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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.com website.

1.2 The Special Conditions apply without restriction or reserve to the use of the Workspace (hereafter "Workspace") offered by Infomaniak. They complete the kMail and kSuite Special Conditions as well as the Terms and Conditions of Use (hereafter referred to as "TCU") but will prevail over the latter 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 workspace composed of several Applications (Mail, Calendar and Contacts) and Tools (kMeet and Swisstransfer). Each Application and Tool is subject to specific Special Conditions.

2.2 The Customer has the possibility of adding one or more email addresses to his Workspace, as long as these addresses are hosted by Infomaniak.

2.3 For security reasons, any modification of the Workspace access password, carried out via the login recovery procedure available on the login page, will result in the detachment of each of the attached email addresses. The Customer will then have to reattach each of the email addresses using the password of each of the addresses.

Article 3 - Applications and Tools

3.1 Webmail Mail is a space for reading and sending emails dedicated to the addresses hosted by Infomaniak. The Customer has the possibility of attaching one or more email addresses to it. The use of email addresses is governed by the Special Terms and Conditions of Mail Service available on the Infomaniak Site.

3.2 Calendar Infomaniak provides the Customer with a calendar tool allowing the Customer to add and manage events.

3.3 Contacts Infomaniak provides the Customer with a tool that allows the management of Contacts and that interacts with the other applications (Webmail and Calendar)

3.4 Swisstransfer The Special Conditions are available on the swisstransfer.com website.

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3.5 kPaste The Special Conditions are available on the Infomaniak website.

3.6 kMeet The Special Conditions are available on the Infomaniak website.

3.7 kChat The kChat Terms and Conditions are available in the kSuite Special Conditions.

Article 4 - Infomaniak's obligations and responsibilities

4.1 Infomaniak reserves the right, without prior notice, to suspend or close down temporarily or permanently all or part of the Website or all or part of the access to the Workspace in order to carry out, in particular, updates or any other maintenance operation.

4.2 Infomaniak reserves the right, without prior notice, to suspend or close temporarily or definitively access to the Customer's Workspace, particularly if the latter: • compromises or attempts to compromise the quality of the Service or the safety of a Third Party; • behaves in a way that affects the integrity of the workspace.

4.3 Infomaniak reserves the right to make any changes and improvements to the Site and the Workspace that it deems necessary or useful for the proper functioning of its Site and the Workspace.

4.4 Infomaniak shall not be held responsible for: • Any loss of data and/or content; • the disruption or inability of the Customer to access the workspace; • any fraudulent and abusive use or disclosure, whether voluntary or not, of the access codes to the workspace;

Article 5 - Customer's obligations and responsibilities

5.1 The Customer is solely responsible for ensuring that the workspace is suitable for its own needs, that it is implemented and that it has the necessary skills to use the space.

5.2 In addition, this responsibility extends to any person with whom the Customer shares one or more Workspace Tools (address book, calendar, etc)

5.3 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.

Review of 25/04/2023