



Terms and Conditions - Hosting and Hosting related Services

1. General

These terms and conditions are complementary to our general terms and conditions. They regulate the technical and financial obligations of the provider providing and the customer using hosting and hosting related services.

2. Obligations and responsibilities of the provider

- a. The hosting platform provided by the provider is publicly accessible via the internet. If not specified otherwise, the shared hosting platforms are dimensioned for moderate usage. If the service for a customer cannot be maintained for capacity issues, the provider and the customer will renegotiate and eventually implement the negotiated technical and financial changes.
- b. The provider sends access codes for the newly created customer account to the e-mail address provided by the customer. This e-mail also determines the start of the contract term.
- c. The provider only provides support for technical problems related to the hosting platform. The provider is not involved in the conception, development or publication of the customer's website. Therefore the provider does not provide support for these, except for websites developed by the provider if a maintenance contract is included.
- d. The provider reserves the right to temporarily suspend the service if this measure is mandatory to prevent deterioration of the service quality or damage to third parties. In emergency situations, the provider reserves the right to analyze and modify the customer's website or related data (remove malicious code from a website or restore a website from backup). Log files may be consulted by the provider, legal authorities or third party security companies to trace eventual problems.
- e. For security reasons all accesses to and actions performed in customer control panels may be logged including the customer's username and his IP address.
- f. The provider will update his servers on a regular basis. If possible, upgrades to new major release versions will be announced in advance. The provider can not be held responsible for possible incompatibilities of the customer's website with new versions of specific software. The provider is not obliged to announce smaller updates or emergency updates.
- g. The provider will make regular backups of all data related to the hosting platforms except e-mail messages. However, these backups do not represent a consistent snapshot of the customer's data. Backups are only intended for restoration of data due to software or hardware failures. Restoration of data which was lost due to a customer's fault may be subject to further costs.

3. Obligations and responsibilities of the customer

- a. The customer is obligated to ensure that no illegal content is hosted or linked to on his website. Any storage or transmission of illegal content through the customer's account is strictly prohibited. The customer has to verify himself the legality of all contents on his website before publishing the site.
- b. The customer must respect the technical limits of the hosting offers.
- c. The customer must respect the Acceptable Use Policy. A violation of this policy may result in an immediate account suspension or termination without prior notification. In addition the provider reserves the right to claim for damages.



- d. In particular, the customer is obligated not to violate any copyrights or intellectual properties of third parties. The customer agrees to indemnify the provider and hold the providing party harmless from any claims resulting from the use of the provider's services.

4. Service specific agreements

a. Web hosting services

- i. If the service permits the execution of scripts (PHP, Perl, etc.), there may be limitations. To ensure a maximum of stability and security in a shared hosting environment, some functions may not be available and some technical restrictions may be in place. The customer has informed himself before contract conclusion that the service offers all functionality required to operate his website.
- ii. If a customer's script uses too many resources, performs prohibited actions or has in any other way a negative influence on the stability of the provider's infrastructure, the provider reserves the right to stop and block this script. The provider will inform the customer in advance - if possible.
- iii. Scripts hosted on the customer's account may not try to circumvent or change security settings. Such actions will be logged and may result in a suspension of the account.
- iv. The customer is obligated to securely configure and regularly update installed web applications to prevent abuse of his account.
- v. The customer's website must contain an imprint which meets the standards required by applicable law. In case of a missing or incomplete imprint, the provider may forward customer contact information to demanding third parties which require direct communication with the website operator.
- vi. Without prior written authorization the hosting of pornographic material is forbidden on shared hosting platforms.

b. E-Mail services

- i. Unless specified otherwise a customer's mailbox is either limited by its size or by the retention period of messages. While the provider's standard hosting solutions have a limited retention period of 90 days for messages, the provider's professional hosting offers include a retention period that only expires upon contract expiration. These e-mail accounts are limited by their mailbox size.
- ii. The provider may use basic spam filtering techniques such as blacklists or grey-listing on any incoming e-mail server. In case an e-mail is blocked by these measures the sender should be informed automatically about this by the sender's e-mail system. These filtering techniques do not require the customer's approval.
- iii. However, content filtering techniques cannot be used without the customer's consent. Therefore a customer who orders a product which includes a content filter authorizes the provider to perform any operation necessary to fulfill this task by placing his order. The sender of e-mails blocked by a content filter is not informed by the system. The customer ensures that every e-mail user related to his account is informed about this filter and has approved its deployment.



Due to the nature of spam, the provider cannot give any guarantee about the percentage of spam that is blocked nor ensure that no legitimate e-mail will be blocked.

- iv. Log files may be stored for legal or technical reasons. However, these log files only contain information included in the e-mail header.
- v. The provider may temporarily or permanently block a customer's account if this account is used to distribute e-mails containing viruses or spam as well as, upon reasonable suspicion, analyze a sample from these messages to verify the violation of the Acceptable Use Policy.

c. Top Level Domain Names

- i. The provider only acts as registration agent towards registries, registrars or platform partners registering domain names in the name of the customer.
- ii. The different top level domains are governed by different registries, each registry having their own regulations applicable to domain registrations. The customer agrees to the specific terms and conditions from the issuing registry. A list of registries can be found on the IANA website (<http://www.iana.org/>).
- iii. The customer authorizes the provider to transmit any contact information necessary for the process of domain name registration to the issuing registry, registrar or platform partner. The provider does not offer anonymous domain name registrations.
- iv. If a domain name was blocked or deleted due to payment delays or upon the request of a customer, a recovery fee may be due to re-enable the domain name. The amount depends on the specific top level domain name.

The customer fully agrees to these terms and conditions by placing his order.

Last updated 8th of October 2010