

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 Site.

1.2 The Special Terms and Conditions apply without restriction or reservation to the kDrive data storage and synchronisation service (hereinafter "kDrive") offered by Infomaniak. They complete but will prevail over the Terms and Conditions of Use (hereinafter referred to as "TCU") if a contradiction should appear 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 Infomaniak provides a platform for storing, sharing and synchronising data.

2.2 The following limitations apply to the Service:

Free offer / Solo Team Pro

- a. Bandwidth 200GB / day / user / 1000GB / day / user
- b. Permitted shares 200 / 1000
- c. Maximum number of files per kDrive 300'000
- d. Maximum number of files per folder 50'000
- e. Maximum number of sub-folders 1'000
- f. Maximum size per file 50GB
- g. Maximum number of downloads per file per day 50'000 / user / 100'000 / user

The maximum number of files per kDrive (point c.) is not a fixed limit. However, if this limit is exceeded, Infomaniak will no longer be able to guarantee the stability of the storage system and the kDrive application.

2.3 Depending on the Package chosen, the Customer can invite Users and define the extent to which they can use the content of the kDrive by granting them specific rights. Depending on the rights granted, the Users may, in turn, share the content and transfer to other Users the ability to control this content.

2.4 Items moved to the Recycle Bin are automatically deleted as follows according to the selected Offer: • every 30 days for the Free Offer; • every 90 days for the paid Offers (Solo, Team, and Pro). The date of deposit in the basket is decisive. In all cases, the Customer has the option to set an additional retention period for items placed in the Recycle Bin from the kDrive Settings section.

Article 3 - Invoicing

3.1 The amount to be paid for the kDrive Service is set out on the Site and during the service ordering process.

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 will not be able to carry out the renewal requested by the Customer and the devices that attempt to send files will cease to be synchronised. In this case, Infomaniak will suspend the Service one (1) day after the end of the contract and will delete it after a further thirteen (13) days, i.e., fourteen (14) days after the end. The deletion of the Service will imply a definitive and non-recoverable deletion of the data saved until then.

3.4 In-app purchases

3.4.1 When the customer chooses to use the Apple App Store, the management of the invoicing, the offer (or offers) and/or the renewal goes through the App Store. Infomaniak does not have control over these processes and the Customer is therefore subject to the App Store conditions for these specific processes. As such, the support relating to these processes is the exclusive responsibility of Apple.

3.4.2 Use of the Service remains subject to these Terms.

Article 4 - Infomaniak's obligations and responsibilities

4.1 Infomaniak undertakes to carry out all the tasks incumbent upon it in accordance with these Special Conditions, with all the attention and the degree of competence required.

4.2 The Customer is informed that this Service is subject to an obligation of means and that Infomaniak's intervention within the framework of the subscription of a contract relating to the kDrive is limited to the provision of the software and network resources necessary for the supply of the Service. Within the limits authorized by the law in force, Infomaniak and its suppliers cannot guarantee the absence of errors or interruptions in the functioning of the Service or the related software and Infomaniak does not offer any guarantee concerning the suitability of this Service in relation to the needs of the Customer.

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

4.4 Infomaniak reserves the right to interrupt or limit its Services to the Customer to carry out 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 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 - Customer's obligations and responsibilities

5.1 The Customer is solely responsible for the files transmitted on the kDrive service and assumes all risks associated with them, including those related to intellectual property or any other legal claims. By using and storing files on the kDrive service, the Customer understands and declares that he/she has the necessary rights to this data.

5.2 The Customer is responsible for the proper configuration and use of the kDrive. They are responsible for implementing their own measures to maintain appropriate security, protection, backup and availability of their data, which may include the use of encryption technology to protect their data from unauthorized access and the archiving of such content.

5.3 In respect of any standard software and any other software developed or provided by third parties, the Customer agrees to accept and comply with the terms and conditions applied by third parties to the rights of use, licence and service associated with such software.

Article 6 - Backup and location of data

6.1 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.

6.2 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 immediate, definitive and irrecoverable deletion of all data contained on the Server. The Customer shall take care to proceed to the prior repatriation of all his data in the event of early and voluntary termination.

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>.

Review of 25/04/2023