1. General Terms

1.1 The Specific Terms and Conditions for Domain Names apply without restriction or reservation to all domain name services offered by Infomaniak Network SA (hereinafter "Infomaniak" or "the Registrar") to all natural or legal persons existing under private or public law, holding an Infomaniak customer account (hereinafter referred to as the "Customer") and domain names registered and managed by the Registrar on their behalf.

1.2 The Specific Terms and Conditions shall prevail over the General Terms and Conditions of Use (hereinafter "T&C") in the event of a conflict.

1.3 The customer is aware that a Registrar is an approved registration agent, accredited by the Internet Corporation for Assigned Names and Numbers (hereinafter "ICANN") and by other national and international registries. In the context of providing domain name registration and management services, the Registrar acts as an intermediary between the customer and the bodies responsible for the management of central databases. The Registrar has no influence on whether the domain names requested for the customer can in fact be registered and/or are free from third-party rights.

1.4 Top-level domains are managed by various national and private bodies (hereinafter "registries"). ICANN and other organisations have their own terms and conditions regarding the registration and use of domain names, and may also have procedures in place for disputes concerning domain names. The Registrar is required to provide its customers with the present terms and conditions and its dispute resolution policies. By requesting registration or transfer of a domain name, the customer declares that they have familiarised themselves with existing and current ICANN and respective registry registration policies and accepts them as an essential part of this agreement.

1.5 The customer further acknowledges that the registration policies of respective registries and ICANN policies may change from time to time and undertakes to keep abreast of applicable rules and to accept these changes or cancel the affected domain names. The Registrar will provide information on essential changes and a link to the most recent policies on its website.

1.6 In the event of a misunderstanding or dispute, the French version of this document shall prevail.Translations are provided for convenience and to facilitate reading and comprehension.

2. Registration and Transfer of Domain Names

2.1 Customers registering domain names for or on behalf of third parties must ensure before placing the order that said third party is aware of and accepts all of the policies and registration conditions laid down by the Registrar and the registry, including the present terms and conditions. Customers acting as resellers or distributors are required to provide the end customer with the full text of the
terms and conditions and demonstrate their approval with appropriate documentary evidence. Furthermore, the customer is required to inform the right holder of any notices pertaining to the present contract.

2.2 Holders of registered domain names who order a domain name through a third party, agent or distributor accept personal liability for all acts and omissions of such third parties. The registered domain name holder expressly authorises such parties to take administrative measures with respect to all domain names registered in their name with the Registrar.

2.3 The Registrar and customers authorised by the registered domain name holder constitute agents appointed by the domain name holder for the purposes of management and registration of a domain name with ICANN, the registry and any other party involved in the registration process.

2.4 Should registry policies prevent the Registrar from maintaining registration of a customer’s domain name, the former shall be entitled to terminate the domain name contract within 14 days. As an appointed agent of the registered domain name, the Registrar is authorised to complete the transactions they deem necessary for the management of a domain name, including updates and data transfers.

2.5 By submitting a domain name registration and/or transfer request by/to the registration agent, the customer authorises the registration agent to provide all the entries and modifications made by the registration agent (for example: DNS updates, WHOIS updates, other domain configurations) directly and in real time to the corresponding registry. The Registrar is authorised to cancel abusive operations.

2.6 The customer warrants that the domain name requested and intended use thereof a) does not infringe on third-party rights, b) that there are no other legal or factual impediments to registration, c) that the name chosen does not violate community standards, d) that the registration request is made in light of knowledge and examination of the rules and policies of the relevant registry and e) that they are authorised to make the request. The Registrar is under no obligation to verify such authorisation. The Registrar may reject any request for registration or transfer of a domain name at their discretion.

2.7 The customer acknowledges that domain name registration requests are generally processed by the registry on a “first come, first served” basis. The Registrar makes no representations that the domains ordered will be successfully registered and is under no obligation to provide the service in the event of impossibility. The Registrar is not required to comply with this principle in the event of multiple requests for the same domain name.

2.8 By making a request to transfer the domain from another supplier to the Registrar, the customer confirms that they are authorised to use the domain name. Once the transfer has been completed, the owner of the domain is required to check, and correct if necessary, the accuracy of the data in the WHOIS entry. The Registrar is authorised to cancel domain name transfers if a previous transfer
of the domain name took place without the authorisation of a previous holder or in cases where control of the domain name was lost illegally by a previous holder.

