

# GENERAL CONDITIONS OF SERVICE – MAIL EXCHANGE

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## ARTICLE 1 : OBJET

The present conditions of “MAIL-EXCHANGE” (PEXYS private limited company), have the aim of defining the technical requirements and financial relating to the Mail service collaborative developed by “MAIL-EXCHANGE” (PEXYS private limited company) starting from the solution Microsoft® Exchange 2013 or version superior. The present ones have also as an aim to define the contractual provisions applicable to the subscription and the use of the Service by the Customer.

The Service offers features of E-mail allowing the sending and the reception of e-mails, of calendars, the management of the contacts...

## ARTICLE 2 : MEANS

The Service is accessible by Internet network via an internet connection. “MAIL-EXCHANGE” (PEXYS private limited company) markets an offer of collaborative transport elaborate on the basis of solution Microsoft® Exchange 2013 or higher. The Service presents at the same time features of E-mail but also a space of groupware allowing the file-swapping, the installation of personal calendars, etc... For this reason, “MAIL-EXCHANGE” (PEXYS private limited company) recalls that because of the high-tech of the Service, it would not know being subjected for this reason that to an obligation of means.

## ARTICLE 3 : DESCRIPTION OF THE SERVICE

The Service is defined as an e-mail solution based on the Microsoft® Exchange 2013 solution or higher and, in addition to the e-mail transmission / reception functionality, the pooling of resources or information in a collaborative universe amongst Accounts created on the domain name on which the Service is installed. It can be for this reason, calendars, events, files, tasks of work ...

An Account is defined as a collaborative messaging space created by the Customer and exclusively dedicated to an end user of the Service. Each Account is based on a 2013 or later Exchange License and has its own storage space.

#### ARTICLE 4 : CONDITIONS FOR SUBSCRIPTION OF SERVICE AND ACTIVATION OF THE SERVICE

To be able to subscribe the service, the Client must have a Domain Name for which he is an Administrator. In this sense it recognizes the ability to modify the configuration of the domain name, DNS servers ...

"MAIL-EXCHANGE" (PEXYS SARL) does not guarantee the compatibility of the Service with all extensions available for domain names "MAIL-EXCHANGE" (PEXYS SARL) recommends to the Client to check on the "MAIL-EXCHANGE" SARL) the compatibility of its Domain Name with the Service.

It is imperative that the Client has the status of Administrator of his / her Domain Name prior to any subscription of the Service. Indeed, the implementation of the Service may require operations on the configuration of the Domain Name to allow the proper installation of the Service.

It is the Customer's responsibility to verify that it complies with the provisions of this article prior to any subscription of the Service, failing which, it may request the termination of the Service in accordance with the General Terms of Service of "MAIL-EXCHANGE" (PEXYS SARL).

The activation of the Service intervenes as of the validation of the payment of the Customer and is characterized by the implementation of the Service and the sending by "MAIL-EXCHANGE" (PEXYS SARL) of the access codes allowing its administration.

#### ARTICLE 5 : CONDITIONS OF REALIZATION OF BENEFITS

From the date of the validation of the Customer's order by "MAIL-EXCHANGE" (PEXYS SARL), "MAIL-EXCHANGE" (PEXYS SARL) proceeds to the installation of the Customer Service. It is then up to the Client to connect to his Management Interface to proceed with the configuration of the Service.

The Client must then specify the Domain Name on which he wishes to install the Service and the technical configuration of his Domain Name

The Customer creates the Accounts on Domain Names managed at "MAIL-EXCHANGE" (PEXYS SARL) directly from its Management Interface and for which it will be invoiced or debited under the conditions defined in Article 9 hereof.

"MAIL-EXCHANGE" (PEXYS SARL) offers the Client the possibility to choose from different Accounts, each presenting a list of available functionalities. "MAIL-EXCHANGE" (PEXYS SARL) reserves the right to bring new functionalities or to upgrade the existing functionalities.

It is the Customer's responsibility to determine the functionalities he wishes to assign to each of his users and to subscribe the corresponding Accounts accordingly. The Customer may subscribe to various types of Accounts on the Service.

## ARTICLE 6 : OBLIGATIONS of « MAIL-EXCHANGE» (PEXYS SARL)

"MAIL-EXCHANGE" (PEXYS SARL) undertakes to take all necessary care and diligence to provide a quality service in accordance with the practice of the profession and the state of the art. "MAIL-EXCHANGE" (PEXYS SARL) undertakes to:

6.1. Maintain in working order its technical equipment on which the Customer Service is installed.

6.2. Ensure access to the Management Interface and the Service via the Internet. "MAIL-EXCHANGE" (PEXYS SARL) also reserves the right to interrupt the Service to carry out a technical intervention in order to improve its operation.

