

Hostpoint – General Terms and Conditions web hosting

These General Terms and Conditions (GTC) shall apply to all services offered by Hostpoint AG (hereafter „Hostpoint“). By using our services you accept the following terms and conditions completely without any alteration.

1. SCOPE OF APPLICATION AND CONCLUSION OF CONTRACT

- 1.1 These GTC cover the use of services and products which Hostpoint provides or offers to its customers (hereafter „Customer“).
- 1.2 Consent to these GTC is given by using the corresponding services and products. The Customer may when requesting individual services be requested to reiterate his consent to the GTC by activating a corresponding check box. When delivering a contract or a customised quote relating to Hostpoint services and products, Hostpoint shall provide these GTC to the Customer together with the contractual documents in writing by mail or by email. The Customer shall in this case confirm his consent to the GTC by signing and returning the quote or the contract, or by using the service or paying the invoice. The GTC shall form an integral part of the contract with the Customer.

2. SERVICES AND RIGHTS OF HOSTPOINT

2.1 General

Hostpoint provides both free and chargeable services. The Customer shall select the services to be provided by Hostpoint from the range of services available at the time of use. The conditions published on the websites of Hostpoint or in the Hostpoint Control Panel, or the conditions of the customised quote as the case may be, shall apply to all services. Hostpoint may at any time change the range of services and limit individual services and/or cease providing them.

2.2 Hosting services

- 2.2.1 As part of hosting services Hostpoint shall provide the Customer to the extent selected by the latter with storage space and server services on an infrastructure connected to the internet.
- 2.2.2 The services are calculated based on the average use of the Hostpoint resources. The resources provided for web hosting (in particular, storage space, traffic, CPU/RAM use) may only be used for the ordinary operations of the Customer website. Storage space for email or other data files will be provided to the Customer for the intended use. Subletting storage space is not permitted unless otherwise agreed in writing with the Customer. This service offer is designed for use by individuals and small or medium-sized companies. Hostpoint may at any time set thresholds or other usage restrictions – in particular with respect to the monthly volume of uploaded data, the permitted size and type of uploaded files or the permitted number of stored email boxes (Fair Use Policy). Individual offers may be made on request for institutions (e.g. schools or universities) and larger companies requiring storage for a quantity of email boxes that exceeds the normal requirements of individuals and small or medium-sized companies.
- 2.2.3 With respect to resource-intensive use of the Customer website by the Customer or by users of the Customer website (e.g. up/download of sound that goes beyond ordinary operations, video, streaming, games, high resolution images and graphics, high number of simultaneous accesses to the website, excessive storage of data files, in particular, caching files, on the server, excessive hard drive access (read and/or write), etc.), Hostpoint is also permitted to set thresholds for individual Customers or Customer groups at any time and in its absolute discretion for the resource consumption or other usage restrictions (Fair Use Policy) and to limit the provision of the service for the Customer accordingly.
- 2.2.4 Hostpoint also reserves the right to block the user account of the Customer if the latter's user behaviour or the user behaviour of the users of the Customer website (e.g. a high number of simultaneous access attempts through DDoS attacks) in any way adversely affects the way the service or the Customer website operates. Hostpoint shall inform the Customer (if possible within the

scope of its operating resources and with respect to the concrete circumstances) in advance or immediately after the blocking.

- 2.2.5 Hostpoint shall endeavour within the limits of its operational resources to offer the services continuously round the clock without any interruptions. Maintenance work, rectification of problems, expansion of services, measures to protect Hostpoint's infrastructure, etc. may make temporary operating interruptions necessary. The Customer shall be informed early on of such operating interruptions if this is possible in the circumstances.
- 2.3 Domain name services
Hostpoint offers customers services for the management, registration and/or transfer of domain names. By utilising the domain name services the Customer accepts the General Terms and Conditions for Domain Names in addition to these GTC.
- 2.4 Applications and additional services of Hostpoint and third party providers
2.4.1 Hostpoint offers the Customer via the Hostpoint Control Panel applications (such as TYPO3, Joomla!, WordPress) and other additional services (e.g. SSL certificates) of Hostpoint or third party providers. By using the application or the additional service the Customer additionally accepts the licensing terms, terms of business, terms and conditions of use and/or the conditions of Hostpoint or the respective third party provider, as described on the respective offer page or in the Hostpoint Control Panel, that apply to the corresponding applications or additional services.
2.4.2 Hostpoint may at any time and without prior notice limit the use of applications or other additional services and/or remove individual applications or additional services from the range that is offered. The Customer also acknowledges that with regard to the applications there is no entitlement of any kind to receive support services from Hostpoint and that he bears sole responsibility for backing up his data in connection with the use of the applications (see Cl. 4.1).

3. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

3.1 General

- 3.1.1 The Customer is authorised to make the intended legal use of the services and products and undertakes to comply with these GTC and any instructions of Hostpoint, in particular with regard to maintenance, updating or deletion of software.
- 3.1.2 When ordering and registering and in the context of using the services the Customer is obligated to provide truthful and verifiable information. Hostpoint may at any time and without providing reasons request that the Customer subsequently provides documents or information which enable Hostpoint to verify the accuracy of the information provided by the Customer. Hostpoint is entitled to defer the acceptance of an order or registration, to suspend services or to terminate the contract with the Customer with immediate effect in the event that the Customer fails to provide the requested documents or information within the deadline set by Hostpoint.
- 3.1.3 The Customer undertakes to select passwords appropriately, keep them carefully and protect them from access by third parties. The Customer bears full and sole responsibility for the use of the passwords. If the Customer finds that his account is being misused, he must inform Hostpoint immediately in writing (by email with subsequent acknowledgement of receipt by Hostpoint).
- 3.1.4 The Customer is not authorised to provide a service (for free or chargeable) purchased by him to third parties. If Hostpoint finds that the services purchased by the Customer are not being used by the latter but by a third party, Hostpoint shall be authorised to suspend provision of the relevant service until this defect is remedied. The Customer shall in such a case remain obligated to make payment in full of the fee due for this service.
- 3.1.5 The Customer undertakes to keep the applications and software used by him (both in respect of the server and the client) up to the latest technical standard, maintain them regularly and conduct regular updates. The Customer also undertakes to delete applications and software which he no longer needs and uses from the server.

3.1.6 The Customer is obligated to notify Hostpoint immediately of any disruptions and interruptions in the services requested by him and where possible assist Hostpoint in remedying the disruption. The Customer shall bear the costs of Hostpoint isolating and remedying disruptions if the Customer has called for the investigation and the cause of the disruption is attributable to the behaviour of the Customer or the equipment used by him or to the behaviour of the users of the Customer website.

3.2 The Customer's responsibility for contents

3.2.1 The Customer is responsible for the content of the information (language, images, sounds, computer programs, databases, audio/video files etc.) which he himself and third parties communicating with him through Hostpoint arrange to be transmitted or processed, disseminate or keep available for retrieval. The Customer is also responsible for references (in particular, links) to such information. Hostpoint is not obligated to monitor the contents made accessible by the Customer.

3.2.2 The Customer is obligated while using the products and services of Hostpoint to make only permitted contents accessible. The following contents are prohibited: contents which infringe or jeopardize rights of Hostpoint or third parties, in particular intellectual property rights in the wider sense (for example, copyrights or trademarks) or personal rights, provisions of the Unfair Competition Act (UWG), including the contact data obligation of the Customer pursuant to Art. 3 (1) lit. s UWG, or the commercial repute; all contents which constitute criminal acts (namely in the areas of pornography, depictions of violence, racism, business secrets, libel and fraud) are also prohibited (hereafter jointly referred to as „Prohibited Contents“). When using hosting services, the Customer further undertakes to comply with the Usage Guidelines for Hosting Services.

3.2.3 Hostpoint reserves the right to inspect contents made accessible by the Customer by means of using the hosting services upon receipt of a Notice pursuant to the Code of Conduct – Hosting (hereinafter „CCH“) or at the request of courts or authorities. Hostpoint remains entitled to conduct random checks even without having been served with a Notice.

