1. Overview

The General Sales Conditions for Partners apply without restriction or reserves to all services offered by Infomaniak Network SA (hereinafter referred to as Infomaniak) to any individual or legal entity (hereinafter referred to as either the “partner” or “reseller”).

As with any other Infomaniak customer or end customer, the partner is subject to the General and Specific Sales Conditions covering Infomaniak's service provisions.

Infomaniak grants the partner the right to use the title of partner when providing Infomaniak services to its customers or end users. The purpose of this agreement is to define the rules governing the business relations between Infomaniak as the service provider and the partner as the reseller. The term "partner" should therefore be understood as "partner for the services provided by Infomaniak", and not as an Infomaniak representative having commercial or official agent status.

Infomaniak reserves the right to refuse any request made by a potential partner not listed in the Companies Register, or whose declared field of business activity is clearly unsuited to the nature of the services marketed by Infomaniak.

Only the French version shall be considered authentic.

2. Definition

- Service: refers to all services provided by Infomaniak in accordance with the agreements entered into with the partner.

- End customer: clientele of the partner, users, or beneficiaries of the service.

3. Infomaniak's obligations and responsibilities

Infomaniak commits to taking all care and due diligence necessary towards providing quality service in accordance with customary business practices. Infomaniak is subject only to a best-efforts obligation.

Infomaniak undertakes to offer the partner preferential tariffs on a selection of Infomaniak products specified on page https://www.infomaniak.com/en/reseller-program

Infomaniak commits to developing specific tools for the partner and maintaining them up-to-date, including the call for tenders platform and the partner directory.

Infomaniak agrees not to provide support directly to the end customer. The partner agrees, however, that Infomaniak may contact the end customer in the event of demands from judicial or administrative authorities, or to enforce a court decision.
If the partner is in default, meaning in particular that:

- Infomaniak is unable to contact the partner for 15 days by either email or phone.
- The partner is out of business.

Infomaniak will be entitled to provide support directly to the end customer, notifying the partner by registered mail that if a rapid acceptable solution cannot be found within ten days, Infomaniak will be authorised to transfer the end customer and the products used over to a new Infomaniak customer account. In this case, the identified products and their contents will become the property of the end customer.

In any case, the potential amount of damage and interest attributed to Infomaniak will be limited to the amounts actually paid by the partner to Infomaniak for the period under review or charged to the partner by Infomaniak, or to the amounts corresponding to the price of the services, for that portion of the service for which Infomaniak's liability has been invoked.

Compensation due by Infomaniak in the event of a fault attributable to Infomaniak would correspond to direct, personal, and certain losses related to the negligence in question, to the express exclusion of all indirect damages, including commercial loss, order loss, tarnished brand image, or any other commercial issue, forfeited profits or loss of customers, for example: inappropriate disclosure of confidential information due to system defects, hacking, or third party actions against the partner.

Infomaniak reserves the right to monitor the respect of the general sales conditions of the services as well as the business activity and identity of the end customer if necessary.

4. Call for tenders platform

Infomaniak, free of charge, puts private individuals and companies in contact with its partners via a public call for tenders platform on its website infomaniak.com.

The partner can respond to quote requests via its Infomaniak Administration Console (Manager).

The mandates obtained by the partner through Infomaniak or via its call for tenders platform must necessarily be hosted on Infomaniak's servers.

If Infomaniak discovers that the partner has oriented customers obtained through Infomaniak or its call for tenders platform over to another host provider, without providing Infomaniak a valid reason in advance, Infomaniak shall be entitled to terminate this present agreement with immediate effect.

5. Partner Directory
Infomaniak provides a public directory, listing all partners according to their level of partnership and their declared skills, thereby offering them visibility on Infomaniak's website.

The partner accepts and understands that all information provided in the Directory must be correct and up-to-date. The partner can manage, modify, and delete its information published in the Directory via the partner area of its Manager (Administration Console).

The partner accepts and understands that, although its place in the Directory may vary according to the subscribed partnership level, the Directory does not take into account such categorisation. Accordingly, the partner will in no way oppose Infomaniak as to the partner's position or degree of visibility in the Directory.

6. The partner's obligations and responsibilities

The partner undertakes to obtain the powers, authorities, and capabilities required to conclude and execute the obligations provided for in this agreement.

It acknowledges that no stipulation found in this agreement releases it from its obligation to pay all amounts owed to Infomaniak for services rendered.

After the first year of this agreement, the partner agrees to generate revenue of at least CHF 2,000 or €1,800 per year with Infomaniak. In the event this amount is not earned in the subsequent years, Infomaniak will be entitled to terminate this agreement within 15 days after notifying the partner in advance by email.

The partner is obliged to advise and assist the end customer in the use of the products offered by Infomaniak through the partner account.

The partner is free to enter into its own contract with the end customer, provided that the commitments set out in our General Sales Conditions and special terms apply and appear in one way or another.

The partner confirms that it has verified the compatibility of the partner relationship against its own requirements and objectives, and that it received from Infomaniak all information and advice necessary to make an informed decision before entering into this agreement.

The partner will be solely liable for the consequences of any malfunctioning of the services resulting from the use by its staff, the end customer, or any person to whom the partner has provided its passwords. Likewise, the partner will be solely liable for any consequences due to the loss of a password giving access to Infomaniak services.

7. Intellectual property
Infomaniak holds all rights to its brand, its company name, as well as to its products.

These terms and conditions do not confer any rights to the partner regarding Infomaniak's intellectual property rights.

The partner agrees to respect Infomaniak's official colours and markings wherever they are displayed, to not use Infomaniak's trademarks and logos for purposes other than those under the partner agreement, and to not register any of the brands, logos, or names used by Infomaniak.

8. Duration and termination

This agreement is entered into for a fixed term of twelve (12) months, thereafter it is to be renewed tacitly for the same duration.

The partner may terminate this agreement at any time by contacting Infomaniak Support by email or by postal mail.

In all other cases of a party failing to meet its obligations under the agreement that are not remedied within seven days, from either an email sent by the complainant pointing out the breaches in question, or any other form of authentic notification addressed by the said party, the agreement will be automatically terminated, without prejudice to any damages or interest that may be claimed by the defaulting party.

In the event of termination, the partner agrees to immediately cease using all Infomaniak brands and logos. Infomaniak agrees to delete the information provided by the partner that is publicly published on Infomaniak's websites. The partner's preferential tariff conditions will no longer apply when renewing products. In addition, Infomaniak may limit or suspend the services subscribed under the partner agreement.

9. Declaration of mutual independence

The Parties explicitly declare that they are independent business partners and separate professionals, and that they will remain so for the duration of this agreement. Accordingly, the partner will ensure that there is no confusion as to its independence from Infomaniak.

It is expressly agreed that nothing in this agreement can be interpreted as conferring on the partner the status of Infomaniak's representative or agent for any purpose whatsoever.

The parties shall act independently of each other at all times, without the partner agreement being deemed to have created a subsidiary, joint venture, subordinate relationship, representation, agency, or any other such relationship between them.
Infomaniak recognises the independence of the partner in the exercise of its business activity and undertakes not to intervene in its organisation. The partner determines its own working methods and defines the corresponding tasks for its own staff.

10. Jurisdiction and applicable law

The partner commits to respecting the Swiss and international laws in force throughout the agreement's duration.

Furthermore, Infomaniak will strive to respect the rulings of the authorities in the OECD member countries, both on behalf of the partner and the end customer.

Any dispute in connection with this agreement, its conclusion, performance, or termination is subject to Swiss law, under the jurisdiction of Geneva, and subject to appeal in the Federal Court of Lausanne.

Amendment dated 27/03/2018