



Registrant Registration Agreement / General Terms and Conditions (GTCs)

Applicable from 1 January 2022 (Version 16.0)

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1. SCOPE

These General Terms and Conditions (GTCs) govern the contract between you as a customer, be it as the holder of an account, the holder of a DOMAIN or as a Technical Administrator for a holder of a DOMAIN or as a customer of Hosting Services and Add-Ons and Swizzonic Ltd. The GTC do not specify other services from Swizzonic Ltd. which have their own conditions of use.

2. DEFINITIONS

Application	Application to Swizzonic Ltd. using the defined lines of communication for registration, partner transfer, transfer or deletion of a DOMAIN.
BACKORDER	As soon as the Domain is released, we endeavour to register the desired Domain promptly using most modern Backorder technology.
User Account	Area at www.swizzonic.ch where services are provided to the customer and/or to the technical administrator in conjunction with the registration and administration of DOMAINS, Add-Ons and Hosting Services.
Administration	Undertaking of administrative actions in relation to a DOMAIN and/or Hosting Services and/or Add-Ons, particularly on the basis of requests and updates by the holder or the Technical Administrator.
Deletion	Cancellation of the registration of a DOMAIN or deletion of the Hosting Services' and/or Add-Ons' data by Swizzonic Ltd. under the terms of these GTCs (e.g. non-payment or termination by the customer).
DNSSEC	Domain Name System Security Extensions (DNSSEC) is an extension of DNS which supervises the authenticity and integrity of DNS answers. The DOMAIN Add-On DNSSEC includes services in accordance with the specification - DNSSEC published on the website of Swizzonic Ltd.
DOMAIN	Alphanumeric string recorded in the zone file of the Registry.
DOMAIN Add-On	DOMAIN Add-Ons include BACKORDER, LINK, SAFE, PRIVACY and DNSSEC as described in the respective specifications published on the website of Swizzonic Ltd.
Specification	Detailed descriptions of the services for DOMAIN, LINK, SAFE, DNSSEC, PRIVACY, MAIL, WEB / WEB Swiss, TOOL Premium, TOOL Basic, HEX, HEX Light, PRESENCE, smart@work, SHOP and SSL Certificates (SECURE) published on the website of Swizzonic Ltd.
gTLD	Generic Top Level Domain (e.g. .com, .net, .org)
Holder / Customer	The private person or legal entity or a general or limited partnership, which has registered a DOMAIN on request or ordered a hosting service or a service in his or her name
HEX, HEX Light	The service HEX, HEXLight (Hosted Exchange) includes e-mail services as described in the respective specifications published on the website of Swizzonic Ltd., for HEX and HEX Light
Hosting Add-On	Hosting Add-Ons include WEB Swiss Plus, MAIL upgrade, SSL Certificates (SECURE), SHOP, SHOP Pro, E-Commerce, as described in the respective specifications published on the website of Swizzonic Ltd.
Hosting Service	Hosting Services include TOOL Premium, TOOL Basic, WEB / WEB Swiss, MAIL, HEX, HEX Light, PRESENCE, SWIZZfree Hosting, SWIZZbudget Hosting, SWIZZbusiness Hosting and SWIZZpremium Hosting as described in the respective specifications published on the website of Swizzonic Ltd.
IP address	A numeric address used for addressing a computer on the internet
LINK	The DOMAIN Add-On LINK includes name server services as described in the respective specifications published on the website of Swizzonic Ltd. for LINK
MAIL	The service MAIL includes e-mail services as described in the respective specifications published on the website of Swizzonic Ltd. for MAIL.

