

Article 1 - General

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 use of the Affili-ate Programme (hereinafter referred to as "the Affiliate") offered by Infomaniak and whose purpose is to make available personalised links allowing the Affiliate to earn a commission on sales made from these links. They supplement but take precedence over the General Terms and Conditions of Use (hereinafter referred to as the "TCUU") if a contradiction should arise 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, jurispru-dential or technical evolution.

Article 2 - Registration

2.1 Customers who already offer Infomaniak Services and Products via a partner affilia-tion platform are not eligible for the Affiliate Programme.

2.2 It is necessary to have an Organization in order to apply for membership of the Affili-ate Programme. Application is made by submitting a Registration Form from the <https://www.infomaniak.com/gotoroutewithautolang/affiliation> page. The Customer agrees to provide true and valid information.

2.3 The application is evaluated by Infomaniak, in good faith, and Infomaniak may, after verification and without further explanation, refuse the application for membership of the pro-gramme. The Customer will be informed of the acceptance or refusal of the application as soon as possible.

2.4 If Infomaniak considers, in good faith, that the website or the means of communica-tion used by the Customer is not suitable for the Affiliate Programme, or that it falls within the scope of the article Obligations and Responsibilities of the Customer of the TCU, Infomaniak will be entitled to refuse a request for membership.

2.5 If the application is rejected, the Customer will not be able to re-apply for membership from the same Organization or using the same domain name/URL.

2.6 Infomaniak reserves the right to carry out checks at any time and at its sole discre-tion.

Article 3 - Affiliate Program and Commissions

3.1 Infomaniak offers different Affiliate Programs and Commissions that evolve according to the accumulated earnings generated by the Affiliate. Commissions are granted on initial orders from New Customers, as well as consecutive renewals, for products ordered through the link provided by the Affiliate, for a period of 365 days.

Article 4 - Infomaniak's obligations and respon-sib...

4.1 Infomaniak undertakes to: • Provide all information necessary for the Affiliate to use the links provided on the Affiliate Site. This information is available on the Administration Console and in our knowledge base (<https://www.faq.infomaniak.com>); • Process New Customer orders; • Manage all New Customer requests related to orders (processing, cancellation, modifications, refunds); • To monitor the orders of New Customers in order to provide the Affiliate with sta-tistics relating to the volume, amounts of valid Purchases and Commis-sions.

Article 5 - Affiliate's obligations and responsi-bi...

5.1 The Affiliate agrees to comply with the Affiliate programme and not to: • Use your own links to place orders on behalf of someone else; • Use spam techniques; • Create parasite sites and divert traffic; • Cloning sites; • Performing fake clicks using scripts that simulate human behaviour; • Conducting illegal transactions such as making purchases using stolen credit card credentials or registering false credentials; • Discriminate against other tools and mislead consumers; • Misuse of tracking links and advertising material from advertisers; • Use, without prior written authorisation from Infomaniak, the Infomaniak brand or any other intellectual property including, without limitation, the name of In-fomaniak products; • Buying keywords from a search engine or a "pay per click" service (such as Google Ads) containing words related to brands, variants or different spelling versions of the name Infomaniak or the brands or names of Infomaniak's Ser-vices in order to redirect them to its Affiliate tag; • Buy domain names that use trademarks, variants or a version spelled differ-ently from the name Infomaniak or the trademarks and names of Infomaniak's services or products; • Engage in practices that could be considered, in good faith, to be inconsistent with these Terms and Conditions and that would result in the unauthorized granting of Commissions; • Falsely stating or representing its Affiliate to any person or entity by falsely expressing or implying that Infomaniak or any third party recommends you, your business, its products or any statement the Affiliate makes; • Carry out a reverse search, a trace or aim for a trace of Infomaniak Customers in order to allocate conversions; • Circumventing the affiliate system by creating fake Organizations for the sole purpose of earning commission;

Article 6 - Promotion

6.1 Once the membership application has been accepted, an "Affiliation" area is available on the Administration Console. The marketing tools (banners, logos and videos and Affiliate Links) that enable the Affiliate to highlight their commitment to the Infomaniak Affiliate Pro-gramme are available to the Affiliate in this area.