6.3. Intervene promptly in the event of an incident not caused by a misuse of the Service by the Customer upon request of the Client.

6.4. To ensure the maintenance at the highest level of the quality of its tools according to the rules and use of its profession.

6.5. Guarantee the confidentiality of the Data of the Client subject to the good configuration by the latter of the accesses linked to the Service in accordance with the provisions of the article 8 of the present.

## ARTICLE 7 : RESPONSABILITE of « MAIL-EXCHANGE» (PEXYS SARL)

"MAIL-EXCHANGE" (PEXYS SARL) reserves the right to interrupt the Customer's Service, if this constitutes a danger to the security of the "MAIL-EXCHANGE" hosting platform (PEXYS SARL), whether due to abnormal, malicious or fraudulent use of the Service. In this case, "MAIL-EXCHANGE" (PEXYS SARL) will endeavor to notify the Customer in advance, as far as possible.

"MAIL-EXCHANGE" (PEXYS SARL) can not be held responsible for the content of the information, sound, text, images, form elements, data of any kind, accessible on the Customer Service, or transmitted or Line by the Customer or the users of his Service for any reason whatsoever.

"MAIL-EXCHANGE" (PEXYS SARL) can not be held responsible for the total or partial non-compliance with an obligation and / or failure of the operators of the transport networks to the Internet world and in particular of the access provider client.

In the context of e-mails, "MAIL-EXCHANGE" (PEXYS SARL) can not guarantee the correct delivery of the e-mail sent from the Service by the Client or one of the users of the Service, if the message size exceeds Standard size used by email service providers namely 10 megabytes (MB).

To guarantee the security of the Service or its proper functioning, MAIL-EXCHANGE reserves the possibility to limit the technical characteristics of access to the Service and in particular the flow rates transferring files, access to the platform or blocking any access from networks or IP addresses considered by "MAIL-EXCHANGE" (PEXYS SARL) as insecure or malicious.

"MAIL-EXCHANGE" (PEXYS SARL) declines all responsibility for the malfunction of the Service due to its configuration by the Customer.

"MAIL-EXCHANGE" (PEXYS SARL) reserves the right to suspend the Service in case of use not in conformity with the present special conditions, or general conditions of Service of "MAIL-EXCHANGE" (PEXYS SARL) Or in the event of a request made to a "MAIL-EXCHANGE" (PEXYS SARL) by a competent authority. Similarly, "MAIL-EXCHANGE" (PEXYS SARL) may have access to the data of the Client at the request of these same authorities.

## ARTICLE 8 : CUSTOMER'S OBLIGATIONS AND RESPONSIBILITY

8.1. The Client acts as an independent entity and therefore assumes solely the risks and perils of its business. The Customer is solely responsible for the services, applications, software stored on its Service, the content of the information transmitted, broadcast or collected, its operation and updating, and any files, including address files. The Customer undertakes in particular to respect the rights of third parties, in particular the rights of the personality, the intellectual property rights of third parties such as copyrights, patent rights or trademarks. Accordingly, "MAIL-EXCHANGE" (PEXYS SARL) can not be held responsible for the contents of the information transmitted, broadcast or collected, their operation and updating, and any files, including address files and In any capacity whatsoever.

"MAIL-EXCHANGE" (PEXYS SARL) can only warn the Customer about the legal consequences that could arise from illicit activities on the Service, and disclaim all joint and several liability for the use of the data made available to users by the customer.

The same shall apply if the Client makes use of the technique of spamming on the Internet, which behavior leads to the termination of service and termination without notice.

In these cases, the Client will not be entitled to reimbursement by MAIL-EXCHANGE (PEXYS SARL) of the sums already paid.

8.2. The Customer shall be solely responsible for the consequences of the Service's malfunctioning due to any use, by the members of its staff, users of its Service, or by any person to whom the Customer has provided a password (s) Connect to all or part of the Service. Similarly, the Customer and / or users of the Service alone bear the consequences of the loss of the password (s) mentioned above.

8.3. The Client is solely responsible for the creation, management, administration and cancellation of the Accounts that it subscribes to as part of the Service. It is his responsibility to ensure proper management of user access to Accounts and any data stored on the workspace collaborative. It is up to the Customer to generate the passwords for each of the Accounts he creates within the framework of the Service.

As such, "MAIL-EXCHANGE" (PEXYS SARL) declines any responsibility in the event of intrusion into the Management Interface or in the Accounts which would be directly attributable to poor access management by the Client.

8.4. It is the Client's responsibility to ensure that he has a backup of his data before proceeding to the deletion of an Account. In this case, the entire data corresponding to this Account will be deleted by "MAIL-EXCHANGE" (PEXYS SARL).