Modification	All modifications carried out by the customer or the Technical Administrator directly in the account or using the defined communication channels in conjunction with the services of Swizzonic Ltd.
new gTLD	Designation for the TLD which were introduced as part of the ICANN program "new generic Top-Level Domains" since 2013 (e.g. .guru, .photo, .berlin, etc.)
Add-Ons	DOMAIN Add-Ons and Hosting Add-Ons
PRESENCE	The service PRESENCE includes a Managed WordPress as described in the respective specifications published on the website of Swizzonic Ltd.
PRIVACY	The DOMAIN Add-On PRIVACY includes DOMAIN services as described in the respective specifications published on the website of Swizzonic Ltd. for PRIVACY
Registrant	The owner of a domain name
Registrar	A provider of domain name registration and administration services.
Registry Operator / Registry	The organisation entrusted with registration and administration of domain names, which maintains the zone file for the TLD concerned.
Reseller	An intermediate dealer between the Registry and Registrar.
SAFE	The DOMAIN Add-On SAFE includes DOMAIN services as described in the respective specifications published on the website of Swizzonic Ltd. for SAFE
SHOP	The Hosting-Add-On SHOP includes an Online-Shop described in the respective specifications published on the website of Swizzonic Ltd. for SHOP.
Service Order	Specific order by customer of Services offered by Swizzonic Ltd. or third parties retained by Swizzonic Ltd.
Services	Full range of services and services of Swizzonic Ltd. according to these GTCs.
smart@work	The service smart@work includes the service Microsoft OFFICE 365 Business with the services installation support, migration support and customer support according to the specifications published on the website of Swizzonic Ltd.
Sponsoring Registrar	The sponsoring registrar for .ch and .li DOMAINS is Swizzonic Ltd.; for all gTLDs it is 1API GmbH – www.1api.net. And used herein, the terms “Registrar” shall refer for .ch and .li DOMAINS to Swizzonic Ltd. and for all gTLDs to 1API GmbH.
SSL Certificates	The Hosting-Add-On’s SSL Certificates (SECURE) include SSL-Certificates as described in the respective specifications published on the website of Swizzonic Ltd. for SSL Certificates.
Subscription period	Generally a period of 12 months or, alternatively generally 2, 3, 4 or 5 years that commences on the day of the registration of a DOMAIN (confirmation of registration) or the order of Add-Ons or Hosting Services with Swizzonic Ltd., or any subsequent period with which the registration of the DOMAIN or the subscription for Add-Ons or Hosting Services is extended.
SWIZZfree Hosting SWIZZbudget Hosting SWIZZbusiness Hosting SWIZZpremium Hosting	This relates to a product bundle covering hosting and e-mail services on the basis of cPanel platform and as described in the respective specifications published on the website of Swizzonic Ltd. To use this product bundle, an additional Service Order shall be agreed between the customer and Swizzonic Ltd. and attached as an appendix to these GTCs.
Technical Administrator	The private person or legal entity or a general or limited partnership, which is entered by the customer in his account and thereby receives certain rights.
Termination	Cancellation of the registration of a DOMAIN by the customer or a termination of the use of Hosting Services and Add-Ons which results in the immediate deletion or deletion at the end of the subscription period.
TLD	Top Level Domain, thereby one differentiates between generic TLD (e.g. .com, .net, .org) and country specific TLD (e.g. .ch, .li, .fr) and new gTLD (e.g. .photo, .guru, .swiss)
TOOL Premium, TOOL Basic	Both the TOOL Premium and TOOL Basic cover services in the field of hosting with an application from a third-party provider to create a website as described in the respective specifications published on the website of Swizzonic Ltd., for TOOL Premium and Basic.



Transfer	Transfer of a specific DOMAIN from the previous customer to a new one or a change in the administration of a DOMAIN from another Registrar to Swizzonic Ltd. or from Swizzonic Ltd. to another Registrar.
TRUSTEE	If you do not meet the registration conditions for certain DOMAINS, Swizzonic Ltd. E will provide trustee services through a trustee of the lessor of DOMAINS by a lessor.
User ID	User identification, which is assigned to a customer or a Technical Administrator by Swizzonic Ltd. in relation to their account.
WEB / WEB Swiss	The service WEB / WEB Swiss covers hosting services as described in the respective specifications published on the website of Swizzonic Ltd. for WEB / WEB Swiss

3. VALIDITY OF THE GTCs; ENTRY INTO FORCE OF THE CONTRACT; APPLICABLE CONDITIONS

At the time of opening an account or making a request to Swizzonic Ltd. for registration or transfer of a DOMAIN and/or by ordering Hosting Services/Add-On, you agree to the applicable GTCs and any related and applicable Service Orders, specifications and the current prices as shown on the Swizzonic Ltd. website for the services pursuant to these GTCs.

Only the German version of these GTCs and appendixes (if applicable) shall be legally binding. The English translation serves information purposes only.

The services offered on the Swizzonic Ltd. website are non-binding. The contract with you as the holder of an account enters into force upon issue of the password and User ID (see clause 5.5.4). The contract with you as the customer in relation to the registration, administration or lease of a DOMAIN submitted for registration/lease, transfer or partner transfer to Swizzonic Ltd. takes effect only upon registration confirmation. The contract for Hosting Services, Add-Ons and other services, takes effect only upon e-mail confirmation to you by Swizzonic Ltd.

In addition, the current terms and conditions of the Registry and any Reseller are applicable for DOMAINS in relation to the registration and administration of DOMAINS in the TLD, including any provisions on dispute resolution procedures and/or other user provisions. You undertake to comply with the requirements of the terms and conditions of the Registry and any Reseller when using your DOMAIN. You acknowledge that the conduct of Swizzonic Ltd. in relation to the performance of its obligations under the contract with you is governed by the terms and conditions of the Registry, any Reseller, or any lessor.

