infomaniak

Specific Terms – Public Cloud

Article 1 – Scope

1.1 These specific terms and conditions (the “CP”) apply to the Public Cloud service (the “Public Cloud”) provided by Infomaniak.

1.2 They supplement the General Terms and Conditions of Use (the “CGU”) available on Infomaniak’s website. In the event of a conflict between the CP and the CGU, the CP shall prevail.

1.3 Capitalized terms have the meaning defined in the CGU or, failing that, in the Infomaniak Glossary available on Infomaniak’s website.

1.4 Infomaniak reserves the right to amend these CP in accordance with the arrangements set out in the CGU, in particular to reflect legal, technical, or case-law developments.

Article 2 – Service Description

2.1 As part of providing the Public Cloud, Infomaniak makes available to the Customer a wide range of Resources on a shared cloud infrastructure for various use cases, the configurations and characteristics of which are described and available online on Infomaniak’s website. These Resources correspond to different combinations in terms of CPU capacity, memory, storage and networking. Access to Resources cannot be guaranteed and is subject to their availability at the time of ordering.

2.2 The Customer is the sole administrator of its Resources and may, at any time, manage and/or subscribe to additional Resources (instances, load balancers, volumes, etc.) and manage billing related to Resource consumption from the Administration Console.

2.3 Use of the Service begins with a trial period in the form of a Free Tier. This is a one-time amount offered until the amount is exhausted and for a maximum period of three (3) months. It operates as a discount applied to issued invoices. It is granted only once per Organization when ordering the first Public Cloud. It cannot be modified for a specific Organization and the Customer is not entitled to an extension of the amount. Subsequent orders will not give rise to a new Free Tier.

Article 3 – Billing

3.1 The prices applicable to the Public Cloud are available on Infomaniak’s website and during the ordering process.

3.2 The Customer is required to use a credit card at the time of ordering the Public Cloud.

3.3 Billing is calculated based on the effective monthly consumption of the Resources and associated elements selected by the Customer. Each period runs from the first to the last day of the month.

3.4 Billing for Resources begins from the first second of use and is rounded up to the next started full hour.

3.5 Infomaniak does not guarantee any specific timeframe for making Resources available between the Customer's request and their effective availability. Waiting time before availability is not billed. Similarly, Infomaniak does not guarantee any specific timeframe for the complete shutdown of Resources between the Customer's request and the effective end of their execution. However, shutdown time is billed until the effective termination of the Service.

3.6 The Customer using the Public Cloud agrees to be billed by Infomaniak in the following month, usually on the first day of each month following the consumed period.

3.7 In the event of a failed debit, Infomaniak will inform the Customer. The Service is blocked on D+7 and automatically terminated on D+14.

3.8 During a block, billing related to storage Resources (Object Storage, Block Storage, Snapshots and Backups) continues.

3.9 Reactivation of the Service after payment remains subject to Resource availability.

Article 4 – Infomaniak's Liability

4.1 Infomaniak undertakes to perform all tasks incumbent upon it under these CP with due care and the required level of competence.

4.2 Infomaniak's role is limited to providing hardware and network Resources. Use, management and content are exclusively the Customer's responsibility.

4.3 Infomaniak reserves the right to interrupt or limit its Services to the Customer in order to carry out technical work or maintenance.

4.4 In the event of abusive use or use impacting the infrastructure, Infomaniak reserves the right to suspend or terminate the Service immediately and, by operation of law, terminate the Contract, without prejudice to its right to claim any damages.

4.5 In the event of bandwidth consumption exceeding 100 TB per month, Infomaniak may suspend the Service. In that case, Infomaniak will contact the Customer to request a justification and, where appropriate, propose the implementation of a specific contract adapted to this type of use.

4.6 Infomaniak provides no guarantee regarding the consequences of the Customer's use of the Service.

Article 5 – Customer’s Liability

5.1 The Customer assumes full responsibility for:

- the content and legality of the installed data;
- the activity generated via its Resources, its end users, its subcontractors and associated third parties.

5.2 The Customer undertakes to comply with the licenses and terms applicable to third-party software installed.

5.3 The installation of applications/scripts that could compromise the normal function or security of the network is not permitted. In particular, the execution of the following processes is prohibited:

- file-sharing services (Peer-to-Peer software);
- brute-force programs/scripts/applications;
- mail bombs/spam scripts;
- bots, bouncers, IRC services;
- port scanning (sniffing, spoofing, etc.);
- any activity related to cryptocurrencies;
- disputed conduct such as traffic exchanges (HitLeap, Jingling);
- black-hat SEO (including downloading and reuploading videos to online video platforms, among others);
- providing “debrid” services intended to enable large-scale downloading from file-hosting platforms;
- configuration of a public VPN.