3.2.4 Any disputes between joint holders of an account or the Customer and third parties relating to the use of the account or the information disseminated via the relevant account or via the Customer website are exclusively a matter for the joint holders of the account or the Customer. If Hostpoint receives queries/complaints from individual joint holders of accounts or from third parties in relation to an account or in relation to contents provided via an account or via the Customer website, Hostpoint shall pass the query/complaint to the other joint holder(s) or the Customer to deal with. Hostpoint still has the right to inform third parties of the identity of the Customer at the request of courts or authorities (see Cl. 9.2).

3.2.5 Queries/complaints received from third parties are passed to the Customer in accordance with the notice-and-notice procedure described in the CCH (hereinafter „Notice-and-Notice Procedure“). The Customer shall familiarise himself with the Notice-and-Notice Procedure and with the notice-and-takedown procedure pursuant to the CCH (hereinafter „Notice-and-Takedown Procedure“). The CCH can be viewed here.

3.2.6 Hostpoint is entitled to block access to the Customer website entirely or partly and to cease providing the hosting services if, (i) the requirements of the Notice-and-Takedown Procedure have been fulfilled, (ii) a court or authority has requested Hostpoint to do so, or (iii) Hostpoint could otherwise become subject to civil responsibility or liable for criminal sanctions, or (iv) if a random check has given rise to concrete indication or well-founded suspicion of a breach of the Usage Guidelines or that access is being allowed to Prohibited Contents (see Cl. 3.2.2). Hostpoint also reserves the right to reject and delete emails that have viruses and to block Prohibited Contents.

3.2.7 Hostpoint is entitled to invoice the Customer for the expense arising in connection with any measures taken pursuant to Cl. 3.1.4–3.2.6. The assertion of further damages remains reserved. Hostpoint is entitled to require the Customer to provide a security deposit as a precautionary measure to ensure coverage of the expenses and the further damages. Hostpoint is entitled to suspend the services or to terminate the contract without giving notice if the security deposit is not provided or if the Customer does not comply with the instructions given in connection with

the measures taken.

4. DATA BACKUP

4.1 The Customer bears sole responsibility for taking the appropriate and necessary security measures to recover information and data in the event of loss or unauthorised or unintentional alteration. The security measures the Customer must take depend on the level of protection needed as well as the likelihood and severity of the risk. Hostpoint recommends as a rule that Customers back up their data regularly. The Customer can download its web data and databases through the Control Panel or from Hostpoint generated links in order to, for example, create its own back up. To back up email data, Hostpoint recommends using a mail client.

4.2 In the case of hosting services (see Cl. 2.2), Hostpoint also offers different protection packages for the protection of databases, files and emails of the Customer. The frequency of the backups and the period of availability depend on the chosen data package (e.g. standard or business). The currently available packages with the range of included services in the service package as well as the prices and other conditions of service are described on the Hostpoint website.

4.3 The service packages referred to in Cl. 4.2 are supplementary to the security measures taken by the Customer, in particular the Customer's own back-up copies (see Cl. 4.1). Hostpoint assumes no warranty of any kind for the back-up of the data stored on its server and points out to its customers that, depending on the type of data and the chosen data package, the data is backed up at different times and at different intervals. It can therefore not be ruled out that a data loss might occur in a specific case. In exceptional cases it is also possible that due to technical reasons, for instance, due to maintenance work, disruptions in the system or necessary replacement of parts in the server infrastructure, Hostpoint will be unable to perform data backups or restorations for a few hours or on certain days. The obligation to restore lost data does not in any case apply to volatile data such as, for example, temporary data files as well as emails that are filed by the spam filter in the special box for spam mail. This box is not backed up, but is deleted on a regular basis.

5. INVOICING AND PAYMENT TERMS

5.1 The payment obligation for chargeable services and products shall commence upon conclusion of the contract or upon using the service.

5.2 Hostpoint generally invoices the Customer for the selected contractual term in advance. The invoice is payable by the due date stated on the invoice.

