Article 1 - Field of application

The Special Terms and Conditions shall apply without limitation or qualification to the My WordPress Site tool 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 and Conditions of Service should any conflict arise between these documents.

Only the French version of this document shall be binding.

Article 2 - Description and Scope of Service

In the context of providing the service, Infomaniak provides the customer with a tool called My WordPress Site, enabling the installation of WordPress on a web hosting space provided for this purpose, and the ability to use themes provided by a third party for the exclusive use of Infomaniak customers.

Article 3 - Billing

The My WordPress Site Tool is provided at no extra charge during the entire period of the hosting contract.

Article 4 - Infomaniak's Obligations and Responsibilities

Infomaniak strives to offer the tool in its latest version.

Minor or critical updates are automated, with major updates being available in the WordPress control panel as soon as they are released.

The tool provided represents a free additional service offered on a voluntary basis. Infomaniak hereby assumes no liability of any kind for the applications used. The installation and use of the applications provided in the administration interface shall be performed at the customer's own risk. In particular, Infomaniak hereby provides no assurance or guarantee regarding the stability, reliability, quality, suitability for a particular use or specific results of these applications and accepts no liability in this regard.

Article 5 - The Customer's Obligations and Responsibilities

By making content available through My WordPress Site, the customer thereby warrants that he/she is not in violation of the Special Terms Conditions he/she accepted when subscribing to the hosting service.
The customer shall be responsible for the content of the site and for maintaining its security.

Furthermore, the Customer hereby agrees to:

- Apply security updates to the tool, modules and other items related to the tool
- Observe the license terms and conditions of providers/producers regarding the applications used
- Use the themes provided by Infomaniak only for Infomaniak domains and to discontinue their use in the event of a change in host
- Delete/uninstall any application which he/she no longer needs or which is no longer used

**Article 6 - 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 29/09/2014