This list is not exhaustive and, in case of doubt, it is the Customer’s responsibility, before installing an application/script, to verify whether activation is permitted by Infomaniak.

5.4 The Customer understands and accepts that Infomaniak shall not be liable to the Customer for any loss, including indirect, incidental, special or consequential damages, incurred by either party due to loss, theft, unauthorized disclosure, unauthorized manipulation, alteration, loss of use, or any other compromise relating to the credentials or passwords used by the Customer.

5.5 The Customer accepts that use of the Service involves transmission over the Internet and other networks that are not exclusively under Infomaniak’s control. The Customer is responsible for the protection and encryption level of its data, accepts the risks associated with electronic communications and the possibility of access by unauthorized third parties, and accepts that Infomaniak shall not be liable for any loss, theft or damage.

5.6 No physical access to servers is granted to the Customer.

Article 6 – Microsoft Licenses

6.1 Infomaniak makes available to the Customer versions of Microsoft Windows Server with integrated licenses. These licenses, exclusively managed and held by Infomaniak, are billed automatically. They are active only during the use of a corresponding instance and end upon deletion of that instance.

6.2 Use of the Customer's personal licenses ("Bring Your Own Licenses") is not permitted. In the event of use of the Customer's own license or an evaluation version, Infomaniak will automatically bill the corresponding license.

6.3 If the Customer uses Microsoft software within Windows Server that requires License Mobility, such as Microsoft SQL Server, Microsoft SharePoint Server or Microsoft Exchange Server, the Customer must provide Infomaniak with the Software Assurance document. If the document is not provided when the instance is created, and also upon renewal of the Software Assurance, Infomaniak shall be entitled to interrupt the instance without prior notice.

Article 7 – Data, Backups, Logs and End of Service

7.1 Data

All data transmitted by the Customer to Infomaniak is stored and hosted exclusively in data centers located in Switzerland and owned by Infomaniak.

7.2 Backups

Infomaniak does not perform automatic backups of Customer data. Implementing and managing backups is solely the Customer's responsibility. The Customer must ensure the security, protection, backup and availability of its data. For this purpose, Infomaniak provides an appropriate solution such as Swiss Backup.

7.3 Logs

7.3.1 As part of the Service, Infomaniak provides the Customer with a system event log relating to instances (e.g., start, stop, state change, etc.).

7.3.2 The Customer remains solely responsible for implementing, managing and retaining logs related to the components, software or services it installs or deploys on its instances.

7.3.3 Infomaniak retains administration logs for the infrastructure under its responsibility. These logs, relating in particular to actions performed by Infomaniak administrators, are secured and retained for a period of one (1) year, in accordance with legal requirements and good traceability and security practices.

7.3.4 Infomaniak cooperates with the Customer where there is a need to collect digital evidence, within the limits of its scope of intervention on the Public Cloud infrastructure.

7.3.5 The Customer remains solely responsible for collecting and preserving evidence at the level of its own systems, applications and data.

7.3.6 Any request for preservation or extraction of data must be sent via a secure channel, must specify exhaustively the elements concerned, and must be made sufficiently early to allow extraction before automatic deletion.

7.3.7 Infomaniak's response to such a request is subject to verification of its legitimacy and compliance with applicable law.

7.4 Protection of records

7.4.1 As part of the Public Cloud Service, Infomaniak collects and retains certain technical records (such as logs, metadata or monitoring information) necessary for proper operation, monitoring and improvement of the Service.

7.4.2 These records are processed and protected using appropriate security measures. They are used only for management, monitoring and optimization of the Service, except where required by law, in which case they may be processed strictly within the framework provided by applicable law.

7.4.3 The Customer retains all rights in the data it stores or processes via the Service. Infomaniak acquires no rights in such data.

7.5 End of Service

7.5.1 Upon deletion of the Public Cloud Service as a whole, for any reason whatsoever (termination, expiry, non-payment or any other reason), it is placed in a state of logical deletion (deactivation without immediate erasure of data). The Customer's Data then becomes immediately inaccessible. This logical deletion state is maintained for seven (7) days. After this period, the Service is permanently deleted.

Logical deletion does not constitute a backup within the meaning of Article 7.2.

7.5.2 Voluntary deletion of a Service component (such as a volume, an instance or a disk) constitutes permanent deletion and cannot be restored by Infomaniak, without prejudice to any restoration the Customer may perform using its own backups.

7.5.3 The Customer is responsible for anticipating this deadline by performing the necessary backups, transfers or restorations before the expiry of the allotted period.

7.5.4 Infomaniak shall not be liable for any data loss occurring after this period.

Article 8 – Security and Architecture

8.1 Network segregation

8.1.1 Infomaniak guarantees strict network segregation between customer environments (multi-tenancy) and its internal infrastructure.

