

## 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 kSuite Service (hereafter "kSuite") 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 suite of Services and Applications for productivity and online collaboration. The Services and Applications integrated into the kSuite are: • kMail; • kDrive; • kMeet; • kChat; • Calendar; • Contacts; • Swisstransfer; • kPaste; • Custom Brand (corporate offer). The use of each of the above-mentioned Services and Applications is governed by special conditions dedicated to them, which can be consulted below or available on the Infomaniak Site.

2.2 Each Organization may only have one kSuite and it cannot be transferred to another Organization.

2.3 A kSuite must be linked to a domain name, already present on the Organization or created when the kSuite is ordered, and for which the invoicing methods are specific and framed by the Special Conditions for Domain Names available on the Infomaniak Site.

2.4 It is not possible to change the domain name attached to a kSuite during the course of the contract. To do so, it is necessary to terminate the kSuite and order a new one with the desired domain name, with all the related implications regarding the Services activated with the kSuite (emails, kDrive, etc.). Termination of the kSuite results in termination of the Services and Applications linked to the kSuite. All data in the kSuite will be deleted.

2.5 It is not possible to transfer data from one kSuite to another kSuite.

2.6 The Customer has the possibility to manage the kSuite, as a continuation of the order, when each of the related Services and Applications is activated on the Organization. Thus, a kSuite is linked to the activation period of a domain name (which varies according to the extension) if the order of the latter is placed at the same time as the order of the kSuite.

2.7 To the fullest extent permitted by applicable law, ownership of all data (email, kDrive data, calendars, chat histories and address books) created by Users of the kSuite is vested in the Organization operating the Service.

2.8 Thus, upon deletion of a User from the kSuite, the User is detached from the Organization. The Organization will have the option of recovering all data (email, kDrive, calendars, contact books and kChat chat history) of the User in question or deleting them.

## Article 3 - Services and applications

3.1 kMail (Mail service) The Terms of Use of the Service can be consulted on the Infomaniak website.

3.2 kDrive The Terms of Use of the Service can be consulted on the Infomaniak website.

3.3 kMeet The Terms of Use of the Service can be consulted on the Infomaniak website.

3.4 kChat

3.4.1 The Service is an instant messenger controlled by the manager(s) and/or administrator(s) of the kSuite.

3.4.2 Each kSuite User has access to the Organization's kChat.

3.4.3 Each user of kChat, whether a user of the kSuite or an external user, is bound by these Terms and Conditions and the TOS.

3.4.4 To the extent permitted and allowed by applicable law, all data transmitted through the Service shall belong to the Organization responsible for the Service.

3.4.5 The User has the possibility to add, under his own responsibility, integrations as proposed in the Service.

3.5 Calendar The Terms of Use of the Service are detailed in the Workspace Special Conditions document.

3.6 Contacts The Terms of Use of the Service are detailed in the Workspace Special Conditions document.

3.7 Swisstransfer The Terms of Use of the Service can be consulted on the Infomaniak website.

3.8 kPaste The Terms of Use of the Service can be consulted on the Infomaniak website.

3.9 Custom Brand The Terms of Use of the Service can be consulted on the Infomaniak website.

## Article 4 - Migration

4.1 Subject to the availability of the procedure, the Customer has the possibility to migrate a kDrive and/or a Mail Service, activated on his Organization, to a kSuite.

4.2 In case of migration of a Mail Service, the domain name associated with it will necessarily be the domain name associated with the kSuite.

4.3 Any migration is irreversible. For example, the Customer must necessarily order a new kDrive and transfer the data to this new kDrive if he wishes to have an independent kDrive. The Customer will then have a kDrive linked to the kSuite and an independent kDrive.

## Article 5 - Invoicing

5.1 The applicable rates for the kSuite Service are set out on the Site and during the Service order process.

5.2 Details of the billing process are set out in the TCUs in the Payment Terms section.

5.3 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 renewal price fixed in the tariff, Infomaniak will not be able to renew the Service. In this case, Infomaniak will suspend the Service, and the applications linked to it, one (1) day after the end of the contract and will remove it after a further ninety-nine (99) days, i.e., one hundred (100) days after the end. The Customer will have the opportunity to retrieve the deleted data within six (6) days after the deletion. After this period, the data will be unrecoverable. It should be noted that the suspension and deletion concern the products and applications directly linked to the Service (Mail Service, kDrive, Calendar and kChat). The domain name linked to the Service, which has specific billing and suspension and deletion conditions, is not concerned here.

## Article 6 - Infomaniak's obligations and responsibilities

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

6.2 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.

6.3 The Service is provided as is and the Customer agrees not to hold Infomaniak responsible or claim compensation for any damage that may, despite all the efforts made by Infomaniak to ensure the proper functioning of the Service, lead to loss of use, loss of data or loss of profits linked to the performance of this Service.

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

## Article 7 - Customer's Obligations and responsibilities

7.1 The Customer is solely responsible for the use of the Service, including any risks associated with it, including those relating to intellectual property or other legal claims.

7.2 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.

## **Article 8 - Backup and location of data**

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

8.2 The Customer acknowledges that any termination, whether as a result of non-payment or voluntary or involuntary action on the part of the Customer, may result in the immediate and definitive deletion of all data linked to the Service. To this end, the Special Conditions specific to the Applications shall prevail. The Customer shall take care to make a prior backup of all his data in the event of voluntary and early termination of the Service.

## **Article 9 - Privacy Policy**

9.1 Full details of the Privacy Policy can be found on the website <https://www.infomaniak.com/en/legal/confidentiality-policy>.

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