

## 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 reservation to the Custom Brand Service (hereinafter referred to as "Custom Brand") 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 provides a customisation service for Infomaniak applications (kDrive, kMeet, Mail, Contacts, Calendar, SMS, and the Manager).

2.2 The Customer may customise the connection URLs linked to eligible applications with a domain name, which it manages in its Administration Console, and customise the connection or access pages of said applications.

2.3 The Customer may test the Service free of charge for one hundred (100) days.

## Article 3 - Invoicing

3.1 The amount to be paid for the Custom Brand Service is set out on the Site and during the order process for the Service.

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 service. However, it is the responsibility of the Customer to respect the deadlines. 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. In this case, the deletion of the Service, taking place one hundred (100) days after the expiry date, will imply a deactivation of the personalised links as well as the personalisation of the connection pages to the applications.

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

4.3 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 remains responsible for ensuring the suitability of the Service for its business and the purpose for which it was purchased.

## **Article 6 - Property**

6.1 The Custom Brand personalisation service does not represent, in any case, a form of partnership between Infomaniak and the Customer. The latter may not claim any form of ownership or rights regarding the personalised services and Infomaniak remains the sole and unique owner of the personalised services.

Review of 25/04/2023