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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 Conditions apply without restriction or reserve to the SSL certificates (hereafter « SSL ») offered by Infomaniak. They complete but will prevail over the General Conditions of Use (hereafter 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 developments.

Article 2 - Description and scope of the service

2.1 Infomaniak only offers the SSL Service if the Customer has at least one domain name.

2.2 Infomaniak acts as an intermediary with the chosen Certification Authority. In order to use and by using the Service, the Customer is required to read and accept the subscription agreements with the chosen Certification Authority.

2.3 The Certificate is linked to the Domain Name(s) chosen by the Customer. In this sense, it is not possible to activate the Certificate on a Domain Name that was not included in the order of the Certificate and is, therefore, not transferable to other domains, whether these have been registered with Infomaniak or a third party registrar.

2.4 The Certification Authority validates the Certificate ordered by the Client. For this purpose, and depending on the type of Certificate chosen, the Customer may be contacted by the Authority.

2.5 After issuing the Certificate, the Certification Authority grants the Client a revocable, non-exclusive and non-transferable licence to use the Certificate issued on the server hosting the Domain Name(s) listed in the Certificate.

2.6 The Customer may withdraw the Certificate(s) at any time.

Article 3 - Invoicing

3.1 The amount to be paid for the Service is indicated on the Site and during the Service order process.

3.2 Details of the invoicing process are set out in the GCUs in the Payment Terms section.

3.3 No payment made by the Customer to Infomaniak for the SSL Certificate Service subscribed to will be reimbursed if the Certification Authority refuses to deliver the Certificate, in particular if the

Customer has provided incorrect details or information when ordering the service.

3.4 Cancellation by the Customer or by Infomaniak will not result in any right to reimbursement or credit. All unpaid amounts by the Customer will remain due in full and will be immediately payable.

Article 4 - Duration and expiry of service

4.1 For EV and DV certificates, Infomaniak endeavours to inform the Customer in good time, before the end of the service period. However, it is the responsibility of the Customer to respect the time limits. In order to renew his SSL Certificate, the Customer must place a new order, which will be subject to the same validation process as the initial order. However, a revoked SSL Certificate cannot be renewed.

4.2 Certificates issued by Let's Encrypt are valid for 90 days and are automatically renewed by Infomaniak before they expire.

4.3 Only the holder of the SSL Certificate is entitled to request the revocation of the SSL Certificate at any time, including before its expiry. In such a case, the Customer must immediately stop using their SSL Certificate. Infomaniak will not make any reimbursement and cannot be held responsible for any loss or damage caused during the period of time between the request for revocation made by the Customer and the implementation of the revocation carried out by Infomaniak.

Article 5 - Obligations and responsibility of Infomaniak

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

5.2 Infomaniak's obligations under these Special Conditions are limited to the role of intermediary between the Customer and the service provider supplying the SSL certificates, namely the Certification Authority.

5.3 Infomaniak may, at its sole discretion and after giving the Customer at least thirty days' notice, and in accordance with the provisions of the GCU, proceed to modify or terminate the SSL Certificate(s) in the event that the Certification Authority ceases its operations or no longer has the right to issue SSL Certificates.

5.4 In the event that the Customer's Certificate(s) associated with the Domain Name(s) should be withdrawn, Infomaniak cannot be held responsible for any consequential damage, insofar as Infomaniak was not informed immediately. Infomaniak can only be held responsible for the late withdrawal of a Certificate if Infomaniak was negligent in withdrawing the Certificate.

5.5 Infomaniak can only be held responsible for damage resulting from incorrect or incomplete data in the Certificate if and insofar as Infomaniak was negligent during the validation procedure.

5.6 An SSL Certificate can be terminated immediately by Infomaniak if an infringement of the present Special Conditions and GCU is noted, without formal notice and without judicial intervention, by written notification with immediate effect. In the event that Infomaniak considers that the infringement can be remedied, a (provisional) moratorium of seven working days will be granted after a written request by email to the Customer asking for the dispute to be resolved as soon as possible.

Article 6 - Obligations and responsibilities of the Customer

6.1 Infomaniak reminds the Customer that he/she must, within the framework of the provision of the SSL Certificate service, communicate to Infomaniak his/her exact details and update them when necessary. The Customer acknowledges that the Certificate may be cancelled by Infomaniak or by the Certification Authority in the event that the Customer provides incorrect details and information.

6.2 In the event that the Customer orders an EV SSL Certificate, the Customer must fill in the information requested at the time of ordering in such a way that it is exactly the same as the information contained in the company registering the Certificate. The Customer understands, in this regard, that the validation process for such a Certificate is dependent on the accuracy of the information provided.

6.3 The Customer inspects the Certificate data for accuracy.

6.4 The Client undertakes to have access to the hosting space of the site on which the Certificate is installed in order to allow its management.

6.5 The Client shall take all necessary measures to secure, keep secret and keep under its own management the private key, which is part of the key pair with the public key of the certificate.

6.6 In case of loss of the private key, the Customer shall follow the instructions of the Certification Authority as soon as possible after the notification and no later than one hour after the notification.

6.7 The Customer undertakes to obtain any authorisation, permission or licence necessary to use the Certificate and to maintain it in force.

6.8 The Customer will immediately cease to use the Certificate and the private key that accompanies it and will ask Infomaniak to withdraw the Certificate concerned: a) if the information contained in the SSL Certificate is incorrect (or has become incorrect); or b) if there is a suspicion of misuse or theft of the private key that is part of the key pair with the public key in the requested SSL Certificate; c) in the event of proven misuse or loss/theft of the private key.

6.9 The Customer shall not use the subscribed Certificate to transmit (either by sending e-mails or by downloading using any form of communication protocol), receive (either by requesting an e-mail or by downloading using any form of communication protocol), divulge, display or use in any other way information that is illegal, or that does not comply with the present Special Conditions and

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Infomaniak's GCU or the conditions of use of the Certification Authority as well as with all applicable laws and regulations.

Article 7 - Limitation of liability

7.1 The Customer acknowledges that Infomaniak shall not be liable to the Customer for any loss, including indirect, incidental, special or consequential damages, incurred by either party due to loss, theft, unauthorized disclosure, unauthorized handling, alteration, deprivation of use or other compromise of the private keys used by the Customer.

7.2 The Customer also accepts that under no circumstances will Infomaniak be held responsible to the Customer for any loss incurred by the latter due to the use of the SSL certificate outside of the field of use as specified in the present special conditions and the GCU.

Review of 25/04/2023