As for the product bundle SWIZZfree Hosting, SWIZZbudget Hosting, SWIZZbusiness Hosting and SWIZZpremium Hosting which is based on the cPanel platform, in addition to these GTCs, Swizzonic Ltd. and the customer shall enter into a separate Service Order, which forms an integral and substantive part of these GTCs and is attached as an appendix to these GTCs. Where the Service Order deviates from these GTCs, the terms of the Service Order shall prevail.

Other general terms and conditions, purchase terms or other terms other than those of Swizzonic Ltd., e.g. those of the customer, are not considered part of the contract unless they have been expressly accepted by Swizzonic Ltd. as binding in the contract with you.

4. SWIZZONIC LTD. SERVICES

4.1. DOMAINS

4.1.1. Registration of DOMAINS, Registration Data, and Third-Party Infringement

Registrations of DOMAINS: Swizzonic Ltd. registers for you the DOMAIN requested if the registration requirements of the Registry or any Reseller are met, and the DOMAIN is available for registration. Swizzonic Ltd. enters into the contract with the Registry or any Reseller in its own name and for its own account and acts



as the Registry's or the Reseller's billing contact. Swizzonic Ltd. ensures that the customer named in the request is registered as the legitimate owner of the DOMAIN under the relevant conditions of the Registry or any Reseller. The terms and conditions, as amended, for the DOMAIN specifications as shown on the Swizzonic Ltd. website and those of Appendix 1 apply.

DOMAIN Registration Data: You agree that for each DOMAIN registration submitted by you, the following contact information shall be accurately and truthfully provided: full name, postal address, email address, telephone number of the registrant contact of the DOMAIN (Holder) and, if different from the Holder, the same contact information for the technical administrator, an administrative contact and a billing contact. Failure to provide truthful and accurate information shall be considered a material breach of this Agreement and will be a basis for deactivation and/or cancellation of the DOMAIN. You also agree that for each DOMAIN registration you will notify Swizzonic Ltd. within seven (7) days of any changes to the full name, postal address, email address, telephone number of the Holder and, if different from the Holder, changes to the same contact information for the technical administrator, the administrative contact and the billing contact. It is your responsibility to keep this information current and accurate. Failure by you, for whatever reason, to maintain truthful and accurate information on a continued basis, shall be considered a material breach of this Agreement and will be a basis for deactivation and/or cancellation of the DOMAIN. Inquiries made by Swizzonic Ltd. to determine the validity of information provided by you must be responded to within seven (7) days. Failure to respond to such inquiries shall be considered a material breach of this Agreement and will also be a basis for deactivation and/or cancellation of the DOMAIN. It is a material breach of this Agreement if such requests remain unanswered and may constitute grounds for the deactivation and/or cancellation of the DOMAIN.

You will report any material changes to the validity of your authorization, corporate form, license, residency, title, status and/or other related credentials that will affect your legitimacy or qualification to be the Holder of the DOMAIN with such requirements.

Infringement of Third-Party rights: You declare that, to the best of the Holder's knowledge and belief, neither the registration of each DOMAIN nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

4.1.2. International Corporation of Assigned Names and Numbers ("ICANN")

Swizzonic Ltd. represents an ICANN accredited Registrar, or a Reseller of an ICANN accredited Registrar and as such you acknowledge, understand and agree that Swizzonic Ltd. is bound by its agreement with its Registrar and thus also with ICANN. You acknowledge, understand and agree that Swizzonic Ltd. may modify this Agreement in order to comply with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) an ICANN approved Registry applicable to the generic top-level-domain ("gTLD") in question. If you register a DOMAIN under ICANN's jurisdiction, you agree to the following:

1. To comply with the ICANN requirements, standards, policies, procedures, and practices for each applicable Registry at all times and to also comply with any future changes or updates enacted by ICANN.
2. To comply with any operational standards, policies, procedures, and practices for each Registry, which can change from time to time by the applicable Registry Operators in a non-arbitrary manner.
3. To read the Registrants' Benefits and Responsibilities at <http://www.icann.org/en/resources/registrars/registrant-rights/benefits>
4. To read the Registrant Educational Information at <http://www.icann.org/en/resources/registrars/registrant-rights/educational>

4.1.3. Domain Registrars, Intermediaries, Registries and ICANN Terms and Conditions

For DOMAINS you attempt to register, you consent to Swizzonic Ltd. submitting Domain Registration Orders to authorized Registrars either directly or through an intermediary.



