updates are done automatically, major updates are available to the Customer and it is the Customer's responsibility to keep the version of the Applications used up to date.

Review of 25/04/2023