

Article 1 - Scope of application

1.1 Capitalized terms shall have the meanings set out in this Agreement or, in the absence thereof, the definitions set out in the Infomaniak Lexicon available on the Infomaniak Site.

1.2 The Special Terms and Conditions apply without restriction or reservation to the Premium Support Service (hereinafter referred to as « Support ») offered by Infomaniak. They supplement but take precedence over the General Terms and Conditions of Use (hereinafter referred to as "GTCU") if a contradiction should arise between these documents.

1.3 In accordance with the GTCU and the terms and conditions set out therein, these Special Terms and Conditions may be amended in order to take into account, in particular, any legal, jurisprudential or technical developments.

Article 2 - Description and scope of the Service

2.1 Infomaniak provides an advanced Support and Counseling Service enabling the Customer to benefit from extensive and personalized assistance with regard to the Offer subscribed to.

2.2 The Service is linked to the Organisation on which it is ordered and is not transferable to another Organisation.

2.3 Regardless of the Offer to which the Customer subscribes, « Support » means any action undertaken by Infomaniak using specific tools and procedures aimed at responding to a request from the Customer and/or resolving a problem and/or incident related to the Services offered by Infomaniak. In all cases, intervention by Infomaniak shall be limited to actions that fall within its scope of intervention, i.e. diagnosing the problem encountered by the Customer. By way of example, any other action such as the modification of third party applications or developed by the Client, or the development of internet sites (webmastering) is outside the scope of the support that can be provided by Infomaniak. The Customer must contact professionals in the relevant sectors for such requests.

2.4 Whatever the Offer, counseling and guidance means the follow-up of the Customer by one of Infomaniak's experts with regard to a specific situation or problem such as, but not limited to, a production start-up, a launch follow-up or a technical implementation and which involve Services subscribed to with Infomaniak.

2.5 Customers who have subscribed to a paying offer are given a unique identifier (or "VIP" code) to identify themselves to Infomaniak each time they request Support. This identifier can only be used within the Organisation by the Organisation's Users and for the Services active within the Organisation.

2.6 Organisations that have subscribed to a Pro or Enterprise Offer will have their Support requests supervised by an Account Manager (L2) for the Pro Offer and an Account Manager (L2) and a Technical Manager (L3) for the Enterprise Offer. Depending on availability and emergencies that arise, Support requests may be handled, at least initially, by employees other than the designated referents.

2.7 Organisations that have subscribed to a Pro or Enterprise Offer on a monthly renewal basis may use Support hours, as well as Counselling hours, on credit and in anticipation of future months (« additional hours »), up to the number of hours that their subscription grants each month and for a maximum of three (3) months. In the event of termination of the Service, any additional hours of Support and/or Advice will be invoiced to the Customer at the hourly rate of three hundred and fifty francs/Euros (CHF or EUR 350/hour). Furthermore, unused hours of Support and Counseling cannot be accumulated and cannot be claimed beyond the month in which they could be used.

2.8 Organisations that have subscribed to a Pro or Enterprise Offer, and whose renewal is on an annual basis, may use the hours of advice and support provided for in their Offer, on credit and up to the total number of cumulative hours granted by their subscription. Any excess of this number of hours will be invoiced at the hourly rate of three hundred and fifty francs/Euros (CHF or EUR 350/hour).

Article 3 - Invoicing

3.1 The amount to be paid for the Service is indicated on the Site and when ordering the Service.

3.2 The price of the Pro and Enterprise Offers is annexed to the Organisation's expenses, excluding tax. Thus, the price at the time of ordering, or renewal, will be the higher of the following amounts according to the periodicity chosen: 1) a percentage of the monthly or annual value of the Organisation's Services; 2) the minimum price as indicated on the sales page.

3.3 For subscriptions made on a monthly basis, Infomaniak will adjust the invoice per month in the light of the expenses incurred during the past calendar month. If the percentage specified in the Offer, applied to the total amount for the past month, exceeds the minimum price of the Offer, then the amount resulting from the percentage will be invoiced.

3.4 For subscriptions made on an annual basis, in the event of a significant change in the expenditure made by the Client over the past period, I reserves the right, at the end of the subscription period, to invoice a retroactive amount and to readjust the price of the chosen Offer for the coming period.

3.5 The minimum initial commitment is for a period of six (6) months during which the Customer will have to pay for renewals on a monthly basis. For this purpose, it is necessary for the Customer to register a valid credit card at the time of the initial order. Cancellation before the end of the initial period is possible and the remaining amounts remain due.

3.6 Once the initial period has expired, the Service is renewed tacitly on a monthly basis and the Customer has the option of switching to an annual renewal.

3.7 The Customer may change his Offer at any time to a higher Offer. The price of the change of Offer will be calculated on a pro rata basis for the current period.

3.8 Details of the invoicing process are set out in the GTCU in the Payment Terms section.

Article 4 - Infomaniak's obligations and responsibilities

4.1 Within the framework of the subscription to this Service, Infomaniak is not subject to any guarantee of results. By result is understood the objective as expected by the Customer at the time of the request for Support. Infomaniak also reserves the right to refuse any request that it deems, in good faith, to be outside its scope of intervention.

4.2 The maximum response times corresponding to the various Offers are to be understood as the maximum time for handling the initial Support or Consultancy request during the Support hours as indicated in the Offer subscribed to. The maximum response times may not be respected in the event of particular situations such as, but not limited to, a general breakdown, total unavailability of the Services or any other case of Force Majeure.

4.3 Infomaniak cannot be held responsible for any negative consequence, consecutive to a request for Support or advice given by Infomaniak, such as, but not limited to, any loss, including indirect, accidental, specific or consecutive damage. The Customer remains solely responsible for the application of the advice obtained in the context of exchanges with an Infomaniak representative.

4.4 In case of misuse of the 24/7 Emergency call, Infomaniak reserves the right to terminate the Service with immediate effect.

Article 5 - Customer's obligations and responsibilities

5.1 The Client undertakes to use the Service only in the context of issues relating to the Services subscribed to within its Organisation.

5.2 The Customer undertakes to only use the 24/7 Emergency Call in the event of problems linked to the infrastructure and requiring an intervention from Infomaniak.

Article 6 - Privacy policy

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

Review of 01/03/2023
