

Article 1 - Scope of Application

1.1 These Specific Terms and Conditions (hereinafter “STC”) apply to the Site Creator service (hereinafter the “Service”) provided by Infomaniak Network SA (hereinafter “Infomaniak”).

1.2 They supplement the General Terms of Use (hereinafter “GTU”) available on Infomaniak’s website. In the event of any inconsistency between the STC and the GTU, the STC shall prevail.

1.3 Terms beginning with a capital letter have the meaning assigned to them in the GTU or, failing that, in the Infomaniak Glossary available on Infomaniak’s website.

1.4 Infomaniak reserves the right to amend these STC in accordance with the procedures set out in the GTU, in particular to reflect legal, technical, or case law developments.

Article 2 - Description of the Service

2.1 The Service enables the Client to create, configure, and publish a website using online design tools made available by Infomaniak.

2.2 The Service includes, in particular:

- a visual editor (“site builder”) offering predefined and customizable templates,
- hosting of the created site on Infomaniak’s infrastructure,
- additional features (forms, blog, external integrations, statistics, e-commerce for applicable plans).

2.3 The exact features, technical limitations, available options, and applicable prices are detailed on Infomaniak’s website at the time of subscription and may be subject to change.

Article 3 - Billing, Withdrawal, and Renewal

3.1 The Service is billed according to the billing period selected by the Client at the time of subscription (monthly, yearly or multi-year, up to four years).

3.2 In accordance with applicable law and Infomaniak’s commercial policy, the consumer Client has a right of withdrawal of fourteen (14) calendar days from the subscription date (“satisfied or refunded”). This right may be exercised free of charge and without justification, by simply contacting customer support.

3.3 In the event of withdrawal within the legal period, Infomaniak shall refund in full the amount paid for the Service concerned.

3.4 Infomaniak endeavours to inform the Client in due time before the Service expiration date. However, it is the Client’s responsibility to comply with the applicable deadlines. If the renewal payment, as per the applicable price list, is not received in full, Infomaniak will not be able to renew the Service as requested. In such case, Infomaniak will suspend the Service one (1) day after contract expiration and delete it after ninety-nine (99) additional days, i.e. one hundred (100) days

after expiration.

3.5 Deletion of the Service entails the permanent and irreversible deletion of data beyond the daily backup retention period, i.e. after the 106th day. Once this period has elapsed, any recovery will be impossible.

Article 4 - Included Domain Names

4.1 As part of certain Service offers, Infomaniak may include the registration of one free domain name for the first year, exclusively for the following extensions: .ch, .com, .fr, .org, .co.uk, .be, .de, .eu, .it, and .es.

4.2 This free offer is limited to the extensions indicated by Infomaniak on its website at the time of the order and does not apply to “premium domains.”

4.3 A “premium domain” is a domain name considered to have high commercial value by the managing registry. It is offered at a higher purchase price than the standard rate (for example, due to its popularity, brevity, or marketing relevance).

4.4 After the first free year, the Client may renew the domain name at the current rate if they wish to keep it.

Article 5 - Client Obligations

5.1 The Client is solely responsible for the content created, integrated, or published through the Service (texts, images, videos, data, etc.) and for ensuring their compliance with applicable laws and regulations.

5.2 The Client must not use the Service for illegal purposes, or in a manner contrary to public order, morality, third-party rights (including copyrights, trademarks, personal data), or Internet standards.

5.3 The Client is responsible for managing access credentials (usernames, passwords) and securing the data entered into the Service.

Article 6 - Service Limitations

6.1 Infomaniak does not provide content creation on behalf of the Client nor guarantee commercial performance or search engine ranking of the website.

6.2 Some features may require activation of third-party services (for example: payment gateways, widget integrations, external statistics). The Client acknowledges that such third-party services are subject to their own contractual terms.

6.3 Infomaniak reserves the right to suspend or limit the Service in case of misuse, non-compliance with the GTU/STC, or any threat to the security or stability of its infrastructure.

Article 7 - Term and Termination

7.1 The Service is provided for the duration selected at the time of subscription (monthly, yearly or multi-year).

7.2 Upon termination, all content published via the Service will be deleted. It is the Client's responsibility to perform any backup deemed necessary prior to termination.

Article 8 - Liability

8.1 Infomaniak implements all reasonable measures to ensure the availability and security of the Service, in accordance with industry standards.

8.2 Infomaniak's liability is limited to the conditions set out in the GTU. In particular, Infomaniak shall not be held liable for indirect damages, data loss, or business interruption resulting from the Client's use of the Service.

Article 9 - Privacy Policy

The full details of the Privacy Policy can be consulted on the following webpage:

<https://www.infomaniak.com/en/legal/confidentiality-policy>

Review of 14/10/2025