Synology NAS

Article 1 - General

The Special Terms shall apply without restriction or reservation to all of the Synology (hereinafter, "Synology") brand network storage server rental services offered by Infomaniak Network SA (hereinafter, "Infomaniak") and to any natural or legal person (hereinafter, the "Customer"). They shall prevail over the General Terms of Service (TOS) should any conflict arise between these documents.

Only the French version of this document shall be binding.

Article 2 - Description of the service

In the context of providing the service, Infomaniak shall provide the Customer with a Synology server hosted within its data centers and using a secure private network backed up by generator (n+1) and inverter (n+1), having 2 fiber inputs that do not intersect, physically separated, ensuring redundancy for internal connectivity and operating using redundant cooling systems (n+1).

Incoming and outgoing traffic is unlimited.

Guaranteed bandwidth on the Infomaniak network is at a rate of 1 Gbps.

For each Synology server, the Customer is the sole administrator of his/her resources and has the option to purchase additional resources (number of hard drives and capacity thereof, from among the choices offered by Infomaniak).

Article 3 - Billing

Prices for Synology servers are available at www.infomaniak.com.

Unless full payment is made of the renewal charge established in the price, Infomaniak may not carry out the renewal requested by the Customer.

Infomaniak will proceed with the suspension of Synology 7 days after the anniversary date of the contract and will remove it 74 days after the anniversary date of the contract. No recovery will be possible once the service has been removed.

Infomaniak reserves the right to ask the Customer to pay a security deposit to cover its consumption if Infomaniak considers it necessary in view of the service usage.

Article 4 - Infomaniak's Obligations and Responsibilities

Infomaniak hereby agrees to:
- Have no software access on the Customer's Synology server

- Keep the infrastructure in working order (in case of a failure of the latter, a hardware fault on a hard drive, for example, reported by the customer, Infomaniak hereby agrees to respond within 24 hours and to organize the replacement of defective equipment with the Customer's approval as soon as possible, unless the failure is not its doing, or perform any other interventions that would require a service interruption exceeding the usual replacement times)

- Perform a visual inspection once a week (check the lights on the hard drives indicating a hardware problem), and in case of a malfunction, Infomaniak shall contact the customer by email in order to obtain his/her approval to perform a disk change within 24 hours. Without a response from the Customer, Infomaniak will try to make contact them by other means (telephone, SMS). In all cases, Infomaniak cannot be held responsible for the Customer's data.

- Act promptly in case of an incident non-consecutive to misuse of the service by the Customer

Infomaniak may not be held liable in cases of:

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

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

- Force majeure, an event or incident beyond the Infomaniak's control (see Article 7 of the TOS)

- Stoppage of the service for all the reasons referred to in Article 5 of the Synology Special Terms

- Malfunctions due to misuse, e.g. mishandling of the services by the Customer

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

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

Infomaniak reserves the right to discontinue its services to the Customer:

- In order to carry out a technical intervention to improve its operation

- If the Customer's service is a danger to maintaining the security of the Infomaniak infrastructure (hacking of the Synology server, detection of a security breach in the system, abnormal resource usage, 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 Customer may make the necessary arrangements. Depending on the case, the connection will be restored when the corrective actions have been taken by the Customer.

Infomaniak makes no guarantee regarding the consequences of the use of the service by the Customer.

Article 5 - The Customer's obligations and responsibilities

The Customer hereby agrees to:

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

- Have the power, authority and capacity necessary for the conclusion and implementation of the obligations under the Synology Special Terms

The Customer is hereby informed that:

- Infomaniak's intervention under the subscription of a contract for the Synology server is hereby limited to the provision of material and network resources necessary for the Synology server (in this capacity, Infomaniak only rents a specialized infrastructure, with no control of the content stored on the service)

- At no time may he/she physically access the Synology server

Article 6 - Privacy policy

At the termination of this contract, regardless of the reason, Infomaniak hereby agrees to remove and destroy the Customer's data stored on the service.

Article 7 - Jurisdiction and applicable law

The Customer agrees to comply with Swiss and international laws throughout the life of the contract.

Furthermore, Infomaniak shall endeavor to respect the judgments of the authorities of OECD member countries.

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

Amendment dated 11/08/2014