

1. Scope of application

1.1 These Special Terms and Conditions, which supplement Infomaniak's General Terms and Conditions of Use (hereinafter referred to as the "GTCUs"), aim to define the terms and conditions under which Infomaniak Network SA (hereinafter referred to as "Infomaniak") undertakes to provide the Customer with a service and an application that will strengthen the security of their account through two-step authentication (hereinafter referred to as "Infomaniak Auth").

1.2 The "Infomaniak Auth" service may only be used in accordance with Infomaniak's GTCUs.

1.3 These Special Terms and Conditions shall take precedence over the GTCUs should these documents contradict one another.

2. Description and scope of the service

2.1 Infomaniak shall provide the Customer with a mobile application that is compatible with the "iOS" and "Android" systems and that allows them to receive a push notification (asking whether or not to authorise login) for each attempt made to log into their customer account.

2.2 While the Infomaniak Auth application requires an internet connection to work with the push notification system, it also has a validation code authentication (OTP) feature that allows it to work if a network is unavailable. This OTP authentication system works exclusively with Infomaniak services and cannot be used with other platforms that use double authentication.

2.3 By activating this service, the Customer authorises Infomaniak to send notifications to their mobile phone for each login attempt.

3. Data location

3.1 To allow push notifications to be sent, the Customer authorises Infomaniak to keep information enabling identification of their mobile phone(s) exclusively on its secure Swiss hosting solutions.

3.2 The Customer has the right to rectify this data and/or to erase this data directly from their customer account.

4. Infomaniak's duties and responsibilities

4.1 While Infomaniak ensures that the service offered and the Infomaniak Auth application work properly, are secure and are updated, it cannot be held liable in the event of problems arising from the Customer handling the application improperly (e.g. deleting it accidentally), from their username or their mobile phone being stolen or from any other misuse of the Infomaniak Auth application.

5. The Customer's duties and responsibilities

5.1 The Customer is solely responsible for downloading, installing and using the Infomaniak Auth application.

5.2 The Customer is advised to activate the application's "Touch ID" security option to block use of the application in the event of their mobile phone being stolen or lost.

5.3 The Customer must ensure that their application is kept up-to-date by downloading the latest updates as soon as they are available on the Google Play Store platform for Android mobile phones or on the App Store for iOS mobile phones.

5.4 The Customer confirms that they have saved a copy of their emergency codes, which will be essential for them logging into their account if their mobile phone is lost, stolen or broken. The Customer will be informed of these codes when configuring the Infomaniak Auth application.

6. Limitation of liability

6.1 The Customer understands and accepts that Infomaniak shall not be held liable vis-à-vis the Customer for any loss (including indirect, accidental, specific or consequential damages) incurred by either Party due to loss, theft, unauthorised disclosure, unauthorised manipulation, alteration, loss of use or any other compromise concerning the username or passwords that the Customer uses.

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