6.2 The use of these marketing tools must be in accordance with these conditions, as well as the TCU, at all times of their use. The Affiliate is free to use marketing tools not offered by Infomaniak or to include Infomaniak tools as long as no changes are made to them. Any use outside this framework must be authorized in writing by Infomaniak. For this, the request must be sent via the contact form (<https://www.support.infomaniak.com>). Infomaniak will process the request as soon as possible and will be free to accept or refuse, in good faith, without this giving the right to compensation of any kind.

6.3 Only Affiliate links, as proposed by Infomaniak, are valid and may be made available by the Affiliate and used by the Affiliate's customers and/or visitors.

Article 7 - Order processing

7.1 When a New Customer places an order following a click on an Affiliate link, Infomaniak will process the order. These orders are governed by our General and Special Conditions of Use. The processing of these orders follows the same process as that for orders from non-affiliated customers and all aspects relating to the orders (cancellations, refunds, etc.) are managed by Infomaniak.

7.2 The Affiliate is not authorized to intervene in the ordering process, to offer refunds or credits, or even discounts on Infomaniak products (whether or not they are eligible for the Affiliate Programme).

Article 8 - Eligible purchases

8.1 An Eligible Purchase is considered to be a purchase resulting from a click, by a sponsored Customer, on an Affiliate Link made available by an Infomaniak Affiliate.

8.2 The following shall not be considered an Eligible Purchase: • A purchase made by a customer who has already been sponsored or who does not have an Infomaniak Organization; • A purchase made before the Affiliate became part of the Affiliate Program; • A purchase that has not been properly completed via an Affiliate Link; • A purchase that Infomaniak considers, in its sole discretion and in good faith, to be the result of fraud or conduct as defined in the paragraph "Obligations and Responsibilities of the Affiliate"; • A failed purchase due to a problem independent of Infomaniak; • A failed purchase due to the use of an ad blocker or a browser that prevents cookie tracking.

Article 9 - Payment of Commissions

9.1 Commissions are defined and applied on the basis of the commission rates, as indicated on the Infomaniak Site, for each eligible purchase made by a sponsored New Customer at the time of their first purchase.

9.2 Infomaniak reserves the right to freeze the payment of commissions at any time, and for an indefinite period of time, if it suspects or has proof of fraud or of actions carried out by the Affiliate or the Sponsored Customer that are in contradiction with these Special Conditions.

9.3 Commissions will only be paid out for each New Customer sponsored after the period during which the Money Back Guarantee can be invoked (see TCU). Commissions will be paid out when the CHF 50 or EUR 50 threshold is reached and will be paid by the payment method defined by the Affiliate. The payment methods available are: • Deposit to prepaid account; • Bank transfer; • Standard PayPal transfer; Infomaniak is not responsible for third party fees charged by PayPal or on bank transfers.

9.4 The Affiliate has access to the follow-up of sales, commissions, pending or paid out, from its Administration Console in the Affiliate space. Therefore, in the event of a dispute, the Affiliate must send a request to Infomaniak via the contact form (<https://www.support.infomaniak.com>) no later than sixty (60) days after the occurrence of the established wrong. After this period, the Affiliate can no longer make any claim.

9.5 Infomaniak will not be held responsible in the event of non-payment of Commissions due to an error by the Affiliate at the time of providing payment information, particularly for standard PayPal transfers and bank transfers.

Article 10 - Termination

10.1 The Affiliate is free to terminate its Affiliate contract at any time. To do this, the Affiliate must send a signed request to Infomaniak by creating a ticket (<https://www.support.infomaniak.com>). For security reasons, Infomaniak is authorized to carry out an identity check in the context of this request in order to validate it.

10.2 Upon termination, the Affiliate will no longer be entitled to any Commission and will be paid the remaining balance at the end of the payment periods. On request, the Affiliate may request an advance payment and must send a reasoned request to Infomaniak support by creating a ticket.

10.3 Infomaniak may terminate an Affiliate Program contract immediately if Infomaniak finds that the customer engages in any of the practices mentioned in the section "Obligations and responsibility of the Affiliate".

10.4 In the event of termination for breach of these Special Conditions, there will be no payment of any outstanding Commissions generated, unless the termination is attributable to Infomaniak in a culpable manner or through gross negligence without legal grounds.

Article 11 - Privacy Policy

11.1 Full details of the Privacy Policy can be found on the website <https://www.infomaniak.com/en/legal/confidentiality-policy>.

