1. Scope

1.1. These Special Terms and Conditions, supplementing the Infomaniak General Terms and Conditions of Use (hereinafter "GCU"), define the conditions under which Infomaniak undertakes to provide the Client with a service for backing up electronic files.

1.2. The Swiss Backup service can only be used in compliance with the Infomaniak GCU.

1.3. These Special Terms and Conditions shall prevail over the GCU if a contradiction arises between these documents.

2. Description and scope of service

2.1. Infomaniak provides a data storage platform for backing up, hosting and restoring files provided by the Client on this platform.

2.2. The Client gives Infomaniak permission to use the files transmitted to the Swiss Backup service for the sole purpose of providing this service, namely storing, displaying and restoring the files. Infomaniak agrees not to sell your data to third parties or to use it for advertising purposes.

3. Data location

3.1. Infomaniak guarantees the data is located in Switzerland. All data transmitted by the Client to Infomaniak is stored and exclusively hosted in datacentres that are owned by Infomaniak and located in Switzerland.

4. Infomaniak's obligations and responsibilities

4.1. Infomaniak does not actively monitor the files that you upload and save. However, we have the right to delete files that you store with Swiss Backup for any reason (including for copyright or proprietary rights infringement, or if we learn that the content is clearly illegal). Infomaniak does not assume any responsibility for the content that you (or any other person) might store using the Swiss Backup service.

5. Client's obligations and responsibilities

5.1. The Client is solely responsible for the files transmitted to the Swiss Backup service and assumes all risks associated with them, including those related to intellectual property or any other legal claim. By using and storing files on the Swiss Backup service, you understand and declare that you have the necessary rights to these data.

5.2. With respect to any standard software and any other software developed or provided by third...
parties, the Client agrees to accept and comply with the general terms and conditions applied by third parties to the rights of use, licence and service associated with such software.

6. Payment modes

6.1. The cost for the Swiss Backup service will be indicated on the www.infomaniak.com site and during the ordering process for the service.

7. Duration and expiration of the service

7.1. Infomaniak endeavours to notify the Client in a timely manner before the end of the service term. However, it is the Client's responsibility to comply with the deadlines. In the event of non-payment, devices attempting to send us files will no longer be backed up, and your backup data on our servers will be permanently deleted.

7.2. Termination by the Client or by Infomaniak shall not entail any right to reimbursement or credit. If Infomaniak suffers damages as a result of the termination or due to the circumstances that led to the termination, such damages can be charged to the Client. All of the Client's unpaid amounts will remain due in full and due immediately.

8. Termination

8.1. Infomaniak can immediately terminate the service before its expiration date if your use of the Backup Service:

- violates laws, regulations, ordinances or directives.
- is contrary to our policies and conditions.
- is threatening, abusive, harassing, defamatory, criminal or invasive of another person's privacy.
- interferes with the proper operation of software, hardware or equipment.
- inhibits the use or enjoyment of our services by anyone or could harm Infomaniak or our users.

9. Contract modification

9.1. In compliance with Infomaniak's GCU and the terms thereof, these Special Terms and Conditions are subject to modification in order to take into account any legal, technical or judicial changes.
10. Limitation of liability

10.1. The Client understands and agrees that Infomaniak cannot in any case be held liable to the Client for any loss sustained by the Client.

10.2. The Client understands and agrees that Infomaniak cannot be held liable to the Client for any loss, including indirect, accidental, specific or consecutive damages incurred by each party due to loss, theft, unauthorised disclosure or manipulation, alteration, loss of use or any other compromise concerning the login credentials or passwords used by the Client.

Amendment dated 06/11/2018