8.1.2 Customers' virtual networks are isolated using VXLAN-type technologies, ensuring logical segregation between different projects. When an instance accesses the Internet ("public" traffic), traffic is systematically redirected to VLANs distinct from those used for any interconnection network.

8.1.3 Network security relies on several complementary layers:

- Security Groups (virtual firewalls) enabling control of inbound and outbound traffic to instances, with inbound traffic blocked by default;
- infrastructure-level network Access Control Lists (ACLs) limiting and securing internal flows.

8.2 Service monitoring

8.2.1 Infomaniak monitors its technical infrastructure in order to detect threats, prevent incidents and ensure the overall security of the Public Cloud Service.

8.2.2 This monitoring does not cover customer environments: Infomaniak does not perform any control or analysis of network logs, data or systems installed by the Customer.

8.2.3 Each Customer remains solely responsible for supervising, monitoring and controlling its own environment, including the applications, configurations and network flows it implements.

8.3 Hardening of virtual machines

8.3.1 Infomaniak implements the following measures to ensure a baseline security level for virtualization environments:

- Instances built from images provided by Infomaniak are, by default, accessible exclusively via SSH keys predefined and managed by the Customer. The Customer may, however, import a system (OS) image of its choice, which may include less strict security configurations (e.g., password authentication).
- A default network firewall is applied to new instances with the following rules:
    - no inbound traffic is allowed;
    - outbound traffic is allowed.
- The Customer may define and apply its own set of firewall rules to instances. In that case, the default rules no longer apply and are replaced by those defined by the Customer, who may in particular decide to open all ports.

8.3.2 The Customer remains fully responsible for the following actions:

- installing, configuring and updating software components within its virtual machines;

- hardening the operating system and deployed services in accordance with current best practices (disabling unnecessary services, configuring custom security rules, monitoring access, etc.);
- managing, protecting and renewing SSH keys enabling access to instances;
- enabling and configuring, where applicable, monitoring tools, intrusion detection or antivirus tools, where applicable.

8.4 Cryptographic measures

Infomaniak applies advanced security measures to protect data and access to the Public Cloud Service:

- Customer accounts: Infomaniak Manager accounts are protected by passwords hashed with the Bcrypt algorithm, resistant to brute-force attacks.
- OpenStack access: OpenStack credentials are also hashed with Bcrypt. All communications with the OpenStack APIs use a secure TLS 1.2 (or higher) connection, ensuring confidentiality of exchanges.
- Data storage:
  - block storage (Ceph) is protected by LUKS encryption, ensuring the security of persistent volumes;
  - object storage (Swift) uses AES-256 encryption to automatically secure stored objects.

Article 9 – Privacy Policy

The applicable Privacy Policy can be consulted online at:
https://www.infomaniak.com/en/legal/confidentiality-policy

Article 10 – Service Level Guarantees (SLA)

10.1 Service level commitments

10.1.1 Availability rate

The availability rate is calculated based on the total number of minutes in the selected month, from which the total minutes of unavailability in the selected month are subtracted, the whole divided by the total number of minutes in the selected month. Infomaniak undertakes to provide the following Service levels:

Ressources	**Service level guarantee (SLA)**
Instances, Load balancers	Monthly availability rate: 99.99 %
Block storage, Object storage, Volume backups, Instance snaphshots, Volume snapshots	Monthly availability rate: 99.90 %

10.1.2 Penalties

Except in cases of force majeure, the Customer may claim penalties in the event of disruption affecting the Resources due to a breach by Infomaniak or one of its subcontractors. The penalty rates are shown below and the corresponding amount, calculated on the invoice for the period during which the unavailability occurred, will replenish the Free Tier in the form of usage credits.

Ressources	Availability	Penalty
Instances, Load Balancers	Below 99,99% and above 95% >	10%
	Below 95%	100%

Ressources	Availability	Penalty
Block storage, Object storage, Volume backups, Instance Snapshots	Below 99,90% and above 95%	10%
	Below à 95%	100%

The Customer may claim the application of contractual penalties only if the notice of unavailability of Resources is provided no later than two months after it occurred, and provided that the Customer submits a corresponding request to Infomaniak specifying:

- the date(s) and time(s) when the unavailability started and ended;
- the identifiers of the unavailable OpenStack Resources.

Infomaniak will analyze the cause of the unavailability and reserves the right to request additional information in order to carry out its analysis. If this analysis determines that the unavailability is attributable to Infomaniak (except in cases of force majeure, see below), Infomaniak will apply the contractual penalties set out in the table above in accordance with the level of unavailability observed.

