

## General terms and conditions

These General Terms and Conditions apply to all services offered by Securebit AG. With the use of our services you accept the following conditions unchanged and completely.

### 1. Scope and coverage

1. These General Terms and Conditions (the "Terms") govern the legal relationship between Securebit AG ("Provider") and the customer (hereinafter "Customer"). These terms and conditions form part of any contract between the provider and the customer, and apply to all offers and services of the provider. The inclusion of differing Conditions of a customer is hereby expressly excluded. Deviations from these Terms and Conditions require the express written consent of the provider, with e-mails only satisfy the written form, except as otherwise expressly agreed.
2. Future deviate from these general terms and conditions of the provider are automatically each part of the contract, to the extent the customer has been given reasonable opportunity to access and this was not contradicted in writing within two weeks of receipt. In the case of an objection until then the underlying contract Terms and Conditions shall remain valid.
3. The customer accepts the applicable terms and conditions by the use of the Services. The customer may be prompted to stress individual services to repeat his agreement to the Terms by activation of an appropriate check box.
4. These Terms and Conditions also apply to third parties, take what services customers in commercial claim.

### 2. Benefits and rights of Securebit AG

1. The provider provides both free as well as paid services. The fee-based services are governed by the provider's current fee schedule. You can download the fee schedule [https://www.securebit.ch/pdf/about/service\\_conditions.pdf](https://www.securebit.ch/pdf/about/service_conditions.pdf). Provider attaches extraordinary importance to this matter in the context of operational resources and minimizing interruptions. The information published on the website terms and the terms of the customized offer apply to all services. The provider can change the range of services and prices at any time and restrict individual services and/or discontinue provision.
2. The provider is committed in the context of operational

resources to offer services around the clock smoothly and without interruptions. Maintenance, fault finding, the expansion of services, measures to protect the infrastructure, etc., can require temporary interruptions required. The customer will be informed in advance of such interruptions if this is possible under the circumstances. The provider is trying to create maintenance work at off-peak times and as short as possible.

3. The Provider has the right to use to provide services at any time and in any amount, of third parties. A reduction or other claim results for the customer not.
4. The provider also reserves the right to terminate the customer's account or access to the customer site if the user's behavior or the behavior of the users of the Client site (eg high number of simultaneous requests at the customer site with DDoS attacks) in any way the impaired performance of the service or the client's website. The provider is (in the context of operational resources and due to the specific circumstances of possible applicable) previously or subsequently immediately inform the customer about the necessary or revocation of.
5. The provider holds the right at any time to amend the scope of your services and change. Such changes will be notified to the customer through appropriate channels. In a possible price increase while until then the underlying contract notice periods apply.
6. The provider provides the customer with the administrative area of applications and other value added services Securebit AG or third parties. With the use of the application or the additional services the customer accepts also applicable to the respective applications or additional services Disclaimers, Terms and Conditions, terms of use and / or described in the respective supply side or in administration conditions of Securebit AG or such third party.
7. The provider may limit the use of applications at any time and without notice and / or remove individual applications from the offer. The customer is also affirmative note that there is no entitlement to support

services with respect to the applications and that it is solely responsible for securing its data in connection with the use of the applications.

### 3. Responsibilities and obligations of the Customer

1. The customer is entitled to make and lawful use of the services and products and is committed to abide by these Terms and any instructions by the provider, particularly with regard to maintenance, updating and removal of software. When ordering, registration, and in the course of using the Services, the Customer is obliged to provide truthful information.
2. The Customer undertakes to select suitable passwords, stored carefully and protected against access by third parties. For the use of passwords, the customer is fully responsible. If the customer misuse of his account permanently, he shall immediately notify the provider in writing.
3. The customer is obliged to notify the provider any faults and interruptions of the services claimed by him immediately and to assist the provider in remedying the fault, if possible. The customer shall bear the cost of the isolate, and resolve interference by the provider, if the customer has requested an investigation and the cause of the malfunction on the behavior of the client or the equipment used by him or on the behavior of users of the site back to customers is lead.
4. The customer is responsible for the content of the information (voice, images, sounds, computer programs, databases, audio/video files, etc.) that he can submit or edit yourself (and communicating with him third parties) by the provider, distributed or available for access. The customer is also evidence (in particular links) to such information responsible. The provider applies with respect to the contents made available by the customer no obligation to monitor.
5. The customer is required to make under acquisition of the products and services of the provider to only permissible content accessible. In particular, unauthorized content, content provider or third parties, including intellectual property rights in the broader sense (for example, copyrights or trademarks) or personality rights, provisions of the Act against Unfair Competition (UWG), including the imprint of the customer in accordance with Art. 3, para. 1 lit. s UWG, or business reputation injure or threaten; Prohibited are

also all content offenses (particularly in the areas of pornography, violence, racism, trade secret, defamation and fraud) meet.