You also understand that DOMAINS are administered by a multitude of different organisations internationally and that each of these organisations has different terms and conditions for the registration and administration of DOMAINS as well as for domain name dispute procedures.

In this respect, for the DOMAINS you register through Swizzonic Ltd., you acknowledge, understand and agree to the terms and conditions of each Registrar, intermediary, Registry and/or organisation, which are incorporated by reference herein as the "Registry Domain Policies".

You understand and agree that it is solely your own responsibility to keep informed and up-to-date on respective Domain Policies, as amended from time to time, that are connected to the DOMAINS you have registered at Swizzonic Ltd.

You also understand and agree that a violation of the current Domain Policies due to your failure to keep up-to-date is a material breach of this Agreement.

You will indemnify and hold harmless each Registrar, intermediary, organisation including ICANN, Registry Operator and Registry including their directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the DOMAIN registration for DOMAINS you register through Swizzonic Ltd. This obligation shall survive the expiry or termination of this Agreement or the DOMAIN registration.

4.1.4. Trustee services, Lease and Licensing of DOMAINS (TRUSTEE)

Trustee and Lease: If you as the customer do not meet the requirements for registration of certain DOMAINS, Swizzonic Ltd. will provide trustee services through a trustee or the lease of DOMAINS through a lessor. With the DOMAINS where Swizzonic Ltd. offers such services according to the respective specification, you cannot use the Swizzonic Ltd.'s offer in any other way, even if you meet the personal requirements for registration. Current terms and conditions according to appendix 1 apply.

Licensed Use of DOMAINS: You agree that, if you intend to license use of a DOMAIN to a third party, you will be the Holder of record and are fully responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the DOMAIN. You also agree as the Holder licensing the use of a DOMAIN according to this provision shall accept liability for harm caused by wrongful use of the DOMAIN, unless you disclose the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Holder reasonable evidence of actionable harm.

4.1.5. Transfer of DOMAINS

Swizzonic Ltd. supports you with the transfer of your DOMAIN to another Registrar and also from another Registrar to Swizzonic Ltd., provided that all the relevant technical, legal and organisational conditions of Swizzonic Ltd., any new or previous Registrar and the Registry and any Reseller concerned are met.

For transfers to Swizzonic Ltd. from another Registrar, the remaining subscription period is accepted, to the extent it is registered with the corresponding Registry. Usually the subscription period will be automatically extended for one year and invoiced accordingly. The fee incurred will be immediately payable to Swizzonic Ltd.

4.1.6. Availability of DOMAINS

Swizzonic Ltd. cannot guarantee the availability of a specific DOMAIN. This also applies even if the DOMAIN is shown as available on the Swizzonic Ltd. website, since a registration may have been concurrently submitted by a third party.

4.1.7. Reservation of DOMAINS of the new gTLD

The reservation of new gTLD only corresponds to an expression of interest for a DOMAIN that cannot yet be registered at the that point in time. The expression of interest is free of charge and without obligation for both parties. As soon as the registration of the desired DOMAIN will be made available to the public, you will be able to convert the expression of interest into a binding request for registration. Swizzonic Ltd. cannot guarantee that the desired DOMAIN will be awarded to you. With the expression of interest, you agree that you cannot



assert a legal right to submit a registration. It is possible that the desired DOMAIN will be assigned by the Registry to someone else.

4.1.8. Conversion of a reservation for a new gTLD DOMAIN

The conversion of a reservation of new TLD DOMAIN to a registration request is binding and can be executed or revoked only within the conversion period. After a registration request Swizzonic Ltd. will try to register the DOMAIN with the Registry at the opening of registration to the public. If the request for registration was completed successfully and the DOMAIN is available in your user account, a corresponding invoice will be due for payment. There is no right of withdrawal.

4.1.9. Deactivation, Cancellation or Transfer of DOMAINS

You consent and agree that any registration of a DOMAIN shall be subject to deactivation, cancellation, or transfer pursuant to any Specification (ICANN or Registry) or Policy (ICANN or Registry), or pursuant to any registrar or registry procedure not inconsistent with any Specification or Policy, (1) to correct mistakes by the Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the DOMAIN.

4.2. DOMAIN Add-Ons

4.2.1. BACKORDER

In case of a limited amount of DOMAIN extensions Swizzonic Ltd. offers a Backorder Service. If the Domain to be registered is made available, Swizzonic Ltd. will endeavour to immediately register the desired domain on behalf of the customer, using most-modern backorder technology.

