

Special Conditions: Zimbra Hosted Email Offer

Applicable from 01/05/2024

This document is provided for informational purposes only. Only the French language contract is legally binding for the services offered by our company.

Article 1 – Nature of special conditions

1.1 These Special Conditions (hereinafter referred to as “CP”) determine the technical specificities, obligations and responsibilities linked to the Zimbra email hosting offer offered by PulseHeberg.

1.2 These CP are in addition to and take precedence over the General Conditions of Sale (CGV) of PulseHeberg in the event of a contradiction. It is the customer's responsibility to familiarize themselves with both the CP and the T&Cs before accepting the offer.

1.3 Membership of these CP also implies acceptance of PulseHeberg's General Terms and Conditions. Before subscribing to the email hosting offer under Zimbra, the customer is required to read in full both these CP and the T&Cs, and to ensure that he understands and accepts all of their provisions.

Article 2 – Description of the Zimbra email hosting offer

2.1 The email hosting offer under Zimbra from PulseHeberg is a complete service which allows the management, sending, and reception of emails via a dedicated interface.

2.2 This offer includes the creation and management of email accounts, with access possible via webmail, IMAP, SMTP and POP protocols.

2.3 The technical specifications and details of the offer are subject to modification depending on technological developments or business requirements, without notice.

Article 3 – Delivery conditions for email hosting under Zimbra

3.1 Once the order has been validated, the customer will receive an email confirming the creation of their email hosting service. This email will include the necessary instructions to configure the DNS zone of their domain, whether it is hosted at PulseHeberg or not.

3.2 The service is managed from the PulseHeberg customer area, where the customer can access all the features to configure their email service.

3.3 Regardless of purchasing a domain with hosting or not, the customer is responsible for setting up the DNS zone for their domain whether the domain is registered with PulseHeberg or elsewhere.

3.4 PulseHeberg guarantees access to the email hosting service. However, it is the customer's responsibility to ensure the correct configuration of their email accounts as well as the devices used to access these services, in order to guarantee their proper functioning.

Article 4 – Customer responsibility

4.1 The customer is responsible for securing their email hosting account. This responsibility includes creating and maintaining strong passwords for all associated email accounts to protect access from unauthorized use.

4.2 The Customer undertakes to provide valid contact details allowing his identification: Name, First name, organization if applicable, Postal address, telephone number, email address. PulseHeberg reserves the right to request supporting documents. If there is no response from the customer within 72 hours, a suspension may be implemented, resulting in costs to restore service.

4.3 The customer must ensure that the use of the email service complies with applicable laws relating to the sending of electronic communications. Any detected abuse, such as spamming or other misuse, may result in suspension or termination of the service.

4.4 In the event of non-compliance with the obligations set out in the preceding articles, PulseHeberg reserves the right to terminate the customer's service. In this case, the customer waives any reimbursement of the amounts paid and may be subject to costs to recover his saved data.

Article 5 – Use of resources

5.1 Email hosting at PulseHeberg offers a dedicated space on a shared platform. Although resources such as bandwidth are shared, each client has a defined disk space for storing emails. Customers should be aware that, due to this sharing, performance may vary depending on overall use of the platform.

5.2 In the event of abuse, overuse or any other use likely to harm the quality of the service, the integrity of the network or other customers, PulseHeberg reserves the right to temporarily or permanently suspend access to the email service concerned.

5.3 To guarantee fair use of resources, PulseHeberg has implemented a system for limiting email sending capacities. Each client can send up to 200 emails per day. This limit is designed to prevent abuse while still allowing normal use of the service.

5.4 If the disk space allocated for emails is exceeded, the reception of new emails will be blocked until the customer increases their storage space or deletes emails to free up space.

5.5 Sending mass emails is strictly prohibited. PulseHeberg's email hosting service is primarily intended for sending person-to-person correspondence or low-traffic transactional emails.

Article 6 – Rules for use of the service and legal framework

6.1 The use of the PulseHeberg email hosting service is subject to strict rules to guarantee the security, stability and integrity of the infrastructure. Any breach of these rules may result in sanctions, ranging

from temporary suspension of the service to permanent termination of the contract.

6.2 Sending SPAM via the email hosting service is strictly prohibited. Any email that has not been explicitly requested by the recipient, any prospecting or commercial canvassing email, as well as any email whose content is more than 80% similar and sent to more than 20 users per day is considered SPAM. . In the event of violation of this prohibition, PulseHeberg reserves the right to immediately suspend the customer's service, limit access to ports dedicated to sending emails, or take any other action deemed appropriate.

6.3 The customer is prohibited from using its email service for any illegal, malicious or unethical activity. This includes, but is not limited to, intrusion attempts, phishing, and any other form of harmful behavior. Specifically prohibited activities also include:

- Sending commercial prospecting emails (with or without user consent);
- Sending copyrighted content without permission;
- Use of the service for activities outside the legal framework.

