

Special Conditions: Collaborative Suite Offer

Applicable from 25/07/2024

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 the Special Conditions

1.1 These Special Conditions (hereinafter "SC") determine the technical specifications, obligations, and responsibilities related to the "Collaborative Suite" offer powered by Nextcloud and provided by PulseHeberg.

1.2 These SC supplement and, in the event of any conflict, prevail over the General Terms of Sale (GTS) of PulseHeberg. It is the client's responsibility to familiarize themselves with both the SC and the GTS before accepting the offer.

1.3 Adherence to these SC also implies acceptance of PulseHeberg's GTS. Before subscribing to the "Collaborative Suite" offer, the client is required to read these SC and the GTS in their entirety and to ensure they understand and accept all their provisions.

Article 2 – Description of the "Collaborative Suite" Offer

2.1 The "Collaborative Suite" offer from PulseHeberg is a comprehensive service powered by Nextcloud, providing a set of productivity and communication tools. The offer includes an email service as well as a collaborative platform.

2.2 The email component includes the creation and management of email accounts, with access available via webmail, IMAP, and SMTP protocols.

2.3 The collaborative component includes access to the basic Nextcloud applications: Files (storage and sharing), Photos, Talk (instant messaging and video conferencing), Calendar, and Contacts (Agenda). The client cannot install additional applications on the Nextcloud instance.

2.4 The technical specifications and details of the offer are subject to change without notice, based on technological developments or company requirements.

Article 3 – Delivery Conditions for the "Collaborative Suite"

3.1 Once the order is validated, the client will receive an email confirming the creation of their service. All necessary information, credentials, and instructions for configuring and using the service are available in their PulseHeberg client area.

3.2 Service management is carried out from the PulseHeberg client area, where the client can access all features to configure their service.

3.3 Regardless of whether a domain is purchased with the hosting, the client is responsible for configuring the DNS zone for their domain, whether the domain is registered with PulseHeberg or elsewhere.

3.4 PulseHeberg guarantees access to the "Collaborative Suite". However, it is the client's responsibility to ensure the proper configuration of their accounts and the devices used to access these services to guarantee their proper functioning.

Article 4 – Client's Responsibility

4.1 The client is fully responsible for securing their account. This responsibility includes creating and maintaining strong passwords for all access to the "Collaborative Suite" to protect against unauthorized use.

4.2 The Client agrees to provide valid contact details for identification: Name, First Name, organization if applicable, Postal Address, phone number, email address. PulseHeberg reserves the right to request proof. In the absence of a response from the client within 72 hours, a suspension may be implemented, leading to service restoration costs.

4.3 The client is solely responsible for all content (files, messages, images, etc.) that they host, share, or transmit via the "Collaborative Suite".

4.4 The client must ensure that the use of the service complies with applicable laws. Any detected abuse, such as sending spam, storing illegal content, or any other misuse, may lead to the suspension or termination of the service.

4.5 In case of non-compliance with the obligations set out in the preceding articles, PulseHeberg reserves the right to close the client's service. In this case, the client waives any refund of sums paid and may be subject to fees to recover their backed-up data.

Article 5 – Use of Resources

5.1 The "Collaborative Suite" offers a dedicated space on a shared platform. Each client has two distinct storage spaces: a defined disk space for the email service and another defined disk space for the collaborative Cloud part (files, photos, etc.). Clients should be aware that, due to this sharing, performance may vary depending on the overall use of the platform.

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

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

5.4 If the disk space allocated to the email service is exceeded, the reception of new emails will be blocked. If the disk space allocated to the collaborative Cloud part is exceeded, the addition of new files will be blocked. In both cases, the service will be restored once the client has increased their storage space or deleted data to free up space.

5.5 Mass mailing is strictly prohibited. The email service is primarily intended for person-to-person correspondence or low-traffic transactional emails.

Article 6 – Rules of Service Use and Legal Framework

6.1 The use of the "Collaborative Suite" is subject to strict rules to ensure the security, stability, and integrity of the infrastructure. Any breach of these rules may lead to sanctions, ranging from temporary suspension of the service to final termination of the contract.

6.2 It is strictly forbidden to host, publish, transmit, or share any illegal, harmful, threatening, abusive, defamatory, vulgar, obscene, hateful, racist content, or content that infringes on the privacy of others. This includes, but is not limited to, copyrighted content without authorization, content glorifying crimes, or child pornography.

6.3 Sending SPAM via the email service is strictly prohibited. SPAM is considered any email that has not been explicitly requested by the recipient, any prospecting or commercial solicitation email, as well as any email whose content is more than 80% similar and sent to more than 20 users per day.

6.4 The client is prohibited from using their service for any illegal, malicious, or unethical activity. This includes, but is not limited to, intrusion attempts (hacking), phishing, and any other form of harmful behavior.

6.5 The use of the service is governed by the French, European, and international laws and regulations in force. The client is required to comply with all these legal provisions and acknowledges that any violation of these laws may lead to the termination of their contract with PulseHeberg.

