Article 1 – General

The Special Terms and Conditions shall apply without limitation or qualification to the Web Hosting services offered by Infomaniak Network SA (hereinafter "Infomaniak") and to any natural or legal person (hereinafter, the "Customer").

They shall take precedence over the General Terms of Service (hereinafter referred to as the "TOS") should any conflict arise between these documents.

Only the French version of this document shall be binding.

Article 2 – Description of the service

As part of the service provided, Infomaniak offers its clients a Hosting space with a private and secure network within its datacenters. Four web applications per site can be installed there using the installer which is made available to you. The number of web applications installed is not limited for installations carried out manually.

On these shared hostings, the following PHP functions are blocked: set_time_limit(); passthru(); system(); popen(); shell_exec(); proc_open().

Starter Formula (hosting included as part of the domain name sale offer):

The traffic quota included per Hosting per month is unlimited incoming and 1TB outgoing. Disk space is limited to 10 MB for pages in HTML format only (CGI, Perl, PHP, etc. scripts, and PHP, MySQL, ASP, etc. languages disabled). The Customer has an FTP account for updating the site.

Article 3 – Billing

The applicable rates for Web Hosting are available at www.infomaniak.com.

Unless full payment of the renewal price set in the rate is made, Infomaniak may not perform the renewal requested by the customer. Infomaniak shall suspend the Web Hosting 39 days after the anniversary date of the contract and delete it after 35 additional days (site + backups). No recovery will be possible once the service is deleted.

Infomaniak reserves the right to ask the client to pay a security deposit to cover their consumption if Infomaniak deems it necessary in view of the use of the service.

Article 4 – Infomaniak's Obligations and Responsibilities

Infomaniak hereby agrees to:
- Maintain the infrastructure in working order (in the event of a failure thereof, Infomaniak hereby agrees to replace the defective equipment as soon as possible, unless the failure is not of its making, or to perform other interventions that would require interruption of service exceeding the usual replacement times)

- Intervene promptly in the event of an incident not resulting from the misuse of the service by the Customer

Infomaniak cannot be held liable in the event of:

- Fault, negligence, omission or default by the customer, non-compliance with recommendations given

- Fault, negligence or omission by a third party over which Infomaniak has no control

- A force majeure event or incident beyond Infomaniak's control (see Article 7 of the TOS)

- A service shutdown for all the reasons referred to in Article 5 of the Web Hosting Special Terms

- Misuse of services by the Customer

- Partial or total destruction of information transmitted or stored following errors attributable directly or indirectly to the Customer

- Total or partial non-compliance with an obligation and/or failure of the network of transmission operators towards the Internet and access providers in particular

Infomaniak hereby reserves the right to interrupt its services to the Customer:

- In order to perform a technical intervention to improve operations

- If the customer's service is a danger to the maintenance of security of the Infomaniak infrastructure (hack of the Web Hosting, detection of a breach of security in the system, abnormal use of resources, etc.)

Infomaniak shall then inform the Customer, within a reasonable time and to the extent possible, of the nature and duration of the intervention, so that the client may take appropriate measures. Depending on the case, the connection will be restored only when the corrective actions have been performed by the Customer.

Infomaniak provides no guarantee for the consequences of using the service by the client.
Article 5 – The Customer’s Obligations and Responsibilities

The Customer hereby agrees to:

- Use the service, including the network resources allocated to it, on good terms

- Develop and maintain their scripts, applications (CMS, forums, and other) and their dependencies (otherwise, these tools, official or derived from personal development, may have security vulnerabilities and jeopardize the security of the infrastructure via diverted uses. In the event of problems caused by using an earlier version than the most current version or one with a flaw, or by the non-installation of an update, Infomaniak cannot be held responsible.)

- Have the power, authority, and capacity necessary for the conclusion and execution of the obligations under the Web Hosting Special Terms

Article 6 – Saving data (except Starter formula)

Infomaniak preemptively backs up the contents of the Web Hosting once a day on servers distributed among several of our datacenters. Seven successive backups are kept and can be restored by the customer.

Infomaniak hereby reserves the right to discontinue the service in order to conduct a technical intervention to improve its operation. Infomaniak shall then inform the Customer, within a reasonable time and to the extent possible, of the nature and duration of the intervention, so that the client may takes appropriate measures. It shall then be up to the Customer to be vigilant about the next backup.

The Customer hereby acknowledges that all saved data is erased by Infomaniak following the non-renewal of the contract or upon early termination. The Customer shall take care to collect all their data before the contract expires.

Article 7 - Patchman Security Scanner Service

7.1 Patchman Security Scanner is a free service included in your hosting which proactively detects and corrects known security vulnerabilities in popular web applications such as WordPress and Joomla. This protection also detects malicious files and automatically quarantines them to maintain your reputation and to ensure your sites are not penalized by search engines.

7.2 You may disable it at any time via your admin console.

7.3 Malicious software detection is performed locally on your hosting which means that Client Content never leaves the Infomaniak infrastructure.
7.4 A file detected as malicious is moved to a secure folder and is then automatically deleted after 6 months. During this period, the Client may cancel this operation from their admin console at any time.

7.5 The Client is notified by email whenever a vulnerability or a malicious file is detected or automatically corrected or quarantined.

7.6 The Client acknowledges and accepts that Infomaniak is permitted to use third-party company services to deliver the Patchman Security Scanner Service without the Client's consent.

**Article 8 – Confidentiality policy**

Aside from public access through the Internet and using a standard browser, and access via FTP/SSH (FTP in the case of a Starter formula) at the discretion of Infomaniak Customers and under their responsibility, only system administrators and Infomaniak support team have a technical access to these data to ensure the smooth operation of servers, in order to provide all the advice and assistance that the Customer might need.

Infomaniak makes backup copies of everything it hosts, for the obvious reasons of continuity of information. All backups of customer data are destroyed after seven days (see Article 6 of the Web Hosting Special Terms).

In case of a suspected intrusion into the processing of data on the Infomaniak installations, the latter hereby reserves the right to access the Customer's information and possibly to immediately shut down their account or service.

Under this contract, regardless of the reason, Infomaniak hereby agrees to remove and destroy the files related to the Customer's site present on its infrastructure.

**Article 9 – Jurisdiction and applicable law**

The customer hereby agrees to comply with domestic and international laws in effect for the life of this agreement.

Moreover, Infomaniak shall endeavor to respect the decisions of the authorities of OECD member countries.

Any dispute in connection with this contract, its conclusion, execution or termination is subject to Swiss law, the exclusive place of jurisdiction being in Geneva, subject to appeal to the Federal Court in Lausanne.

Amendment dated 03/06/2019