8.5. The Customer undertakes to ensure the security of its data as well as the access management corresponding to each of the Accounts.

8.6. "MAIL-EXCHANGE" (PEXYS SARL) reminds the Customer that the violation of the secrecy of the correspondences is penal reprehensible.

8.7. The Client guarantees to be the Administrator of the Domain Name for the duration of the Service

8.8. The Customer undertakes not to harm the "MAIL-EXCHANGE" (PEXYS SARL) or Microsoft® brands. In the event that costs are incurred by "MAIL-EXCHANGE" (PEXYS SARL) or by Microsoft®, "MAIL-EXCHANGE" (PEXYS SARL) will inform the Customer and provide the supporting documents and the corresponding invoice. Reimbursement of these sums will be requested from the Customer. The Client can then pay the amount due by bank transfer or credit card.

## ARTICLE 9 : RATES, PAYMENT AND BILLING

### 9.1. Prices

The monthly and annual rates for the Service are available at <http://www.mail-exchange.ch>

For each Account subscribed, the Client has the choice of subscribing for a monthly or annual duration.

### 9.2. Initial order

Payment of the initial order form must be made by credit card, bank transfer or through PAYPAL.

No other payment will be accepted or validated (nor money order, ...), other than those mentioned above.

### 9.3. Renewal of Service

Subsequently, it is the Customer's responsibility to pay for the Service by means of any payment method authorized by "MAIL-EXCHANGE" (PEXYS SARL) and made available to the Customer for the execution of the present.

The contract subscribed by the Customer is automatically renewed for a period of one year starting from

The date of expiry of the period initially subscribed, the payment is automatically made on the bank card, the bank account or the PAYPAL account of the Customer.

Renewal of the Service only applies to Active Accounts on the anniversary date of the Service, which are automatically renewed for the next billing period.

However, the Client may request the non-renewal of one or more Accounts of its Service through its Management Interface. The selected Account (s) will not be renewed at the end of the period in progress at the time of the request made by the Client.

#### 9.4. options

Any option purchased under the Service will be invoiced according to the conditions applicable to the option and defined on the "MAIL-EXCHANGE" (PEXYS SARL) site. As such, it may be invoiced on a per-act basis, monthly or yearly depending on the type of option.

#### 9.5. Consequences of late payment

If difficulties arise in the payment of the invoice amount sent to the Customer, an email will be sent to the Client at the address indicated in the Manager inviting him to proceed to payment as soon as possible and no later than eight days To prevent interruption of service.

Failure to receive payment and validation by "MAIL-EXCHANGE" (PEXYS SARL) within eight days of the sending of this email, "MAIL-EXCHANGE" (PEXYS SARL) will suspend the Service and the Of the Subscribed Accounts for the Service.

The Customer will then have 48 hours to renew the Service, failing payment validated by "MAIL-EXCHANGE" (PEXYS SARL) within this period, "MAIL-EXCHANGE" (PEXYS SARL) will proceed to the deletion of the Customer Service and All the data stored.

Any default or unpaid payment (cancellation of the payment by card, defect of provision and / or rejection by our bank following a payment by levy ...) will be considered a delay of payment.

By express agreement and except in the case of a report requested in time and granted by MAIL-EXCHANGE (PEXYS SARL) in a specific and written form, the total or partial default of payment at maturity of any sum due under the contract will automatically entail Without prior notice, the suspension of all outstanding services, whatever their nature, without prejudice to "MAIL-EXCHANGE" (PEXYS SARL), to exercise the right of termination of the contract stipulated in Article 7 of the General Terms of Service of "MAIL-EXCHANGE" (PEXYS SARL).

Any disagreement concerning the invoicing and the nature of the Service must be expressed by e-mail to the MAIL-EXCHANGE support (PEXYS SARL) within 5 days of the renewal invoice.

In the event that costs are incurred by "MAIL-EXCHANGE" (PEXYS SARL) or by Microsoft®, "MAIL-EXCHANGE" (PEXYS SARL) will inform the Customer and provide the supporting documents and the corresponding invoice. Reimbursement of these sums will be requested from the Customer. The Client may then pay the amount due by transfer or credit card.

## ARTICLE 10 : RETURN

In accordance with the provisions of Article 14 of the general conditions of service, the Customer expressly agrees to the immediate performance of the service from the validation of his order and expressly waives his right of withdrawal. As of the validation of the payment, the Customer will have access to its Management Interface and the Collaborative Messaging Services and the ability to order the Accounts of its choice. The Client shall not have the right to exercise his right of withdrawal for any order or renewal of the Service.