

## 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 These Special Conditions complete the Terms of Use as well as the Special Conditions for Web Hosting and Managed Cloud Server and apply without restriction or reserve to the My WordPress Site Application. They shall prevail over the General Terms of Use and the Special Terms 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 As part of the provision of the Web Hosting Service or the Managed Cloud Server, Infomaniak makes available to the Customer a non-premium Application called My WordPress Site allowing the installation of WordPress on a Web hosting space provided for this purpose, as well as the possibility of using themes provided specifically for the Application.

## Article 3 - Infomaniak's obligations and responsibilities

3.1 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.

3.2 Infomaniak shall endeavour to offer the tool in its latest version.

3.3 The Application made available represents an additional free service offered on a voluntary basis. Infomaniak does not provide any assurance or guarantee concerning the stability, reliability, quality, suitability for a specific use or specific results of the Application and refuses any responsibility in this respect.

## Article 4 - Customer's obligations and responsibilities

4.1 By making content available through My WordPress Site, the Customer warrants that it is not in violation of the Special Terms and Conditions that it agreed to when subscribing to the Web Hosting Service or Managed Cloud Server.

4.2 The Customer is responsible for the content of the site and for maintaining its security. The Customer furthermore undertakes to:

- apply security updates to the tool, modules and any other element related to the tool;
- observe the licence conditions of the providers/producers for the

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applications used; • to use the themes supplied by Infomaniak only on Infomaniak hostings and not to use them again if the host changes; • delete/uninstall any application that is no longer needed or used.

4.3 Minor or critical updates are done automatically, major updates are available in the WordPress control panel as soon as they are released. It is the Customer's responsibility to keep the version of WordPress used up to date.

Review of 25/04/2023