

7. General conditions governing e-mail filtering services (SMTP)

7.1 Purpose and scope

Cyber Network SA provides its Clients with a system for automatically filtering messages containing known viruses listed by third-party service providers and undesirable advertising messages (hereafter referred to as SPAM) according to the rules of the Client. To benefit from this service, the Client must take out an annual subscription by validating the offer for an 'Internet Messaging AntiSpam & AntiVirus Filtering System'. The internet connection does not form part of these services.

7.2 E-mail filtering

This is an electronic service developed by a third-party service provider. Cyber Network SA will strive to filter the Client e-mails and eliminate known viruses and messages that appear to be unsolicited advertising (SPAM). The criteria for considering an e-mail to be SPAM are highly subjective and left to the discretion of Cyber Network SA. Cyber Network SA will use internationally recognised lists and filtering criteria for this purpose. Cyber Network SA guarantees that more than 90% of SPAM and known viruses will be filtered out by its system. Only e-mails in Latin characters are filtered using contextual criteria. Under no circumstances shall Cyber Network SA be held responsible for the consequences of an e-mail that was not considered to be infected by a virus or as SPAM by its filter. No legal proceedings may be brought against Cyber Network SA following a problem of this type. Cyber Network SA cannot be held responsible for the loss of an e-mail via its filter and no damages may be claimed for such a reason. The use of a filter of this type inevitably results in an additional delay in the routing of an e-mail. Cyber Network SA will strive to keep this delay as short as possible, but under no circumstances shall Cyber Network SA be held responsible for the consequences of such a delay.

7.3 Confidentiality

Cyber Network SA guarantees strictly confidential processing of e-mails and that no abusive use will be made of either e-mail addresses or the content of messages in particular, according to the law on data privacy (LPD). The divulgence to any person of the addresses and content is excluded without the formal order of a competent investigating judge.

7.4 Implementation

Unless otherwise mentioned in writing, the implementation delay is estimated at between 2 and 5 working days following reception of the contract accompanied by all the necessary information.

7.5 Assistance

Cyber Network SA provides a telephone support system on a local rate number (during office hours). This support service is free of charge if kept within reason.

7.6 Supplier liability

The Client accepts that, despite the high level of software automation and the quality of the filtering used, certain e-mails will not be filtered. Under no circumstances can the supplier be held responsible for the loss of data, for access by third parties or for the misappropriation of data carried on the network. The data stored on the servers (connection logs) remain the property of the Client. The supplier undertakes not to filter the log files of a Client or to transmit them to third parties.

7.7 Definition

The commitment of the Client comes into effect on signature of the offer/contract.

7.8 Billing

Billing commences on the first of the month for implementation of the service before the seventh day of the current month. Billing commences on the first of the following month for implementation of the service after the seventh day of the current month.

7.9 Term of the contract

The contract is concluded for a minimum term of one year unless otherwise expressly stipulated in the offer; it is tacitly renewable from year to year for a period of one full year, unless terminated in writing by registered letter giving notice three months before the anniversary of its entry into service.

6.10 Termination by the Client

In the event of early termination, the Client must pay the costs of early termination billed by Cyber Network SA, as follows: the Client must pay in full the subscription for the current annual period. Simply deleting an e-mail address cannot be invoked as a valid reason for termination of the service provided by Cyber Network.

6.10 Termination by the supplier

In the event of abusive use, the supplier can eliminate the backup accounts without notification or compensation. The Client is responsible towards the supplier for damage caused by infringement of the above-motivated contractual provisions. Nobody can benefit from the e-mail filter service without having subscribed to a contract and having paid the basic subscription. If the payment conditions are not respected, the supplier reserves the right to interrupt all its services and to delete the stored data. The costs incurred in restarting accounts will be billed to the Client. The Client also remains liable for the sum due to Cyber Network SA up until the end of the contract.

Entry into force on 1 April 2011