6. Any disputes between co-owners of an account or the customer and third parties on the use of the account or the spread over the relevant account or on the client's website content is exclusively a matter for the co-owner of the account or the customer. The provider receives requests/complaints from individual co-owners of accounts or third parties in respect of an account or in respect of more than one account or the customer site submitted content, the provider will request / complaint to the / the other co-owners or customers forward for execution. The right is reserved to disclosed to third parties the right of the provider, the identity of the customer at the request of courts or authorities.
7. The provider reserves the right to modify the content accessible claiming the hosting services provided by the customer upon receipt of information within the meaning of the Code of Conduct - to sift Hosting (hereafter "CCH") or on the order of courts and authorities. The provider is entitled to carry out sampling even in the absence of information.
8. The transfer of complaints by third parties is in accordance with the described CCH Notice-and-Notice-process (the "notice and notice" principle). The customer is obliged to inform the notice-and-notice procedure as well as the notice and takedown procedure according to CCH (the "notice and takedown procedure"). The CCH is <https://www.securebit.ch/about/code-of-conduct> code cost.
9. The Provider has the right to deny access to the client's website in whole or in part, and adjust the hosting services if the requirements of notice and takedown procedure are met, the provider will be prompted to judicial or official or otherwise themselves legally responsible or could constitute a criminal offense or if a sample gives concrete evidence or suspicion of a violation of the usage policy or provision of Illegal Content. The provider also reserves the right to reject virus-infected emails.
10. The provider is entitled to charge the customer for expenses incurred in connection with measures into account. The assertion of further damage is reserved. The Provider may require the customer to a

precautionary cover charges and further loss of a security. If this guarantee has not been paid or the customer does not follow that occurred in connection with the measures taken calls, the provider may suspend the Services or terminate the contract with the customer.

11. Through the acquisition of the products and services of Securebit AG, the customer undertakes an unlawful act (such as DDoS, spam, etc.) to refrain from using the services offered by Securebit AG. Should the case arise, the provider is entitled to close the access immediately with no refund. The Provider shall not be responsible for the consequences of use of the account, for example in the workplace (tunneling of operational backups and, if necessary, following disciplinary consequences).

#### 4. Data security

1. The customer is solely responsible for securing its data. The provider recommends that customers regularly to create a data backup. The provider shall provide the customer suitable for this third-party tools available, without taking responsibility for their functionality.
2. When hosting services provider ensures daily as additional protection databases, files and e-mails of customers and keeps them on a rule for seven days. Upon Customer's request and at an additional fee the provider that the data held by the provider makes available to the extent available. However, the provider may bill the customer does not guarantee the restoration of the complete data.
3. Excluded from the recovery of the data in each case, e-mails that are stored by spam filters in special memory for spam e-mail. This store is not backed up, but cleared regularly. Provider does not guarantee the security of data stored on its server and draws the customer's attention that the backup of the data takes place at various points in time and therefore a potential loss of data in individual cases can not be excluded. In exceptional cases, it is also possible that the provider for technical reasons, for example, can not make a data security due to maintenance or malfunction in the system for individual days.

#### 5. Invoicing and payment

1. The obligation to pay for fee-based services and

products begins with the contract or with use of the service.

2. The provider shall provide the customer for the selected contract terms generally each invoice in advance. The invoice must be paid by the date specified on the invoice due date.
3. If the customer violates the aforementioned payment, the provider to charge 8% interest in arrears and from the 2nd reminder is additionally entitled to collect late fees cover costs. The provider is also entitled to terminate the service. after unsuccessful 1st reminder that Provier has the right to suspend the service of the customer.
4. The settlement of mutual claims of the parties is excluded.

#### 6. Warranty

1. The provider is committed to provide the hosting service thoroughly and professionally. However, the provider can not guarantee that the Website will be uninterrupted clients available on the Internet and that the data requested by the customer are received correctly and without delay on the Internet. The provider is in addition no guarantee that the third party services rendered and possibly used by the provider put the customer in a position to reach his intended economic or other purpose.
2. Error messages of the hosting services by the customer shall contain a written (by registered mail or e-mail, with subsequent confirmation of receipt) of defects that provides a comprehensible description of the asserted deficiencies. The customer must also set the provider has a reasonable grace period of at least 30 days to remedy the deficiencies specified in the complaint. After a grace period, the customer is entitled to terminate the contract immediately. The provider shall report to the customers any prepaid fee pro rata for the period in which the customer service no longer takes back as a result of termination. Any and all further compensation is excluded.
3. The installation and use of applications ready made at your own risk and responsibility of the customer. The provider does not assume any responsibility. The Provider makes no representation or warranty especially for the completeness, accuracy, durability,

reliability, performance, merchantability, quality, fitness for a particular purpose, or for specific results, absence of defects or the like regarding the applications.

## 7. Liability of Securebit AG

1. The provider has unlimited liability to the Customer for damages caused by unlawful intent or gross negligence by the provider direct and proven damages.
2. The liability is expressly excluded for slight negligence or for incidental or consequential damages. Consequential damages in particular loss of profit, loss of production, loss of reputation and damage resulting from loss of data.
3. Excluded is also any and all liability for damages incurred because third parties engaged by the communication infrastructure of the provider and the customer site or abusive benefits under this authorization. This applies, for example, but not limited to interventions by computer viruses or DDoS attacks and changes from hackers and unauthorized sending of e-mails. The disclaimer also includes damages arising from the customer needed to defend against such third-party intervention measures taken by the provider (eg blocking of access to the customer site to protect the infrastructure of the provider and the websites of other customers against DDoS attacks).
4. The above exclusions and limitations of liability of the provider shall not apply to injury of life, body or health or where required by applicable law, including the provisions of the Product Liability Act.