6.4 The use of the PulseHeberg email hosting service is governed by the French, European and international laws and regulations in force. The customer is required to comply with all such legal provisions and acknowledges that any violation of these laws may result in the termination of its contract with PulseHeberg.

Article 7 – Obligations and responsibilities of PulseHeberg

7.1 PulseHeberg undertakes to ensure the administration of the email hosting platforms, ensuring their proper functioning in accordance with the skills and capabilities of the company.

7.2 In the event of an incident on email hosting platforms, PulseHeberg will endeavor to intervene diligently. The customer will be informed of potential difficulties, whether by email, via social media, or through the network status system.

7.3 To guarantee quality infrastructure, PulseHeberg may have to interrupt the service in order to carry out maintenance operations. The customer will be informed in advance by the appropriate means of communication.

7.4 PulseHeberg cannot be held liable in the event of fault, negligence, omission or failure of the Client, force majeure events, or other circumstances beyond the control of PulseHeberg.

7.5 PulseHeberg cannot be held responsible for the disclosure or illicit use of the password provided to the Client, nor for the consequences of improper use of terminals by the Client.

7.6 If the hosted service poses a threat to the infrastructure, PulseHeberg reserves the right to suspend the service. Access will only be restored after the Customer has made the necessary corrections.

7.7 In the event of repeated or particularly serious breaches, PulseHeberg reserves the right not to put the Client's email hosting back into service.

7.8 PulseHeberg cannot be held responsible for the content of communications sent or received by the customer via the email service. Responsibility for the content of emails, including the management of personal data and respect for copyright, rests entirely with the Client.

Article 8 – Backups and restorations

8.1 PulseHeberg undertakes to implement regular procedures for backing up emails hosted on its infrastructures. The customer acknowledges and accepts that these backups cannot constitute an absolute guarantee against the loss or alteration of email data.

8.2 PulseHeberg cannot be held responsible for any loss, alteration, destruction or corruption of the customer's emails, whatever the cause. Although PulseHeberg provides regular backups, it is recommended that the client maintain its own archives of important communications.

8.3 If a customer wishes to restore emails, they must contact PulseHeberg via a support ticket to find out the dates of available backups. The customer will then be able to choose the most appropriate backup for restoration.

8.4 Each restoration request will be invoiced at an amount of €15 including tax.

8.5 PulseHeberg undertakes to process all email restoration requests within a maximum period of 72 hours, but this period may vary depending on the size and complexity of the emails to be restored.

8.6 Any restoration request must be made in writing via a support ticket. Once the request is received, PulseHeberg strives to ensure that the restoration is carried out within the committed time frame.

Article 9 – Data confidentiality

9.1 PulseHeberg attaches paramount importance to the protection and confidentiality of data hosted on its email hosting platforms. All stored information will remain confidential and will not be shared, sold or made available to third parties, except in cases provided for by law.

9.2 However, in the event of legal requisition, PulseHeberg is legally obliged to collaborate with the competent authorities and provide the requested information. In these circumstances, PulseHeberg undertakes to act in strict compliance with the legislation in force.

Article 10 – Protection against DDoS attacks

10.1 PulseHeberg deploys preventative mechanisms specifically designed to provide comprehensive protection against DDoS attacks, particularly those of a volumetric nature. The primary objective of these measures is to prevent any saturation of the email hosting platform, thus guaranteeing the proper functioning and availability of customers' email services.

10.2 Although these protection mechanisms are rigorously developed, PulseHeberg cannot provide complete immunity against all forms and variants of DDoS attacks. In the event of an attack threatening the integrity of PulseHeberg's infrastructure, actions, including the temporary suspension of the affected customer's email service, may be taken.

10.3 In the event that residual effects of a DDoS attack manage to affect the email hosting platform, PulseHeberg undertakes to take all necessary measures to minimize the impact on customers and their email services.

Article 11 – Duration of the commitment, withdrawal, payment and termination

11.1 The duration of commitment to the service subscribed by the customer is defined by the period indicated on the invoice issued by PulseHeberg. This period starts from the activation of the service and continues until the end of the stipulated duration.

11.2 Under articles L221-18 et seq. of the Consumer Code, the customer has a right of withdrawal, exercisable within fourteen (14) days following the date of his order. Withdrawal requests must be submitted to PulseHeberg via support ticket. This right of withdrawal does not apply to domains, which are not refundable once ordered.

11.3 All withdrawal requests received by PulseHeberg are processed within 24 to 48 hours. Reimbursement, after acceptance of the request, is made pro-rata temporis for the unused duration of the service, with the exception of domains. This reimbursement is made either on the customer's initial means of payment, or by bank transfer for customers in the SEPA zone, always in euros.

11.4 In the event of termination of the service from the PulseHeberg customer area, this action takes effect upon expiry of the current contract. Please note that once the service is terminated, it cannot be restored or recovered.

11.5 If a renewal invoice is not paid when due, PulseHeberg retains the associated service for a minimum period of 10 days and a maximum of 30 days. Beyond this period, if payment is still not made, the service may be terminated for non-payment.