infomaniak

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 Free Email Address Service (hereinafter referred to as "Free Email Address") offered by Infomaniak. They complete but shall 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 offers a free email address with no time limit as well as a storage space (kDrive).

2.2 Free email addresses offer 20 GB of storage space for messages, the maximum size of attachments sent is 25 MB in IMAP and 3 GB via Webmail (https://mail.infomaniak.com). The maximum size of attachments received is 200 MB.

2.3 The use of the storage space is governed by the kDrive Special Conditions available on the Infomaniak Site.

Article 3 - Invoicing

3.1 The Services provided under this Offer are free of charge.

3.2 The Customer has the possibility, at any time, to switch to paying Offers from his Administration Console. The rates, as indicated on the Infomaniak Site, and the Conditions, as defined in the article "Terms of payment" of the TCU, then apply.

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 due care and with the required degree of competence.

4.2 The Customer is informed that Infomaniak's intervention within the framework of the subscription of a contract relating to the Service is limited to the provision of the material and network resources necessary for the correct operation of the Service. The Service is provided as is and the Customer accepts not to hold Infomaniak responsible nor to ask for compensation for any damage that could, despite all the efforts made by Infomaniak to ensure the correct functioning of

the Service, lead to loss of use, loss of data or loss of profits linked to the execution of the present Service.

4.3 Infomaniak reserves the right to interrupt or limit its services to the Customer, to carry out a technical intervention to improve its operation.

4.4 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 cancel the service and/or terminate the Contract immediately and by right, without prejudice to the right to any damages that Infomaniak may claim.

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

Article 5 - Customer's obligations and responsibilities

5.1 The Customer is solely responsible for the use made of the Service.

5.2 The customer undertakes to use the Message Service in the normal course of business.

5.3 In accordance with the article "Obligations and responsibilities of the Customer" present in the TCU, the distribution of unsolicited emails is totally forbidden. To this end, Infomaniak has put in place a system of technical measures intended to combat the sending of fraudulent electronic messages as well as the practice of SPAM sent from its infrastructures. This operation is carried out regularly and completely automatically. If Infomaniak identifies as SPAM the sending of electronic messages from the Customer's email address, Infomaniak will be authorized to suspend and terminate the Service immediately.

5.4 Although Infomaniak backs up emails every day on several servers in different datacenters, it is the Customer's responsibility to keep a backup of his emails.

5.5 The Customer understands and agrees that Infomaniak will not be liable to the Customer for any loss, including indirect, incidental, special or consequential damages, incurred by either party as a result of the loss, theft, unauthorized disclosure, unauthorized manipulation, alteration, deprivation of use or any other compromise of the identifiers or passwords used by the Customer.

5.6 The Customer is solely responsible for any configuration of an email address that may lead to unsolicited behaviour by the Customer or a loss of emails. This includes the setting up of filters, redirections, answering machines, etc., or a specific configuration not recommended by Infomaniak via its guides or its Support.

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.

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.

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