Article 1 - General

The Special Conditions apply without restriction or reservation to all Managed Cloud Server 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.

Article 2 - Service description

As part of the service, Infomaniak makes a Cloud Server within its Swiss data-centres available to customers, with a private and secure network.

Traffic through the Cloud Server is unlimited in terms of entries and exits. The guaranteed bandwidth has a speed of 100 Mbit/s.

For every Cloud Server, the customer is the sole administrator of their resources and has the option of taking out additional resources (CPU, memory and storage).

Article 3 - Billing


Unless the renewal price set out in the pricing schedule is paid in full, Infomaniak will not be able to perform the renewal requested by the Customer. Infomaniak will proceed to suspend the server 39 days following the contract anniversary date and will remove it after a further 35 days (server + backups). No recovery will be possible once the service has been removed.

Infomaniak reserves the right to ask the Customer to pay a deposit covering the Customer's resource use, whenever Infomaniak deems this necessary in view of the Customer's use of the service.

Article 4 - Infomaniak's obligations and responsibilities

Infomaniak undertakes to:

- maintain the infrastructure in working order (in the case of a failure of said infrastructure, Infomaniak undertakes to replace the defective hardware as soon as possible, except for failures not due to Infomaniak, or any other interventions requiring an interruption to service beyond the usual
timeframes for replacement)

- respond as quickly as possible in the event of an incident not caused by misuse of the service by the Customer

Infomaniak may not be held liable in the event of:

- any fault, negligence, omission or failure on the part of the Customer, or failure to follow advice given

- any fault, negligence or mission on the part of a third party over which Infomaniak has no control

- a force majeure, event or incident beyond Infomaniak's control (see Article 7 of the GCU)

- service disruption for any reasons set out in Article 5 of the Special Conditions: Cloud Server

- misuse of service by the Customer or their customers

- partial or total destruction of transmitted or stored information as a result of errors directly or indirectly attributable to the Customer

- total or partial failure to comply with an obligation and/or failure of operators of Internet-bound networks, and access providers in particular

Infomaniak reserves the right to suspend services to the Customer:

- in order to carry out servicing in order to improve operation

- if the Customer's service represents a risk to safeguarding the security of the infrastructure (hacking of the Cloud Server, detection of a security flaw in the system, abnormal resource use, etc.)

Infomaniak will then inform the Customer, within a reasonable time and insofar as possible, of the nature and duration of the intervention, in order for the Customer to make arrangements. Where applicable, the connection will not be re-established until remedial action has been completed by the Customer.

Infomaniak provides no guarantee with respect to the consequences of use of the service by the Customer.

Article 5 - Customer's obligations and responsibilities

The Customer undertakes to:
- use the service, including inter alia the network resources allocated to them, in a sensible manner

- update and keep up to date their scripts, applications (CMS, forums, etc.) and dependent resources (otherwise, such tools, whether official or developed by the Customer themselves, may introduce security flaws and pose a risk to the security of the infrastructure through hacking. In the event of issues arising from the use of a version prior to the current version or containing a flaw, or failure to install an update, Infomaniak may not be held responsible).

- ensure they have the necessary right, authority and ability to commit to and execute the undertakings set out in the Special Conditions: Cloud Server

The Customer is hereby informed that:

- Infomaniak’s activities pursuant to a Cloud Server contract are limited to making available the hardware and networking resources needed for the Cloud Server (to this end, Infomaniak provides only the rental of a specialised infrastructure, without having any control over the content of sites stored on the service)

- the Customer may not physically access the servers at any time

**Article 6 - Data backups**

Infomaniak preventively backs up of the contents of the Cloud Server 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 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 – Privacy policy**

Apart from public access via the Internet using a standard browser, and access for updates via FTP/SSH at the discretion of Infomaniak customers and under their responsibility, only system administrators and the Infomaniak support team have maintenance access to this data in order to ensure that the servers operate correctly, and to offer any appropriate advice and assistance that the Customer may require.

Infomaniak makes backup copies of everything that it hosts, for obvious reasons of data continuity. All customer data backups are destroyed after 7 days (see Article 6 of the Special Conditions: Cloud Server).

In the event of suspected intrusion into a data processing system located on Infomaniak's infrastructure, Infomaniak reserves the right to access the Customer's data and potentially halt their account or service immediately.

Under the terms of the contract, whatever the reason for the aforementioned action, Infomaniak undertakes to remove and destroy files relating to the Customer's site that are present on its infrastructure.

**Article 9 - Service Level Agreement (SLA)**

Whenever the service is unavailable or suffers malfunctions for which Infomaniak may be deemed responsible, Infomaniak undertakes to monitor the main functions on which normal operation of the Cloud Server is dependent.

In the event of an alert being raised on one of the functions monitored by Infomaniak, Infomaniak
undertakes to make every effort to resolve the issue as soon as possible via its round-the-clock emergency response service.

The uptime (availability) ratio for the server environment monitored and administered by Infomaniak shall be greater than 99.99% (52 minutes of cumulative downtime per year, including maintenance).

The maximum downtime (unavailability) shall not exceed 1 hour (with the understanding that 4 outages of this type per year will give rise to a system of “penalties”) for each outage occurring and 2 hours 30 minutes in the event of restoration of a backup to a new server. The Customer will be notified in the event of any fault detected by Infomaniak.

Should the Customer suspect any malfunction across Infomaniak’s infrastructure, it is the Customer’s responsibility to contact Infomaniak’s support department via www.infomaniak.com, flagging the issue as urgent. Infomaniak will make every effort to respond to the Customer as quickly as possible.

The Customer reserves the right to enforce penalties in the amount of 50% of the total annual price of the contract in the event of disruption to service due to negligence on the part of Infomaniak or its subcontractors in the event of non-resolution of system errors or faults by Infomaniak or its subcontractors.

**Article 10 - Court of jurisdiction and applicable law**

The Customer undertakes to comply with Swiss and international law in force for the entire duration of the contract.

In addition, Infomaniak will endeavour to comply with the judgements of authorities from OECD member countries.

Any dispute in relation to the present contract, or the signing, enforcement or termination thereof, is governed by Swiss law, with the sole court of jurisdiction being in Geneva, subject to any appeal to the Federal High Court (Tribunal Fédéral) in Lausanne.

Amendment dated 09/11/2015