5.3 If the Customer breaches the aforementioned payment terms Hostpoint shall be authorised to charge 8% late interest and, in addition, as of the 2nd reminder it is entitled to charge dunning fees in the amount to cover costs. Hostpoint is also authorised to terminate the service pursuant to Cl. 11.2.3. In addition, Hostpoint has the right to suspend the service after the 1st unsuccessful reminder to the Customer.

5.4 The parties waive their right to offset mutual claims against each other.

6. WARRANTY

6.1 Hostpoint strives to provide the hosting services carefully and professionally. Hostpoint cannot however guarantee that the Customer website will be available continuously on the internet and that the data requested by the Customer is transmitted correctly over the internet. Hostpoint, in addition, assumes no warranty that the services provided by Hostpoint and any third parties used will put the Customer in the position of achieving the financial or other purpose intended by him.

6.2 Reports by the Customer of malfunctions of the hosting service must contain a written (by registered letter, fax with confirmation of transmission or email with subsequent acknowledgment of receipt by Hostpoint) notice of defect with a comprehensible description of the defects claimed. The Customer must also set Hostpoint a reasonable grace period of at least 30 days to remedy the defects specified in the notice of defect. After the

grace period has passed without the situation being remedied the Customer is authorised to immediately terminate the contract. Hostpoint shall reimburse the Customer for any previously paid fee pro rata for the period in which the Customer no longer uses the service due to the termination. Any kind of additional compensation is excluded subject to Cl. 7 of these GTC.

- 6.3 The applications provided in the Hostpoint Control Panel (see Cl. 2.4) shall be installed and used at the Customer's own responsibility and risk. Hostpoint shall assume no warranty in this regard. In particular, Hostpoint gives no assurance or warranty as to the completeness, accuracy, consistency, reliability, proper functioning, marketability, quality, suitability for a specified intended purpose or for certain results, absence of defects etc. with regard to the applications.

7. LIABILITY OF HOSTPOINT

- 7.1 Hostpoint shall be fully liable to the Customer for direct proven loss or damage caused by wilful intent or gross negligence by Hostpoint.
- 7.2 Liability for medium or ordinary negligence shall be limited to the amount of CHF 100,000.00 per calendar year.
- 7.3 Liability shall be expressly excluded for slight negligence and for indirect loss or damage or consequential damage. Consequential loss or damage includes, without limitation, lost profits, lost production, harm to reputation, and damages resulting from a loss of data.
- 7.4 Any kind of liability for damages resulting from the abusive use of or unauthorised access to Hostpoint's communications infrastructure or the Customer website by third parties is also excluded. This includes in particular, without limitation, any interference by means of using computer viruses or DDoS attacks, as well as any change by hackers or unauthorised sending of emails.
- 7.5 The above exclusions and limitations of the liability of Hostpoint shall not apply in the case of death, physical injury and impairment to health and in the case of mandatory statutory regulations, including the regulations in the Product Liability Act.

8. LIABILITY OF THE CUSTOMER

The Customer shall be fully liable to Hostpoint for loss or damage caused by wilful intent or gross negligence. The Customer's liability for slight negligence is expressly excluded.

9. CONFIDENTIALITY AND DATA PROTECTION

- 9.1 Hostpoint and the Customer mutually undertake to safeguard the confidentiality of all information and data not generally known which becomes accessible to them in preparing for and implementing the contract. This duty shall remain even after the contract has come to an end as long as there is a legitimate interest therein.
- 9.2 Hostpoint and the Customer shall be responsible for ensuring data protection and data security in their respective spheres of influence and responsibility. Hostpoint collects and processes personal information as described in Hostpoint's privacy policy, in accordance with any additional agreements with the Customer and in compliance with applicable data protection laws.

10. INTELLECTUAL PROPERTY

- 10.1 Customers shall receive the non-transferable, non-exclusive right to make use of and utilise the service throughout the term of the contract.
- 10.2 All existing intellectual property rights in and to the services of Hostpoint and all intellectual property rights arising when the contract is implemented (e.g. programs, samples, data, Control Panel) shall remain with Hostpoint or with the third parties used by Hostpoint.

