

## **Article 1 - General**

1.1 Terms beginning with a capital letter have the meaning defined in this Contract, or, failing that, by the definition given in the Infomaniak Lexicon available on the infomaniak.com website.

1.2 The Particular Conditions for Partners apply without restriction or reserve to all the services offered by Infomaniak Network SA (hereinafter referred to as "Infomaniak") to any natural or legal person (hereinafter referred to as "Partner" or "Reseller").

1.3 Like any other Infomaniak Customer, the Partner is subject to the provisions of the General and Special Conditions that govern the supply of Infomaniak services. In the event of a contradiction between the present and the other General and Special Conditions, the present shall prevail.

1.4 Infomaniak grants the Partner the right to use the title of partner for the Infomaniak Services that it wishes to offer to its end customers. The purpose of this contract is therefore to define the provisions that govern the relationship between Infomaniak as a service provider and the Partner as a reseller. The term "partner" must therefore be understood as "partner for the Services provided by Infomaniak", and not as a representative of Infomaniak with the powers of a commercial or official agent. The Parties explicitly declare that they are independent commercial and professional partners and that they will remain so for the duration of this contract.

1.5 Infomaniak reserves the right to refuse any partnership request submitted by a potential Partner who is not registered in the Trade and Companies Register, or whose declared field of activity is clearly unsuited to the nature of the services marketed by Infomaniak.

1.6 The conclusion of this contract excludes, de facto, participation in the Infomaniak Affiliate Programme. Infomaniak reserves the right to suspend the Affiliate contract of any new Partner.

## **Article 2 - Tender platform**

2.1 Infomaniak puts private individuals or companies in contact with its Partners free of charge by means of a public tender form on the Infomaniak Site or from the menu dedicated to this purpose in the Manager.

2.2 The Partner may respond to requests for quotes via his Manager. The mandates obtained by the partner thanks to Infomaniak or its tender platform must be hosted on Infomaniak's servers.

2.3 If Infomaniak discovers that the Partner is directing its customers won through Infomaniak, or its tendering platform, to be hosted by a provider other than Infomaniak without informing Infomaniak with a valid reason beforehand, Infomaniak will be entitled to terminate this contract with immediate effect.

## **Article 3 - Partner directory**

3.1 Infomaniak offers a public directory listing all Partners according to their level of partnership and their declared skills, in particular to offer them visibility on the Infomaniak site.

3.2 The Partner agrees and understands that all information provided in the directory must be correct and up to date. The Partner can manage their information and the items published in the directory, modify or delete them via the partner area of their Manager.

3.3 The Partner accepts and understands that his place in the directory may vary according to the level of partnership. Consequently, the partner will in no way oppose Infomaniak as to his position or his degree of visibility in the directory.

## **Article 4 – Infomaniak’s obligations and responsibilities**

4.1 Infomaniak undertakes to give the partner a price advantage, in the form of a discount or income (cashbacks), on a selection of Infomaniak products specified on the <https://www.infomaniak.com/fr/programme-revendeur> page. The payment of the revenues shall take place ninety (90) days after the payment of the initial order or the renewal of the product(s) and in the form of an amount deposited in the prepaid account of the Partner's Customer Account.

4.2 Infomaniak undertakes to develop specific tools for the Partner and to keep them up to date, in particular the call for tenders platform (see corresponding article) and the Partners' directory (see corresponding article).

4.3 The compensation due by Infomaniak in the event of a failure resulting from a fault attributable to Infomaniak will correspond to the direct, personal and certain loss linked to the failure in question, to the express exclusion of any indirect damage, including in particular a commercial loss, loss of orders, damage to the brand image, or any other commercial issue, loss of profits or Customererele (e.g. inappropriate disclosure of confidential information due to faults in or hacking of the system, actions of third parties against the Partner).

4.4 Infomaniak reserves the right to check compliance with the conditions of use of the Services as well as the activity and identity of the Partner if necessary.

## **Article 5 - Partner’s obligations and responsibilities**

5.1 The Partner acknowledges that nothing in this contract releases him/her from the obligation to pay all sums due to Infomaniak for services rendered.

5.2 After the first year of this contract, the Partner undertakes to achieve a turnover of at least CHF 2,000 / EUR 1,800 per year with Infomaniak. In the event that this amount is not or is no longer reached in the following years, Infomaniak will have the right to terminate this contract within 15 days after having duly notified the Partner.