Article 7 – Obligations and Responsibilities of PulseHeberg

7.1 PulseHeberg commits to ensuring the administration of the "Collaborative Suite" platforms, seeing to their proper functioning in accordance with the company's skills and capabilities.

7.2 In the event of an incident on the platforms, PulseHeberg will strive to intervene diligently. The client will be informed of potential difficulties, whether by e-mail, via social networks, or through the network status system.

7.3 To guarantee a quality infrastructure, PulseHeberg may need to interrupt the service to perform maintenance operations. The client will be informed in advance through appropriate communication channels.

7.4 PulseHeberg's liability cannot be engaged in case of fault, negligence, omission, or failure of the Client, events of force majeure, or other circumstances beyond PulseHeberg's control.

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 represents a threat to the infrastructure, PulseHeberg reserves the right to suspend the service. Access will only be restored after the Client has made the necessary corrections.

7.7 In case of repeated or particularly serious breaches, PulseHeberg reserves the right not to restore the Client's "Collaborative Suite".

7.8 PulseHeberg cannot be held responsible for the content hosted or communications sent/received by the client. Responsibility for the content, including the management of personal data and respect for copyright, rests entirely with the Client.

Article 8 – Backups and Restorations

8.1 PulseHeberg commits to implementing regular backup procedures for all data of the "Collaborative Suite" (emails, files, calendars, etc.) hosted on its infrastructures. The client acknowledges and accepts that these backups do not constitute an absolute guarantee against data loss or alteration.

8.2 PulseHeberg cannot be held responsible for any loss, alteration, destruction, or corruption of the client's data, whatever the cause. Although PulseHeberg performs regular backups, it is the client's responsibility to keep their own archives of important data.

8.3 Restoration of Cloud Data (File Storage): Regarding the "File Storage" part of the Cloud, the restoration of individual files or specific folders at the client's request from PulseHeberg's backups is not possible. The Cloud platform integrates its own data recovery mechanisms:

- **Trash ("Deleted files"):** Items deleted by the client are kept in this space for a period of 30 days, allowing them to restore them themselves. After this period, or if the client manually empties their trash, the files are permanently deleted.
- **Versioning:** The platform keeps previous versions of modified files, allowing the client to revert to a previous version. It is the client's responsibility to use these tools for managing and recovering their files.

8.4 Restoration of Email Data: If a client wishes to restore their mailbox, they must contact PulseHeberg via a support ticket to find out the dates of available backups. The client can then choose the most appropriate backup for the restoration.

8.5 Email Restoration Conditions: Each email restoration request will be billed at an amount of €15 including VAT. PulseHeberg commits to processing the request within a maximum of 72 hours, this period may vary depending on the complexity and volume of data to be restored.

8.6 Full Platform Restoration: In the event of a major incident on the infrastructure, PulseHeberg reserves the right to perform a full restoration of the platform from the last viable backup. This operation is a disaster recovery measure and cannot be requested by a client for an individual need.

Article 9 – Data Confidentiality

9.1 PulseHeberg places paramount importance on the protection and confidentiality of data hosted on the "Collaborative Suite" 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 Nevertheless, in the event of a judicial requisition, PulseHeberg is legally bound to cooperate with the competent authorities and provide the requested information. In these circumstances, PulseHeberg commits to acting in strict compliance with the applicable legislation.

Article 10 – DDoS Attack Protection

10.1 PulseHeberg deploys preventive mechanisms specifically designed to offer comprehensive protection against DDoS attacks, particularly those of a volumetric nature. The primary objective of these measures is to prevent any saturation of the platform, thereby guaranteeing the proper functioning and availability of client services.

10.2 Although these protection mechanisms are rigorously developed, PulseHeberg cannot ensure total 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 client's service, may be implemented.

10.3 In the event that residual effects of a DDoS attack manage to affect the platform, PulseHeberg commits to taking all necessary measures to minimize the impact on clients and their services.

Article 11 – Anti-spam and Antivirus Protection

11.1 The "Collaborative Suite" email service includes a high-performance protection solution against unsolicited emails (spam) and malicious software (viruses).

11.2 After analysis, emails identified as potentially dangerous or unsolicited are automatically moved to the "Junk Mail" folder of the client's inbox.

11.3 Due to the complexity and constant evolution of threats, PulseHeberg cannot guarantee 100% reliability of this filtering system. It is possible that some junk mail may not be detected (false negatives) or that legitimate emails may be mistakenly classified as junk (false positives). It is the client's responsibility to regularly check the contents of their "Junk Mail" folder.

Article 12 – Duration of Commitment, Withdrawal, Payment, and Termination

12.1 The commitment period for the service subscribed to by the client 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.

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

12.3 All withdrawal requests received by PulseHeberg are processed within 24 to 48 hours. The refund, after acceptance of the request, is made on a pro-rata basis for the unused portion of the service, excluding domains. This refund is made either to the client's original payment method or by bank transfer for clients in the SEPA zone, always in euros.

12.4 In case of service termination from the PulseHeberg client area, this action takes effect at the end of the current contract. It should be noted that once the service is terminated, it cannot be restored or recovered.

12.5 If a renewal invoice is not paid by its due date, PulseHeberg will keep 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.