1. Scope

These Special Terms and Conditions, supplementing the Infomaniak General Terms and Conditions of Use (hereinafter "GCU"), seek to define the conditions under which Infomaniak undertakes to provide the Client with an SSL Certificate linked to the Domain Name of its choice.

The SSL Certificate service can only be used in compliance with the Infomaniak GCU.

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

2. Description and Scope of Service

Infomaniak only offers the SSL Certificate service when the Client has a Domain Name.

The Client authorises Infomaniak to act as an intermediary with the selected Certification Authority. By using this service, the Client agrees to read and accept the subscription agreements of the selected Certification Authority.

The Certification Authority will proceed to the validation process for the SSL Certificate requested by the Client. The Client may be contacted by the Certification Authority.

The SSL Certificate is valid for the agreed duration, unless the SSL Certificate is withdrawn in the meantime.

The Client acknowledges that the SSL Certificate is linked to the principal Domain Name that it chose. In this sense, it is not transferable from one Domain Name to another, whether subscribed with Infomaniak or with a third party registrar, during or at the end of the contract.

The Client is aware that the certification authorities with which Infomaniak collaborates can make the final unilateral decision to proceed with the authorisation, adjustment or withdrawal of Certificates and the Client declares that it understands and accepts this fact. Infomaniak will endeavour to assist and inform the Client as actively as possible during the process of authorising, adjusting or withdrawing Certificates.

After issuing it, the Certification Authority grants the Client a non-exclusive, revocable and non-transferable licence to use the SSL Certificate on the server hosting the domain name(s) listed in the Certificate.

3. Infomaniak's obligations and responsibilities

Infomaniak undertakes to fulfil all the tasks assigned to it pursuant to these Special Terms and Conditions, with all due attention and with the required degree of skill. Infomaniak's sole
responsibility is to provide due care.

Infomaniak's obligations under these Special Terms and Conditions are limited to a role of intermediary between the Client and the provider supplying the SSL Certificate, namely the Certification Authority.

Infomaniak can, at its sole discretion, and after having alerted the Client at least 30 days in advance through its usual communication means (e.g. email mailing lists, admin console or Manager), proceed to modify or terminate the SSL Certification service if the Certification Authority ceases its operations or no longer has the right to deliver SSL Certificates.

Infomaniak guarantees that it will be possible to withdraw the Certificate at any time. Infomaniak will not be responsible for damages to the extent that the Client knew, or should have known, that the Certificate must be withdrawn and did not immediately inform Infomaniak. Infomaniak is responsible for the late withdrawal of a Certificate only to the extent that Infomaniak has been negligent in withdrawing the Certificate.

Infomaniak will make every effort to verify that the information provided is correct and complete, and will maintain up-to-date records of each inspection performed and any changes made. Infomaniak can only be held liable for damages resulting from incorrect or incomplete data in the Certificate if, and to the extent that, Infomaniak has been negligent in the validation process.

4. Client's obligations and responsibilities

Infomaniak reminds the Client that in connection with the provision of the SSL Certificate it must communicate its correct and updated contact information to Infomaniak. The Client recognises that Infomaniak or the Certification Authority can cancel the SSL Certificate if the Client provides incorrect contact or other information.

The Client agrees to be solely responsible for the hosting space of the site on which the SSL Certificate is installed and to have access to its management.

The Client will take all necessary measures to secure, keep secret and keep under its own management the private key, which forms part of the pair of keys with the public key of the certificate. The Client will also take precautions to protect and keep secret the resources with which access to the private key can be requested, such as the passwords and/or tokens.

The Client is obligated to obtain any authorisation, permission or licence which may be required to use the SSL Certificate and to keep them current.

The Client shall follow the Certification Authority's instructions relating to a stolen private key as quickly as possible and at least within one hour after the notification.
The Client shall immediately stop using the private key which is part of the key pair with the requested SSL Certificate public key if the SSL Certificate is withdrawn as a result of misuse or theft of the private key.

The Client shall immediately stop using the SSL Certificate and its accompanying private key and shall request Infomaniak to withdraw the SSL Certificate concerned if:

the information in the SSL Certificate is incorrect (or becomes incorrect); or

in the event of suspected malicious use or theft of the private key that is part of the key pair with the public key in the requested SSL Certificate.

The Client shall inspect the SSL Certificate data to verify that it is correct.

The Client shall not use the authorised SSL Certificate to transmit (both by sending e-mails or by a download that uses any form of communication protocol), receive (both by soliciting an email or by a download that uses any form of communication protocol), divulge, display or use any other type of information which could be illegal, or which does not comply with these Special Terms and Conditions and the Infomaniak GCU or the Certification Authority's conditions of use and all applicable laws and regulations.

The Client shall install the certificate(s) only on its servers having access indicated in the Certificate.

5. Payment modes

The cost for the SSL Certificate will be indicated on the Website and during the ordering process and will be shown on the Infomaniak.com website.

Infomaniak may increase the cost at the start of each renewal period to reflect the corresponding increase in the retail price index, subject to 30 days' notice to the Client via the usual means of communication with the Client (e.g. email mailing lists, admin console and the Infomaniak.com website).

Infomaniak wishes to recall that its role is that of intermediary with the Certification Authority. Therefore, Infomaniak bears no responsibility if during the process of verifying eligibility for an SSL Certificate, the Certification Authority refuses to deliver the SSL Certificate. No payment to Infomaniak by the Client concerning the authorised SSL Certificate will be reimbursed, including if the Client should provide incorrect contact or other information when ordering the service.

6. Duration and expiration of the service

For EV and DV certificates, 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. To renew its SSL Certificate, the Client must proceed to a new order which will be subject to the same validation process as the initial order.

oreover, a revoked SSL Certificate cannot be renewed.

Certificates delivered by Let's Encrypt are valid for 90 days and are automatically renewed by Infomaniak before their deadline.

Only the owner of the SSL Certificate is authorised to request the revocation of this automatic renewal at any time prior to its expiration. In this case, the Client must immediately stop using its SSL Certificate. Infomaniak will not provide any reimbursement and cannot be held responsible for any loss or damage caused during the interval between the Client's request for revocation and Infomaniak's implementation of the revocation.

If a violation of these Special Terms and Conditions and GCU occurs, Infomaniak can immediately terminate an SSL Certificate by written notification effective immediately and without formal notice or judicial intervention. When Infomaniak considers that an infraction can be remedied, a provisional moratorium of seven working days will be granted after a written request by email to the Client requesting the resolution of the dispute as soon as possible.

Termination by the Client or by Infomaniak shall not entail any right to reimbursement or credit. If Infomaniak has suffered 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.

7. Contract modification

In compliance with Infomaniak’s General Conditions of Use 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, or any rule established by the Certification Authority.

8. Limitation of liability

The Client also accepts that Infomaniak cannot be held liable to the Client for any loss incurred by the Client due to the use of the SSL Certificate outside the scope of use as specified in these Special Terms and Conditions and Infomaniak's GCU.

The Client acknowledges 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 private keys used by the Client.
Amendment dated 06/11/2018