10.1.3 Exclusion factors

Penalties in the event of Service unavailability do not apply where such unavailability results from:

- factors beyond Infomaniak’s control;
- inappropriate use of the Service by the Customer;
- planned maintenance;
- a block applied by Infomaniak resulting from a decision compliant with the CGU.

10.2 Resolution of system errors and failures

10.2.1 Error reports

Failures are subject to a detailed analysis to understand their root cause and to enable measures that prevent recurrence. The Customer will be informed of any failure detected by Infomaniak.

10.2.2 Complaint handling (escalation process)

Complaints must be submitted electronically to Infomaniak via the contact form (https://support.infomaniak.com) or directly via the assistant available in the Administration Console.

10.2.3 System failures and errors

Infomaniak uses all reasonable efforts to ensure availability as indicated above. In the event of a failure of any element, Infomaniak undertakes to restore the affected Service as quickly as possible. Infrastructure failures that result in interruption of the availability of the Customer's applications are communicated as quickly as possible to the Contact Persons (see below) and may give rise to penalties. However, Infomaniak cannot be held liable for failures related to technologies installed by the Customer, insofar as such failures are not due to Infomaniak's negligence. Where the Customer suspects or observes a malfunction and/or unavailability affecting Infomaniak's facilities, it is the Customer's responsibility to contact Infomaniak's support services via https://support.infomaniak.com or directly via the assistant available in the Administration Console, marking the issue as urgent. The Customer must describe and provide Infomaniak with all useful information so that Infomaniak can intervene as effectively and quickly as possible. Infomaniak will use all reasonable efforts to respond to the Customer as quickly as possible.

10.2.4 Measurement indicators and monitoring

Infomaniak continuously monitors the availability of its Services, enabling monitoring of all its system and network infrastructures. As a baseline, Infomaniak implements and proactively maintains adequate measures to:

- monitor the Service's system availability;
- detect potential infrastructure-related disruptions.

10.2.5 Maintenance

Infomaniak undertakes to maintain its installations (hardware and software) in order to ensure a reliable Service. This includes:

- correcting issues that lead to a service interruption within Infomaniak's responsibility, including hardware (servers, switches, routers, etc.);

- replacing or upgrading hardware where necessary.

The Customer will be informed at least 48 business hours before any maintenance that may affect the proper functioning of its applications.

Maintenance suspends the application of penalties, and no compensation may be claimed during planned or emergency maintenance procedures.

10.3 Communication

10.3.1 Customer contact persons

Customer contact persons are the individuals authorized to communicate officially with Infomaniak. These persons must appear in the user accounts of the Infomaniak Administration Console and have management rights for the Service covered by this document. Contact persons assess priorities for opened tickets. Infomaniak may require an authentication process as a security measure.

10.3.2 Infomaniak contact person

The Customer may contact support during Business Hours.

10.3.3 Communications from the Customer

Tickets must be created from Infomaniak’s support page (support.infomaniak.com) or via the dedicated assistant in the Administration Console. Ticket creation must leave an audit trail and must be kept for the duration of the contract. Telephone may be used for quick requests that do not require investigation. Where applicable, Infomaniak may request, or will proceed with, the creation of a ticket.

10.3.4 Communications from Infomaniak

Outgoing communications from Infomaniak will be sent from support@infomaniak.com to the contact persons. Infomaniak may also make requests requiring quick responses by telephone.

10.4 Security

- Strict access control to Infomaniak’s physical sites and equipment;
- N+1 redundancy of network, power supply and cooling on all production sites;
- For each server type and on each site, one or more servers are permanently and rapidly available if needed (failures, etc.). Infomaniak’s liability cannot be engaged in case of unavailability due to force majeure (see below) or due to shortages of raw materials or supplier stock-outs;

- Insurance to cover services and any risks inherent to Infomaniak’s activity and its legal obligations.

10.5 Force majeure

Force majeure is defined as an unforeseeable and/or unavoidable event independent of Infomaniak’s will. Infomaniak shall not be liable if performance of the Contract, or any obligation incumbent upon Infomaniak under this Contract, is prevented, limited or disrupted due to, without limitation, a fire, explosion, failure of transmission networks, outage of public utilities or telecommunications services, collapse of installations, an epidemic, a pandemic, natural disasters, an earthquake, a flood, a power outage, war, embargo, law, injunction, request or requirement of any government, strike, boycott, withdrawal of authorization from the telecommunications operator, or any other circumstance beyond Infomaniak’s reasonable control. In the event of force majeure, the party unable to perform its obligations under the contract must inform the other party by registered letter as soon as it becomes aware of the event. This does not bind the other party as to acceptance of, or contesting, the allegations relating to force majeure. In cases of force majeure, the Customer may terminate the contract immediately at any time.

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