2.9 By requesting transfer of the domain to a third party (“transfer of ownership”), the customer confirms that the third party expressly accepted the transfer of ownership. The customer must provide documentary evidence of agreement by the third party. In the absence of documentary evidence of the agreement, the Registrar may cancel or refuse to execute a change in ownership.

2.10 Infomaniak may not be held responsible for non-registration or late registration of the domain name if the customer is required to verify their identity through our automatic anti-fraud system (also known as “Fraudscore”) after having paid for a domain name.

2.11 The customer must ensure that the domain name and use thereof does not infringe on third-party rights or breach any legislation. Otherwise, Infomaniak shall be under no obligation to ensure the continued existence of the registered domain name.

2.12 The customer is solely responsible for the information provided (contact details, domain name requested, etc.) to Infomaniak when ordering a domain name, and for their current and continued accuracy. No refunds or compensation may be given in the event of an error in the domain name entered upon placing the order.

3. Domain Name Renewal

3.1 Domain names may be renewed for a period of 1 to 10 years depending on the domain name, subject to the maximum registration period.

3.2 The domain name registration contract and administration is automatically renewed following payment thereof, but only if it was executed prior to the expiration date of the given period.

3.3 The price list effective on the date of renewal shall apply. The customer acknowledges that renewal and transfer fees may be modified without notice and undertakes to check the applicable prices before placing any order and before any the execution of automatic renewal requested. Insofar as possible, the Registrar will communicate changes in current prices to the customer. The Registrar is authorised to cancel or modify orders if a price change occurs between the date of the order and the date of execution.

3.4 Before the end of the registration period, the customer will be informed by email of their obligation to pay the renewal fee in accordance with the provisions of ICANN or the respective registry. If the customer has not terminated the agreement and has indicated a credit or debit card as payment method and provided current valid payment details, Infomaniak will automatically attempt to
invoice the amount due 60 days before the date of expiration at the latest, and the agreement will be renewed. The customer is solely responsible for paying the applicable fees before a given period expires to ensure renewal of the domain name.

3.5 Infomaniak offers a service to ensure that the domain name will be renewed where the customer has been unable to renew their domain name within the required deadlines (see Chapter 4).

4. Renewal Warranty Service

4.1. Description of the service

Infomaniak offers a service that enables the proper functioning of a domain name to be extended for a further 250 days if the Customer has not been able to pay the renewal fees by the due date.

The purpose of this service is to avoid the involuntary and immediate expiry of a domain name for which this service has been activated.

Renewal Warranty is activated 2 days before the expiry of a product if it has not been renewed automatically or manually by the Customer.

This service also gives Infomaniak extra time to notify the Customer that a domain name has expired and that the Customer must pay an invoice as soon as possible in order to avoid the definitive loss of the domains concerned.

4.2 Eligibility for this services is limited to domain names that are "activated" or functional within the Infomaniak management interface (manager.infomaniak.com).

4.3 The Renewal Warranty service may be deactivated at any time from your administration interface.

4.4 You acknowledge and accept that the Renewal Warranty service may be deactivated under the following circumstances:

- failure to pay for the service
- invoice remains unpaid 250 days after issuance upon the domain expiry date
- violation of any provision of the present agreement
- cancellation of the domain name
- receipt of a claim concerning the use or registration of a domain name

4.5 An additional 20% of the domain name price will be charged for this service upon renewal, and
50% upon activation of the service, subject to special promotions.

4.6 If the customer has not paid the renewal fees for domains for which this service has been activated:

Upon expiration, Infomaniak will renew the domain or domains for a period of one year with the registry and invoice the customer who must pay within a maximum of 250 days. After expiration of this period, affected domains will be blocked and then cancelled after 365 days.

Infomaniak will attempt, without any obligation of result, to inform the customer otherwise than through their login email address using all contact information available in the customer administration interface (alternative email address, fixed line, mobile, postal address, etc.).

Under the Renewal Warranty, Infomaniak will be authorised to contact the customer and the person legally responsible for the account by:

- Text message to a mobile telephone number
- Post
- Telephone messages
- Email

5. Domain Privacy Service

This service allows the customer to limit access to their contact details on the WHOIS public database to prevent misuse of their personal data. This service is offered through our partner Domain Privacy Trustee SA.