11. CONTRACTUAL TERM AND TERMINATION

11.1 Term – general

These GTC shall apply throughout the entire period during which services are used by the Customer.

11.2 Hosting service contract

- 11.2.1 The contract between Hostpoint and the Customer for hosting services (see Cl. 2.2) shall come into effect upon delivery of the contractual documents by Hostpoint to the email address stated by the Customer for contract-related messages, by confirmation of the customised quote by the Customer or by use of the services by the Customer, and shall apply for the term selected in the Customer's order or in the customised quote (6, 12 or 24 months). The contract may be terminated by either party with a notice of 30 days as at the end of the agreed contractual term. The termination notice shall be submitted in writing by registered letter, fax with confirmation of transmission or online by using the Hostpoint ID in the Hostpoint Control Panel. Hostpoint shall also be entitled to serve the termination notice by email to the email address stated by the Customer for contract-related messages. If it is not terminated within the due time the contract shall be automatically renewed in each case for the agreed contractual term.

- 11.2.2 Cancellation advice: The Customer may cancel his order for hosting services within 30 days, without stating reasons, in text form (registered letter, fax with confirmation of transmission, email with subsequent acknowledgment or receipt by Hostpoint or online by using the Hostpoint ID in the Control Panel – provided that the Customer as the result of an existing Customer relationship already has access to the Control Panel). The period shall commence after receipt of this cancellation advice. Timely dispatch of the cancellation suffices to prove that the cancellation period has been complied with. The cancellation must be sent to billing@hostpoint.ch. The Customer must use the contact email address notified to Hostpoint as sender. In his email the Customer must also include the contract documents provided by Hostpoint as an enclosure. The cancellation right shall apply only when an order is made through the Hostpoint website and only for hosting services that are not customised. The cancellation right does not apply to (in particular, without limitation) domain names.

- 11.2.3 If the Customer breaches contractual provisions (including the Usage Guidelines for Hosting Services), misuses services for illegal purposes, makes Prohibited Contents accessible, or threatens to harm Hostpoint's reputation, Hostpoint is authorised in its own discretion to deactivate the Customer website without delay and/or terminate the contract without notice. The Customer shall owe Hostpoint the charges due up until ordinary termination of the contract as well as compensation for all additional costs incurred in connection with terminating the contract without notice.

- 11.3 Hostpoint may also terminate the contract with the Customer with immediate effect if proceedings have been initiated against the Customer for bankruptcy or insolvency or if it otherwise becomes clear that the Customer can no longer meet his payment obligations, and if the Customer does not prior to the expiry of the contractual term advance the costs for the next contractual term or provides a corresponding security.

- 11.4 After the expiry of the contract Hostpoint is authorised to delete the data of the Customer. The Customer is himself responsible for backing up his data in a timely manner.

12. AMENDMENTS TO THE CONTRACTUAL CONDITIONS

- 12.1 Hostpoint shall endeavour to keep its infrastructure up to date to a standard which corresponds to the security specifications and technical standard that are customary for the industry. The Customer acknowledges that new technical developments, security specifications and/or changes in the range of services of contractual partners of Hostpoint or the open source software used by Hostpoint may result in the range of services being expanded or restricted and may also have an impact on the way the price changes.

- 12.2 Hostpoint therefore expressly reserves the right to amend the contractual terms, including these GTC, at any time. Amendments to the GTC shall be made accessible on the Hostpoint web-

site and shall come into effect when they are activated. Any price increases or restrictions in services that adversely affect the Customer during the contractual term shall be notified by Hostpoint to the Customer in writing by email in the case of hosting service contracts. If the Customer does not accept the amendments, he has the option of informing Hostpoint of this in writing within 30 days of receipt of the message by registered letter, fax with confirmation of transmission or online by using the Hostpoint ID in the Control Panel and terminating the contract as at the end of the month. If there is no written message within this period, the changes shall be deemed to be approved by the Customer.