## 8. Liability of the Customer

1. The customer is liable without limitation with respect to the provider for damages caused by unlawful intent or gross negligence. The Customer's liability is expressly excluded for slight negligence.

## 9. Confidentiality and Privacy

1. The provider and the customer shall be obligated to maintain the confidentiality of all non-public information and data available to them in the preparation and execution of the contract. This obligation will remain as long as it has a legitimate interest even after termination.

2. The provider and the customer provide the privacy and data security in their respective spheres of influence. The Provider shall take reasonable technical and organizational measures to protect personal data against unauthorized processing. The provider uses personal information only for the purpose of providing their own services. For certain services, it may be necessary personal data to third parties in Switzerland or abroad (for example, when accessing applications that are operated by third parties). Then, the provider reserves the right to personal data or make available to third parties authorities, insofar as it is legally required to. The provider is also entitled to inform customers about current developments and new services provider and partners. The customer may at any time declare that it does not wish such information. The provider keeps your data only if and as long as it is necessary for providing the services or the providers of the law is obliged to do so.

## 10. Intellectual Property

1. For the duration of the contract, customers receive the non-transferable, non-exclusive right to use and to use the Service.
2. All rights to existing or performance of the contract acquired intellectual property pertaining to the services of the provider (eg programs, templates, data, web interface) are retained by the provider or the third parties employed.

## 11. Term and Termination

1. These terms and conditions shall apply during the entire duration of the services provided by the customer.
2. The contract between the provider and the customer regarding hosting services occurs with the delivery of the contract documents through by the provider to the e-mail address provided by the customer for contract-relevant notifications, by confirming the customized offer by the Customer or by using the services customers and remain in force for the duration selected in the customer's order or in the customized offer. The contract may be terminated by either party upon 30 days to the end of the agreed contract period. Cancellation must be made in writing by registered letter or fax with confirmation of transmission. The provider is also entitled to terminate the contract by e-

mail sent to the customer for contract-relevant notifications specified email address. Without timely termination, the contract shall be automatically prolonged the agreed contract period.

3. Swiss law does not provide for a return period or any other right of return for online commerce after the order has been sent.
4. If the customer the contractual provisions (including the use of guidelines for hosting services) violates, services misused for illegal purposes, makes accessible Illegal Content or if the provider is threatening a reputational damage, the provider has the right, at its discretion, disable the service without delay and / or to terminate the contract with immediate effect. The customer shall owe the provider owed to the regular contract termination fees and compensation for any additional costs incurred in connection with the termination without notice.
5. The provider may also terminate the contract with the customer without notice if against the customer proceedings for bankruptcy or insolvency have been instituted or if it is apparent in other ways that the customer is unable to meet its payment obligations, and if the customer prior to the expiration duration of contract costs for the next contract period not vorschiesst or appropriate collateral backing.
6. After expiry of the contract, the provider is entitled to delete the customer's data. The customer is responsible for the timely backup of its data itself.

## 12. Amendments to contractual conditions

1. The provider strives to maintain its infrastructure at the current standard that meets the industry standard security requirements and industry-standard technical standard. The Customer acknowledges and agrees that new technological developments, security requirements and/or changes in the services offered by subcontractors or Open used source software to expand or restrict the range of services for violations and also can have an impact on prices.
2. The provider therefore expressly reserves the right, to change the contract terms, including these terms at any time. Changes to the Terms will be made available on the website of the provider and contact their intrusion into force. Any price increases or service limitations

borne by the customer during the contract period announces the provider to the customer when hosting service agreements in writing via e-mail. Not the client accepts the changes, he has the opportunity to do so within since receipt of the notification to inform the provider 30 days written notice by registered letter or fax with confirmation of transmission and to terminate the contract at the end of the month. Without written notification within the specified period, the changes as the customer are approved.

## 13. Other provisions

1. For customers with hosting services Contract shall be made relevant to the contract notices, in particular the announcement of price changes by e-mail to the customer-defined owners e-mail address. The customer is responsible for ensuring that the stored customer data (accounting, administrative and technical contact) during the entire duration of the contract is current, complete and correct. The provider is not required to comply with other than the stored customer data or make inquiries with a view to correcting these data itself. However, the provider is entitled to correct or delete manifestly incorrect or infringing third party rights records.
2. Rights and obligations under the hosting service contract may be transferred only with the written consent of the other party to a third party. Exempt from this provision is the transfer of the contract the provider to a legal successor or affiliated company.
3. Exclusive jurisdiction constitute the ordinary courts at the seat of the provider. Alternatively, the provider is entitled to sue the customer at his home.

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