When the service is activated, the customer is required to abide by the terms and conditions of Domain Privacy Trustee SA available at https://domainprivacytrustee.ch/cg/. The customer undertakes in particular to use the domain names for purposes that will not give rise to claims against Infomaniak or the associated registries.

In the event of non-compliance with the general terms and conditions of Domain Privacy Trustee SA by the customer, Infomaniak will be entitled to cancel the relevant domains without any further formality and no penalty shall apply.

6. Fast Anycast DNS Service

6.1 Infomaniak proposes a service using Anycast technology. This technology distributes your DNS...
traffic over a myriad of servers placed in several datacenters located across every continent.

On average, this service ensures faster response times for DNS resolution and limits distributed denial-of-service (DDoS) attacks on domain names by impacting only the Anycast geographical location closest to the DDoS source. As such, the other Anycast points of presence continue to respond to the DNS requests, meaning the DNS resolution service remains available regardless of the size and scope of the attack.

6.2 The Customer acknowledges and accepts that Infomaniak is permitted to use third-party company services to deliver the Fast Anycast DNS Service offer without the Client's consent.

6.3 Infomaniak reserves the right to refuse or interrupt all or part of the service to the Customer, as long as required, if service stability is likely to be compromised by the user's DNS zones. If the issue is limited to one node, Infomaniak will refuse all or part of the service for the node in question only. The user will be informed of these actions by email.

7. Premium domain names

7.1 Special prices may apply for registration, renewal and/or transfer for domain names which have been designated as "Premium" by the respective registry. In such cases, a breakdown of the pricing is provided.

7.2 The customer acknowledges and accepts that in the event of errors in the display of prices on the management interface at the time of registration, renewal or transfer of a Premium domain name, they may cancel the transaction and return the Premium domain to the registry or former Registrar, on the condition that the display was caused by an error or omission in the Premium domain name or costs applied by the registry, or designation as a Premium domain name was not recognised by the Registrar. In such cases, costs paid in advance for the transaction will be refunded to the customer. Alternatively, the Registrar may offer to maintain the status of the transaction on the condition that the customer pays the difference between the standard and Premium prices.

7.3 If a Registry changes a domain name which is registered as Premium, or for which a Premium request is in process, the Registrar will inform the customer of the changes.

7.4 Transactions on Premium domain names which imply costs will only be completed after receipt of all applicable fees.

8. Domain Name Owner Data
8.1 The customer undertakes to provide the Registrar with the following information and data concerning the holder of the registered domain name for the purpose of transmission to the registry and publication in the public WHOIS of registered domain names where applicable. When entering and modifying data on the online interface, the customer must ensure that the information is correct, complete and truthful. In particular:

- Full current information on the full first name or last name of legal and natural persons, postal address, email address, telephone number and if applicable, fax number.
- The IP address of the domain name server (primary and secondary server) and the name of these servers.
- The full name, postal address, email address, telephone number and fax number of the administrative, technical and invoicing contact persons.

8.2 The information and data required may depend on the top-level domain (hereinafter TLD). To the extent that additional data are needed, data must be provided during the registration process or on the request of the Registrar.

8.3 Information and data must be updated if necessary, and incomplete data must be completed. The customer acknowledges that the provision of incorrect, outdated or incomplete data may result in the loss of rights to the service and that no refunds will be given. This also applies in cases where the customer fails to comply with requests by the Registrar to correct the data or provide proof of their accuracy within 4 working days.

8.4 Following updates to data on the registered domain name holder, transfer to domains to another Registrar may be blocked temporarily. For affected domain names, where policy allows, the registry may refuse the update.

8.5 When providing data concerning third parties, the customer confirms that they have informed the third party that their data will be provided and used and that the third party has expressly given their consent as to its provision and use.

8.6 The supplier’s terms and conditions (Chapter 4) apply to the use of services designed to protect the confidentiality of data.

9. Restoration and reactivation of domain names

9.1 If and to the extent that a registration authority allows restoration of domain names or previously cancelled domain names and on the condition that the Registrar offers this service within the respective TLD, the service will be provided subject to modifications without notice at the request of the registered domain holder and without any guarantee of successful restoration.
Domain Names

The prices of this operation are listed on infomaniak.com and do not include renewal fees. Domain names may only be restored where the account has sufficient funds for the transaction and the domain name has first been cancelled.

The request for restoration may only be processed if it is received in time before final deletion by the registry. If restoration cannot be completed, the applicable costs should be refunded to the customer.