5.3 The Partner is free to establish his own contract binding him to his end customer. This does not release the end customer, in the event of using the Services via the Infomaniak administration console, from accepting and complying with the TCU and Special Conditions specific to the Services used.

5.4 The Partner may be held liable for the consequences of any malfunctioning of the Services resulting from the use by its staff.

5.5 The Partner undertakes to respect the official colours and markings of Infomaniak wherever they are displayed, not to use Infomaniak's brands and logos for purposes other than the execution of this contract and not to register the brands, logos or names used by Infomaniak.

5.6 In the event that a bankruptcy is declared or that the Partner's company goes into liquidation, Infomaniak must be informed as soon as possible. The Partner must take steps to ensure the continuity of the Services of its customers for whom it manages Services on its own Organization. This may mean the transfer or return of the said Services. In such a situation and in the event of a request from the End Customers, Infomaniak reserves the right to apply the procedure set out in the article Unavailability of the Partner.

## **Article 6 - End Customer Management System**

6.1 The relationship between the Partner and the End Customer can be formalised in three ways: a. The End Customer invites the Partner to its Organization; b. The Partner invites the End Customer to manage the Services on the latter's Organization; c. The Partner manages the products of the End Customers on its own Organization;

6.2 Where the Partner manages the End Customer's products on the End Customer's Organization ("Managed Customer"), at the invitation of either party, the terms and conditions of the partnership shall be defined during the invitation process, i.e. the specific rights to the Services as well as the means of payment to be used for orders and renewals.

6.3 Where the Partner's payment methods are selected - meaning that the Partner will be responsible for the order and renewal of the Service(s) - the Partner shall receive a direct discount on the order/renewal price depending on the product concerned. When the end customer's means of payment are defined - meaning that the end customer will be responsible for the order and renewal of the Service(s) - the Partner will receive income (cashback), up to the percentage defined for the Service(s) concerned, in the form of a deposit to the Prepaid Account.

6.4 With respect to specific rights to the End User's Organization, the End User will determine the type of access the Partner will have. The End Customer may grant full access or limited access to its Organization. In any case, the End Customer will remain the person responsible for its Organization.

6.5 When the management of the Services is carried out on the End Customer's Organization, the End Customer may, at any time, terminate the partnership from its Partner management console. This action does not release the End User from any possible contractual obligation towards the Partner.

## **Article 7 - Support**

7.1 The Partner has the duty to advise and assist the end Customer who uses the Services offered by Infomaniak on his own Organization or through the Partner's Organization.

7.2 The Partner is automatically entitled to the Premium Support Plus Offer (for details please refer to the Website and the respective Special Terms and Conditions). The Offer applies to the products in the Partner's Organization. Therefore, the Partner may not use the Premium Support Service in relation to problems encountered with Customers under management.

7.3 In order for an end Customer (under management) of the Partner to benefit from Premium Support, this Service must be ordered on the relevant Customer Organization, either by the Partner or by the Customer depending on the type of Management defined.

## **Article 8 - Unavailability of the Partner**

8.1 In the event that the Partner manages the products of its customers on its own Organization and is in default, which means in particular that: • the partner is out of business/bankrupt, or • Infomaniak does not manage to contact the Partner for forty-eight (48) working hours by email or by telephone from the date of contact by the end Customer, Infomaniak will have the right to intervene to provide support to the end Customer and will inform the Partner by email that if a quick and acceptable solution cannot be found within five (5) working days, Infomaniak will have the right to transfer the products used by the end Customer to the Infomaniak customer account of the end Customer. In this case, the products and their contents, identified by the end Customer, will become his property. In any case, the possible amounts of damages and interest charged to Infomaniak will be limited to the amount of the sums effectively paid by the partner to Infomaniak for the period considered or invoiced to the partner by Infomaniak, or to the amount of the sums corresponding to the price of the Service, for the part of the Service for which Infomaniak's responsibility has been invoked.

## **Article 9 - Duration and termination**

9.1 This contract is concluded for an indefinite period.

9.2 The Partner may terminate this contract at any time by contacting Infomaniak support in writing or by post.

9.3 In the event of termination, the Partner undertakes to immediately cease all use of Infomaniak's brands and logos. Infomaniak undertakes to delete the information provided by the Partner and published on the Infomaniak websites. The tariff conditions linked to the status of partner will no longer be applied when the products are renewed. Furthermore, the services subscribed to in the framework of the partner contract may be limited or suspended by Infomaniak.

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