13. ADDITIONAL PROVISIONS

- 13.1 In the case of customers with hosting service contracts, contract-related messages such as the notification of price changes are sent by email to the owner email address defined by the Customer in the Control Panel. The Customer shall be responsible for ensuring that the customer data saved in the Control Panel (invoice and administration contact and technical contact) throughout the entire term of the contract is up to date, complete and correct. Hostpoint is not obligated to take heed of any customer data other than the customer data saved in the Control Panel or to make enquiries itself with regard to correcting this data. Hostpoint is, however, authorised to correct or delete input in the Control Panel that is patently incorrect or that infringes third party rights.
- 13.2 Rights and duties under the hosting service contract can only be transferred to third parties with the written consent of the other party. This provision does not apply to the transfer of the contract from Hostpoint to a legal successor or associated company.
- 13.3 These GTC and any disputes arising under or in connection with the contractual relationship between Hostpoint and the Customer shall be subject exclusively to **Swiss law**, excluding its conflict of laws rules and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13.4 The ordinary courts at the **registered office of Hostpoint** shall have exclusive jurisdiction. Hostpoint also has the option of taking legal action against the Customer at the latter's domicile.

Rapperswil-Jona, May 2018.

Hostpoint Usage Guidelines for Hosting Services

These Usage Guidelines for hosting services (hereafter „Usage Guidelines“) shall apply to all hosting services offered by Hostpoint AG („Hostpoint“). By using our hosting services you accept the following Usage Guidelines completely without any alteration.

1. SCOPE OF APPLICATION AND CONCLUSION OF CONTRACT

- 1.1 These Usage Guidelines cover the use of hosting services which Hostpoint provides to its customers (hereafter „Customer“). They are subject to the General Terms and Conditions (GTC) of Hostpoint.
- 1.2 By using the hosting services the Customer accepts these Usage Guidelines in addition to the GTC. They shall apply throughout the entire term of use of hosting services.
- 1.3 If there are discrepancies between provisions of the GTC and the provisions of these Usage Guidelines the provisions of the GTC shall prevail unless these Usage Guidelines expressly provide otherwise with reference to the corresponding provision of the GTC.

2. USE OF THE HOSTING SERVICES

- 2.1 The use of the hosting services may only happen in accordance with the GTC, these Usage Guidelines and the law applicable in Switzerland and abroad. The following actions in particular are prohibited:

- Committing a crime (fraud, computer crime, money laundering, infringement of business secrets, document forgery, violence and threats against authorities and civil servants, unauthorised gaming etc.), participating in a criminal act (collaborating, instigating, aiding and abetting), or the transferral of the hosting services for the purpose of the committing of a criminal act by third parties who are under the supervision of the Customer, such as children, employees, subcontractors etc. (hereafter „Agents“).
- Disseminating or making accessible contents that are against the criminal law or civil law (depictions of violence, so-called soft and hard pornography, incitement to disturb the public peace, disruption of freedom of religion and culture, racial discrimination, libel, defamation, infringement of privacy etc.) by the Customer himself or by his Agents. Soft porn may, however, be made accessible if the Customer installs effective controls which merely enable those over 16 years of age to access corresponding contents.

- Unauthorised receipt, storage or dissemination of contents which are protected by law (copyright, trademark, data protection, design and patent law).
- 2.2 The Customer is obligated to take suitable precautions to prevent the illegal use of the hosting services and to inform Hostpoint immediately of anything appropriate that is found that would prevent the hosting services from being misused. Notwithstanding the limitations on liability provided in Cl. 8 of the GTC, the Customer shall indemnify Hostpoint in full for all claims made against Hostpoint in connection with the use of the hosting services by the Customer and the individuals under his supervision. The loss or damage to be compensated also includes the costs of a proper legal defence of Hostpoint. The Customer undertakes to assist Hostpoint and the third party used by it in any proceedings. Hostpoint is entitled to require the Customer to provide a security deposit as a precautionary measure to ensure coverage of the loss or damage. Hostpoint is entitled to suspend the services or to terminate the contract without giving notice if the security deposit is not provided.
 - 2.3 The installation of resource-intensive applications/scripts on the servers of Hostpoint, resource-intensive downloads and other resource-intensive uses of the hosting services by the Customer which might jeopardize the normal function or security of the network through which Hostpoint provides the hosting services are allowed only with the prior written consent of Hostpoint. Hostpoint is still authorised at any time to revoke with immediate effect a consent that has been granted, on the grounds of ensuring that the infrastructure can operate, and to prevent the use of the relevant applications/software immediately.

