

## 1. Scope of application

1.1 These Special Terms and Conditions, which supplement Infomaniak's General Terms and Conditions of Use (hereinafter referred to as the "GTCUs"), aim to define the terms and conditions under which Infomaniak Network SA (hereinafter referred to as "Infomaniak") undertakes to provide the Customer with a service and an application (hereinafter referred to as "Infomaniak Check") that facilitates and validates the process of verifying the identity of the Customer or of the users of the Customer.

1.2 The Infomaniak Check service may be used in accordance with Infomaniak's GTCUs only.

1.3 These Special Terms and Conditions shall take precedence over the GTCUs should these documents contradict one another.

## 2. Description and scope of the service

2.1 Infomaniak provides its Customers with a mobile application compatible with iOS and Android operating systems that is used to transmit identity documents and geolocation information necessary for the validation of an identity verification procedure.

2.2 Identity verification via Infomaniak Check can be requested in the following scenarios:

- Ordering a service
- Resetting login credentials
- Blocked account
- Disablement of the two-step authentication service
- Repayment of an advance (ticketing service)
- Request for refund or re-credit from the prepaid account
- Verification of Customer details in accordance with our GTCUs

2.3 The following prerequisites and access rights to the functionalities of your mobile phone may be necessary for the Infomaniak Check application to function:

- An internet connection (required to send identity documents)
- Access to the phone's camera (required to scan the QR code and take photos of identity documents)
- Access to the phone's geolocation system
- Receiving SMS text messages

These authorisations are required to carry out the identity verification procedure.

2.4 Use of the Infomaniak Check application is possible only if you have a link or QR code that is compatible with the application. This information is provided only for the procedures outlined in

## 3. Data location

3.1 The data sent to Infomaniak is used for the identity verification process only.

3.2 Once the information has been sent to our customer support team, Infomaniak undertakes to process the request within 2 hours (during the customer support opening hours). This information will be kept until your case is fully processed. The data transmitted will in any case be automatically deleted after 72 hours in the event that your request is not processed.

3.3 The Customer has the right to have this data rectified and/or deleted by contacting Infomaniak's customer support.

3.4 Infomaniak guarantees that the data shall be located in Switzerland. All data that the Customer transmits to Infomaniak is stored and hosted exclusively in data centres managed entirely by Infomaniak and based in Switzerland.

## 4. Infomaniak's duties and responsibilities

4.1 While Infomaniak ensures that the service offered by the Infomaniak Check application functions properly, is secure and is updated, it cannot be held liable in the event of problems arising from improper handling and/or use of the application by the Customer.

4.2 Moreover, Infomaniak undertakes to guarantee the Customer the confidentiality and security of the information transmitted via the Infomaniak Check application.

## 5. The Customer's duties and responsibilities

5.1 The Customer is solely responsible for downloading, installing and using the Infomaniak Check application and for uploading the documents transmitted.

5.2 The Customer confirms the validity and legitimacy of the documents transmitted via the application.

5.3 The Customer must ensure that their application is kept up-to-date by downloading the latest updates as soon as they are available on the Google Play Store platform for Android phones or on the App Store for iOS phones.

5.4 The Customer undertakes never to transmit to a third party a link or QR code received by email or generated from the Infomaniak web page used to recover login credentials.

## 6. Limitation of liability

6.1 The Customer understands and accepts that Infomaniak shall not be held liable vis-à-vis the Customer for any loss (including indirect, accidental, specific or consequential damages) incurred by either party due to loss, theft, unauthorised disclosure, unauthorised manipulation, alteration, loss of use or any other compromise concerning the usernames (logins) or passwords that the Customer uses.

Review of 28/05/2020