Special conditions for data housing

Version dated may, 14th 2018

ARTICLE 1: PURPOSE

These special conditions are intended to define the technical and financial conditions under which AMedSU agrees to transmit in a secure manager, to his partner AMAZON Web Services Inc., client data for storage.

The Customer expressly acknowledges that AMedSU does not the host data and does not personally take care of the storage of their data.

ARTICLE 2: MEANS - OPERATING CONDITIONS

AMedSU Network is available to the public via the Internet via stations connected online.

Within its infrastructure AMedSU offers deals in which resources are pooled without this affecting the individual character or the secure nature of the data, and a tailored offer in which the Client defines the characteristics in accordance with the applicable legislation.

AMedSU ensures the Client access to their infrastructure under the conditions of reasonable traffic and use.

In the event where, access to the Service cannot be maintained due to traffic exceeding the capacity of the service, the parties will consult in order to consider the technical and financial modifications to the conditions of access and use of the infrastructure by the Client.

ARTICLE 3: TECHNICAL SUPPORT

AMedSU provides the Client technical assistance in accordance with the conditions provided in the general conditions of Service.

ARTICLE 4: AMedSU's OBLIGATIONS

AMedSU undertakes to provide all the care and diligence necessary for the provision of a quality service in accordance with industry practice and emerging technologies. It only responds to an obligation of means.

AMedSU commits to:
5.1. Ensuring access to the Service 24 a day every day of the year.

5.2. Quickly respond to incidents.

5.3 In the event of a serious incident detrimental to the proper functioning of the infrastructure, AMedSU will endeavor to take all necessary measures to maintain the Service.

5.4. Maintain their tools to the highest level of quality.

ARTICLE 5: AMedSU's LIABILITY

AMedSU reserves the right to interrupt the service, especially if that Service is a danger to the maintenance of the security of the Amedsu Network, whether as a result of hacking of the said Service, or as a result of a non-installation of an application update with the result of the detection of a security breach in the system.

AMedSU reserves the right to proceed with the termination of the Service in accordance with AMedSU's General conditions.

AMedSU cannot be held liable for the total or partial breach of an obligation and/ or failure of the transport network operators towards the internet world and in particular his or her access providers.

AMedSU cannot be held liable for a failure originating from misuse of the Service by the Customer.

Consequently, AMedSU recommends the Client to implement a safeguard measure performed by themselves.

ARTICLE 6: OBLIGATIONS AND LIABILITY OF THE CLIENT

6.1. The Customer agrees not to transmit illegal data via the AMedSU service.

The Client is responsible for maintaining the volume of traffic and the storage space authorized by the offer and the options to which they had subscribed.

The Client is responsible for the security of all their own tools, materials and applications, enabling use of the AMedSU Network.

The Customer is informed that publications especially constitute intellectual works protected by copyright within the meaning of Article L 112-2 1 and 2 of the Intellectual Property Code.

The Client is informed that the media files (images or other type/ format), such as JPG, PNG, DOCUMENTS etc ... are subject to copyright and intellectual property laws.

The Client therefore declares to fully accept all legal obligations arising from the use of the AMedSU Network, AMedSU cannot be sought in this regard or concern for any reason whatsoever, including violations of applicable laws or regulations by the Client.

The Client declares to have obtained all the necessary permissions. He undertakes to carry out all the necessary applications to use the Service, in accordance with the applicable laws.

Failure by the Client of the above mentioned points will result in the right for AMedSU to interrupt, without delay and without prior notice, the services the Client and immediately and automatically terminate the contract, without prejudice to the right to all damages and interest that AMedSU may claim. In such cases, the Client may not claim reimbursement from AMedSU for payment received and agrees to pay directly to the author of the complaint any sum they require from AMedSU.
In addition, the Client agrees to intervene, at the request of AMedSU, in any proceedings against the latter and to exonerate AMedSU of any convictions pronounced against them at that time. Therefore, the Client agrees to be personally responsible for any claim and/or proceeding whatever the form, scope or nature that would be made against AMedSU relating to the obligations accepted by the Client under this contract.

The Client, solely responsible for the content of the Service, undertakes to defend AMedSU at his expense in the case where the latter becomes subject to a claim, relating to the data, information, messages etc. that they broadcast, and to bear the compensation due as compensation for the prejudice possibly suffered, provided he has the freedom to transact and conduct the procedure. The Client undertakes to put in place the necessary means to safeguard the sustainability of his business.

 The Client may, by upgrading the range of his offer, increase the resources allocated to his service.

The Client undertakes to keep a copy of the data transmitted and stored on the housing service.