

## 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 VOD / AOD Service (hereinafter referred to as "VOD") 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 data storage platform in order to save, host, restore and distribute video and audio files supplied by the Customer on this platform.

2.2 The Customer may test the Service free of charge for thirty (30) days by subscribing to the Demo Pack. This offer is limited to five (5) media and 1TB of storage space and bandwidth, non-modifiable.

## Article 3 - Invoicing

3.1 The amount to be paid for the VOD / AOD Service will be indicated on the Site and during the Order process.

3.2 Details of the billing process are set out in the T&Cs in the Payment Terms section.

3.3 The amount of data corresponds to the sum of the storage space used and the consumption of the past month (viewers/listeners/viewers). Any overrun of the quota will be invoiced the following month according to the rates of the Offer chosen by the Customer and any Giga Byte started will be invoiced in its entirety.

3.4 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 cannot carry out the renewal requested by the Customer. In this case, Infomaniak will suspend the Service seven (7) days after the end of the contract and will cancel it after a further ninety-three (93) days, i.e. one hundred (100) days after the end of the contract. The deletion of the Service will imply a definitive and non-recoverable deletion of the data saved until then.

## 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 in the context of the subscription to a contract relating to VOD/AOD is limited to the provision of the material and network resources necessary for the Service.

4.3 Infomaniak reserves the right to interrupt or limit its services to the Customer, in order 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 remove the Service and/or to immediately terminate the Contract, 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 files transmitted on the Service and assumes all risks associated with them, including those related to intellectual property or any other legal claims.

5.2 In respect of any standard software and any other software developed or provided by third parties, the Customer agrees to accept and abide by the terms and conditions applied by third parties to the rights of use, licence and service associated with such software.

## **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.

6.2 The Customer is responsible for the proper configuration and use of the Service. It is responsible for implementing its own measures to maintain appropriate security, protection, backup and availability of its content.

6.3 The Customer acknowledges that any termination, whether as a result of non-payment or voluntary or involuntary action on his part, will result in the immediate, definitive and irrecoverable deletion of all data contained in the Service. The Customer shall take care to repatriate all his data in advance in the event of early and voluntary termination.

## **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>.

