infomaniak

Article 1 - Scope of application

1.1 The terms beginning with a capital letter have the meaning defined in the present Contract, or, failing that, by the definition given in the Infomaniak Lexicon available on the Site.

1.2 The Special Conditions apply without restriction or reserve to the Newsletter tool service (hereafter "Newsletter") 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 evolution.

Article 2 - Description of the service

2.1 Infomaniak provides the Customer with a Newsletter Tool offering the standard functions for such a tool (details are provided on the Site): - create and send emails; - create registration forms; - import contacts (GMail, WorkSpace, CSV file); - export contacts; - consult statistics on emails sent.

Article 3 - Billing and Credits

3.1 A credit is equivalent to a sending to an email address.

3.2 The validity of credits is not limited in time.

3.3 Credits are not refundable.

3.4 In the event of a transfer of the Service to another Organisation, credits are not transferred.

3.5 Customers who use other Infomaniak Services receive free credits as defined on the Newsletter sales page on the Infomaniak Site.

3.6 If the Customer uses several Infomaniak products that grant free credits, these credits are cumulative with regard to the number of products concerned. For example, a Customer who has Cloud hosting with a Mail Service will benefit from 3,300 free credits/month, as long as these or part of them are used.

3.7 Thus, the free credits must be understood as a monthly quota and not cumulative over time. For example, if you have a quota of 1,000 free credits and you use 500 credits at the beginning of a month, you will again have 1,000 free credits to use the following month.

Article 4 - SPAM and Bounce

4.1 SPAM is understood to be unsolicited electronic communication. This includes any email using, in any form whatsoever, the contact details of a natural or legal person who has not expressed his or her prior consent to receive electronic communications.

4.2 All messages must be sent with the explicit consent of the recipient(s). The recipient(s) must have given the Client written or electronic permission to contact him/her by email via the double opt-in model.

4.3 The recipient(s) must have the possibility of unsubscribing from the mailing list from each email received and Infomaniak automatically includes an unsubscribe link that the Customer cannot remove.

Article 5 - Obligations and responsibilities of Infomaniak

5.1 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.

5.2 As a mail host and provider of an emailing service, Infomaniak can and must take all necessary measures to prevent any abuse of SPAM.

5.3 Any justified complaint of SPAM received by Infomaniak may result in the suspension or deletion of the Organisation concerned.

5.4 Any mailing campaign whose SPAM and/or bounce rate exceeds the tolerated limits, respectively 0.66% and 5.5%, will be blocked immediately. The Newsletter will also be blocked.

Article 6 - Obligations and responsibilities of the Customer

6.1 By using this service, the Customer agrees to respect the following rules: - not to send content that can be interpreted as spam; - not to send content to sell illegal goods or services; - not to send content of a commercial nature without permission; - not to send content that has not been created by the Customer or for which the Customer has not received permission to use it (text, images, videos, etc.); - not to send content that is contrary to current Swiss and international law; - not to send or request sensitive information such as, but not limited to: social security number, password, credit card number, etc; - not to use lists of purchased or rented email addresses; - do not use incorrect names, postal addresses, email addresses, URLs, subject lines; - not to use an external unsubscribe service; - not to share password or login information; - not create multiple accounts to send similar content, unless the Customer is part of a franchise; - not to host content on our servers for any purpose other than sending emails;

6.2 If any of these rules are breached, the relevant customer account may be suspended or deleted.

6.3 The owner(s) of the domain name(s) associated with the Newsletter is/are responsible under the law.

Article 7 - Data storage and location

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

Article 8 - Privacy policy

8.1 All the details of the Privacy Policy can be consulted on the page of the Site https://www.infomaniak.com/en/legal/confidentiality-policy.

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