Article 1 - General

The Special Conditions apply without restriction or reservation to all e-mail services offered by Infomaniak Network SA (henceforth "Infomaniak") to any physical person or corporation (henceforth "Customer").

The Special Conditions override the General Conditions of Use (henceforth "GCU") should any contradiction come to light between these documents.

Only the French version of this document is authoritative.

E-mail is not subject to a disk space quota and there is no size limit for e-mails. Any misuse may lead to early termination.

Article 2 - Prevention of spamming from the Infomaniak network (SMTPban)

In accordance with Article 9.10 of the GCU, the sending of unsolicited bulk e-mails is prohibited.

Infomaniak puts a system of technical measures in place designed to prevent the sending of fraudulent e-mails and "spamming" from its infrastructures. This operation is performed regularly and completely automatically.

In the event of e-mails identified as spam or fraudulent being sent from the Customer's account, Infomaniak informs the Customer and quarantines the account in question.

E-mails are then sent out as soon as we are assured that no well-founded complaint may be made, or destroyed if they were unwittingly sent or if the sender cannot prove that their e-mail address list is compliant (see Article 5 of the GCU).

Any further e-mail identified as spam will lead to the account being frozen again. As of the third suspension, Infomaniak reserves the option to decline any further request to unfreeze the account, and to terminate the entire service.

Article 3 - Data backups

Infomaniak preventively backs up of the contents of mailboxes once per day to servers distributed across several of its data centres. Seven successive backups are kept and may be restored upon request.

Infomaniak reserves the option to interrupt the service to carry out technical operations in order to improve the operation of the service. Infomaniak will then notify the Customer in a timely manner and insofar as is possible, informing them of the nature and duration of the intervention, in order for the Customer to make arrangements accordingly. It is then the Customer's responsibility to pay attention to their next backup.
The Customer acknowledges that all information backed up will be erased by Infomaniak on non-renewal of the contract or early termination. The Customer will take care to repatriate all of their data prior to the contract expiry date.

**Article 4 - Privacy policy**

E-mail is considered strictly confidential in its entirety. Only the combination of two pieces of information (an identifier in the form of an e-mail address along with a password) allows the Customer to access the service. The Customer is fully responsible for the safekeeping and use of their identifier and password. They must take all due measures to prevent unauthorised or fraudulent use of their e-mail. To this end, they must regularly change their password and never disclose it.

The Customer is provided with an interface allowing them to grant Infomaniak support access to their personal space for a limited time. It is also possible for them to revoke that access at any time.

Infomaniak has an e-mail monitoring interface allowing them, freely and at any time, to obtain the size of a mailbox (as the number of e-mails and space taken) as well as the names of folders present and the number of e-mails in each folder. No information regarding the content of e-mails (individual size, senders, recipients, subjects, content, dates) is visible, and hence this interface is freely accessible to the company to assist with its task of providing support to Customers. Access to this tool is highly secure and tightly controlled.

Amendment dated 02/06/2014