Executing the following processes is prohibited in all cases:

- Peer-to-Peer software;
- Network scanners;
- Brute force programs/scripts/applications;
- Mailbombs/spam scripts
- Proxies;
- VoIP software;
- Game servers;
- Bots, webcrawlers, IRC servers, clients;
- Terminal emulations;
- Crypto-Mining software.

This list is not exhaustive and it is the responsibility of the Customer, prior to installing an application/script, to check whether activation is permitted based on these Usage Guidelines. The Customer can for this purpose send a query to Hostpoint.

3. ELECTRONIC MAIL

- 3.1 The Customer is responsible for the content of the messages which he sends while using a Hostpoint service. The Customer shall indemnify Hostpoint if third parties assert claims against Hostpoint in connection with the transmission of messages on the part of the Customer.
- 3.2 Sending identical emails to a large number of addressees is prohibited to the extent that this is done without the prior consent of the addressees (opt-in), without correctly stating the identity of the sender or without a reference to a simple and free opt-out (spamming). By way of exception, sending information concerning goods and services without a prior opt-in of the recipient is permitted if the recipient concerned is already a customer of the sender and the message contains information on goods and services similar to the ones already received by the recipient as well as a reference to a simple and free opt-out (Art. 3 (1) lit. o UWG).
- 3.3 The use of a third party mail server as a distribution station (relay) for the processing of identical unsolicited messages to a large number of addressees with the domain name registered with us is prohibited.
- 3.4 Offering banner exchange and email exchange pages is prohibited.
- 3.5 Advertising web sites and services which are operated on the infrastructure provided by Hostpoint, by means of identical, unsolicited messages to a large number of addressees is prohibited (spamvertising).

4. SECURITY GUIDELINES

- 4.1 A breach of system and network security constitutes a contractual breach for which the Customer shall be liable under civil law. The limitations on liability provided in Cl. 8 of the GTC shall not apply. If the necessary preconditions are met the Customer shall also be liable under criminal law. The following actions in particular constitute such breaches of system and network security:
 - Unauthorised access to or unauthorised use of data, systems and network elements, checking the vulnerability of the system or network competence without prior agreement (scanning) or the attempt to penetrate security measures and authorisation measures, without first obtaining the prior written consent of the affected party.
 - Unauthorised monitoring of the data traffic without the prior written consent of the competent authorities or the network owner (sniffing).
 - Harming of the systems of Hostpoint and its customers, including by mail bombs, mass mailing or other attempts to overload the system (flooding).
 - Hacking management information in TCP/IP packets (packet headers), e.g. the TCP/IP addresses or information in the management section (e.g. address of recipients/senders), in an electronic message.
- 4.2 The passwords or other identifying parameters notified to the Customer are intended for personal use by the recipient and must be treated as confidential. Hostpoint may rely on the fact that the person using an identification parameter is authorised to do so.

4.3 The Customer and his Agents are obligated to terminate use of the hosting services in accordance with the procedure recommended by Hostpoint (for example, closing the browser by clicking on „Logout“, „Sign off“ or „Exit“).

5. PROSECUTING BREACHES

5.1 Hostpoint will prosecute breaches of these Usage Guidelines in accordance with the GTC (see in particular Cl. 3.2.2 and 3.2.6 of the GTC).

6. MESSAGES AND CHANGES

6.1 The Customer is obligated to inform Hostpoint immediately of the defects, disruptions or interruptions of hosting services, systems or software, including all cases of illegal or non-contractual use of the service by third parties (e.g. hackers), which have come to his attention.

6.2 Messages in connection with the Usage Guidelines stipulated here must be sent to: info@hostpoint.ch.

6.3 Hostpoint reserves the right to amend these Guidelines in accordance with the principles contained in the GTC.

Rapperswil-May, May 2018