9.2 To the extent that the Registrar offers reactivation of a deactivated domain name, the customer undertakes to pay the reactivation fees plus the cost of renewal of the orders.

10. Invoicing

10.1 The payment of renewal fees for a domain name will automatically extend the contract for the chosen duration.

10.2 The customer may cancel their subscription before it expires, but no refunds will be made. No refunds will be made in respect of domain names.

10.3 A domain that has not been renewed in time may enter a redemption period. Domain names will retain this status for a fixed period managed by the registry or the Registrar, before definitive deletion of the databases. The customer may retrieve their domain from redemption, and the prices for this service are listed on infomaniak.com and depend on the domain extension.

10.4 Infomaniak will not pay any fees related to the domain name of their customers.

10.5 No cooling-off period applies to the registration of domain names.

10.6 The price of domain names can be adjusted in line with the rates used by the registries. The final domain name price is not set until Infomaniak makes the payment to the registration authority. The price paid upon registration or renewal is therefore subject to change, particularly in the case of premium domains. Changes to domain prices shall apply with immediate effect to new orders or when the domain is renewed for a further period.

11. Duration and Termination

11.1 Domain names may be registered for a period of between one and ten years, depending on the domain name, following the initial registration or transfer from another Registrar.
11.2 The customer will lose their rights to the domain name if payment for renewal fees has not been received three days before the expiration of the contract. The same applies where a domain name payment is re-invoiced or in the event of failure of the chosen method of payment.

11.3 Domain names cancelled by the customer, domain names which have not been renewed on expiry despite reminders or domain names for which the renewal fees have not been paid may be deactivated or the DNS entries modified ("deactivation") or sent back to the Registry for deletion or ongoing management of the registry ("deletion") or sold at auction or transferred by the Registrar at their sole discretion. The Registrar will begin to take such action 14 days following the expiration of domain names where a renewal grace period applies, or upon expiration where the grace period does not apply. The customer acknowledges that by terminating or failing to renew the domain name or failing to pay renewal fees due, they consent to the actions described below.

11.4 Aside from applicable law and the general terms and conditions, Infomaniak may terminate the agreement on the following grounds:

- culpable violation of an obligation provided for in the agreement, against ICANN or registry policies or the present terms and conditions of registration, in particular by providing false registration data;
- the content provided by the domain name intermediary, or domain name itself, fails to comply with laws, rules or community standards, despite warnings, and is not brought into compliance within a reasonable period so that it meets the requirements of the present agreement;
- acts contrary to the terms and conditions of registration or registration policies;
- receipt of a claim concerning the use or registration of a domain name.

11.5 The customer acknowledges that a registered domain name may be cancelled at any time for violation of policies applicable to the Registry or Registrar. The customer acknowledges that Infomaniak may cancel, delete or transfer domain names in accordance with registration terms and conditions or policies laid down by the respective registry or Registrar, on the condition that such is carried out by the Registrar or registry (1) to correct errors in registration or transfer, (2) resolve disputes concerning registered domain names or (3) due to a violation of registration policies, on the condition that such action does not violate ICANN or registry policies.

12. Dispute resolution policy

12.1 The customer undertakes to resolve any disputes related to a domain name in accordance with the ICANN or registry dispute resolution procedures, if applicable. The customer shall familiarise themselves with the applicable dispute resolution policy before introducing a registration request. The choice of language for the arbitration may be different to that
of the present agreement, depending on the registry.

12.2 The customer acknowledges that the Registrar cannot be required to lock or cancel a domain or transfer it to a third party in accordance with a decision of an administrative committee under the applicable dispute resolution policy, unless the customer can prove to the Registrar within ten days following the decision of the administrative commission showing that they have taken a court case against the claimant regarding the decision of the committee in a court of mutual jurisdiction.

12.3 In the context of ongoing administrative proceedings, the customer may choose not to transfer the domain name to a third party.

12.4 Should any of the provisions of the present agreement become inapplicable and/or invalid, this shall not render the present agreement inapplicable or invalid in its entirety. Any provision found to be unenforceable or invalid shall be replaced with valid and binding provisions which come as close as possible to the initial objectives and intentions of the initial provisions in an economic and legal sense and which would have been agreed by all parties had they been aware of such invalidity when the agreement was drawn up.

13. Liability

13.1 The customer undertakes to defend, indemnify and hold harmless the Registrar, agents, partners, registry, ICANN and all persons involved in providing the service from all claims, requests, liability, costs and/or expenses resulting from illegal use of the service, the domain name registered by the customer or content provided on a registered domain. In the event of a claim, the customer may demonstrate to the Registrar that the claims in the context of compensation are irrelevant insofar as the customer is not responsible.

13.2 Neither the Registrar, nor the agents, partners, ICANN, registry or any person involved in providing the service may be held responsible to the customer or any third party for direct or indirect loss of profits or business opportunities, damages, expenses or costs resulting directly or indirectly from any breach of any obligation or provision of service under the present agreement due to force majeure, government rules and regulations, strikes, riots, civil disturbances, war or natural disaster.

The registry may not be held liable for service delays, third-party failures or for events beyond its control. The registry may defer the execution of the service for a period corresponding to the delay. Furthermore, Infomaniak may limit access to the service, if required to ensure stable and secure operation, network integrity, and particularly to prevent serious disruption to the network, software or data. The registry is not required to check or monitor the use of the service by the customer to ensure legal use.
13.3 Infomaniak's liability shall be limited to gross negligence to the extent permitted by law. With respect to the provision of paid services, Infomaniak's liability shall not exceed the amount of the value of the domain name for a given period. For additional services, Infomaniak's liability is limited to the sum of 25 EUROS for each individual case and 100 EUROS for all cases combined. In all other cases, Infomaniak's liability is limited to typically foreseeable loss. All rights to punitive damages or damages for consequential loss are excluded.

13.4 The customer shall compensate the Registrar for any damages resulting from violation of the registration agreement, registration policies and is required to compensate the Registrar for any third-party claims arising from use of the services. This also includes repayment of all reasonable legal costs for actual or threatened legal action against the Registrar or its employees arising from the registration.

This includes the use of a domain name in violation of law, community standards or third party rights (trademark, naming rights, copyright, data protection, etc.) or active support for such infringements, provision of content that glorifies violence, incitement to hatred, racism or radical content, incitement to commit crime and content infringing on the human dignity of third parties or groups of third parties (incitement to hatred), unauthorised intrusion in third-party computers or information systems, the distribution of malware, the distribution of illegal substances or regulated substances in the absence of the required authorisations, counterfeiting, pirating, etc. The customer is further required to comply with all legal and political requirements with respect to the provision of pornographic and/or erotic content.

13.5 A registered domain name may be temporarily blocked or deactivated if the content provided under the domain name constitutes a serious violation applicable law or this agreement and the customer fails to respond to a request from the Registrar or Registry to delete or modify the content accordingly.

13.6 Where a single domain name is cancelled or transferred by the customer, or cancelled due to a breach of the registration agreement, binding decisions in respect of domain name disputes or other causes set out in the present terms and conditions, there is no entitlement to a free domain name replacement or other refund, on the condition that the Registrar was not negligent or grossly negligent in cancelling the domain name. This also applies to other services and optional extras applicable to the relevant domain names.

13.7 The customer agrees to clarify and resolve any domain name disputes in accordance with the dispute resolution conditions applied by the various registries.

13.8 The customer undertakes not to transfer the domain name to a third party while a dispute resolution procedure is under way or where a dispute must be brought before the courts.
14. Confidentiality and Data Protection Policy

14.1 Infomaniak informs the customer that their data are processed and stored in the domain name registration and management process. Under no circumstances will the information obtained be sold and will be treated with the utmost confidentiality, with the exception of the WHOIS service which requires the publication of data with respect to the owner of the domain in specialised databases.

14.2 The Registrar informs the customer that personal data are also collected, stored and processed in the context of performance of the contract and that such data may also be provided to third parties involved in the performance of the contract.

14.3 The registrar is authorised to continually store the data needed for invoicing in accordance with law.

14.4 In the event of requests by the police or governmental authorities, Infomaniak is authorised to communicate the data to these authorised persons. The same applies to communication to third parties making plausible claims as to violation of their rights.

14.5 The customer may request information on their personal data free of charge at any time.

14.6 In the context of use of the Domain Privacy service, the following data regarding the domain owner are transmitted to the Domain Privacy Trustee SA so that the domain holder can be contacted in the event of a claim, misuse or serious requests (e.g.: journalists, official bodies, etc.): full name, postal address, email address, telephone number.

Amendment dated 15/05/2020