4.2.2. LINK

With the DOMAIN Add-On LINK Swizzonic Ltd. provides you with name server services as described in the respective specifications published on the website of Swizzonic Ltd. for LINK.

4.2.3. SAFE

With the DOMAIN Add-On SAFE Swizzonic Ltd. provides you with DOMAIN services as described in the respective specifications published on the website of Swizzonic Ltd. for SAFE.

4.2.4. PRIVACY

The use of the DOMAIN Add-On PRIVACY enables Swizzonic Ltd. to avoid making your personal data in the Whois-data bank; however, your personal registration data will be held in a trust account if this is required by the relevant Registry and/or pursuant to ICANN rules (see: para 5.1.2 CTGs).

You lease your DOMAIN via a lessor. With the DOMAIN-Add-On PRIVACY Swizzonic Ltd. provides you with DOMAIN services pursuant to the specifications as amended for PRIVACY and the "General Terms and Conditions" as well as the "Privacy Service Agreement" displayed at Swizzonic Ltd.'s website. This DOMAIN Add-On is only available if it is not inconsistent with Registry guidelines.

4.2.5. DNSSEC

With the DOMAIN Add-On DNSSEC Swizzonic Ltd. provides you with DOMAIN services as described in the respective specifications published on the website of Swizzonic Ltd. for DNSSEC.

4.3. Hosting Services

4.3.1. WEB / WEB Swiss

With the service WEB / WEB Swiss Swizzonic Ltd. provides you with services within an online infrastructure, as described in the respective specifications published on the website of Swizzonic Ltd. for WEB / WEB Swiss.

4.3.2. TOOL Premium, TOO Basic

With the service TOOL Swizzonic Ltd. provides you with a toolbox to create a website within an online infrastructure, as described in the respective specifications published on the website of Swizzonic Ltd., for TOOL and the applicable terms of use of the third-party provider.



4.3.3. MAIL

With the service MAIL Swizzonic Ltd. provides you with e-mail services within an online infrastructure, as described in the respective specifications published on the website of Swizzonic Ltd. for MAIL.

4.3.4. HEX, HEX Light

With the service HEX, HEX Light Swizzonic Ltd. provides you with e-mail services within an online infrastructure, as described in the respective specifications published on the website of Swizzonic Ltd., for HEX, HEX Light and the applicable terms of use of the third-party provider.

4.3.5. PRESENCE

The service PRESENCE consists of a Managed WordPress Hosting as described in the respective specifications published on the website of Swizzonic Ltd.

4.3.6. smart@work

The service smart@work includes the service Microsoft OFFICE 365 Business with the services installation support, migration support and customer support according to the specifications published on the website of Swizzonic Ltd.

4.4. Hosting Add-Ons

4.4.1. WEB Swiss Plus

With the Hosting Add-On WEB Swiss Plus Swizzonic Ltd. provides you in conjunction with the service WEB Swiss with additional space as described in the respective specifications published on the website of Swizzonic Ltd. for WEB Swiss Plus and the applicable terms of use of the third-party provider.

4.4.2. MAIL upgrade

With the Hosting Add-On MAIL upgrade Swizzonic Ltd. provides you in conjunction with the service MAIL with additional space as described in the respective specifications published on the website of Swizzonic Ltd. for MAIL upgrade and the applicable terms of use of the third-party provider.

4.4.3. SHOP / SHOP Pro

With the Hosting Add-On SHOP and SHOP Pro Swizzonic Ltd. provides you in conjunction with the service TOOL with an online shop as described in the respective specifications published on the website of Swizzonic Ltd. for SHOP and SHOP Pro and the applicable terms of use of the third-party provider.

4.4.4. E-Commerce

With the Hosting Add-On E-Commerce Swizzonic Ltd. provides you in conjunction with the service PRESENCE an online shop as described in the respective specifications published on the website of Swizzonic Ltd. for E-Commerce and the applicable terms of use of the third-party provider.

4.4.5. SSL Certificates

With the Hosting Add-On's SSL Certificates Swizzonic Ltd. provides you the opportunity to order SSL Certificates as described in the respective specifications published on the website of Swizzonic Ltd. for SSL Certificates (SECURE) and the applicable terms of use of the third-party provider.

4.5. SWIZZfree Hosting, SWIZZbudget Hosting, SWIZZbusiness Hosting and SWIZZpremium Hosting

The products SWIZZfree Hosting, SWIZZbudget Hosting, SWIZZbusiness Hosting and SWIZZpremium Hosting are provided on the basis of the technical platform cPanel. With regard to these services, Swizzonic Ltd. will provide the customer with the Services as described in the respective specifications published on the website of Swizzonic Ltd. To use this product bundle, an additional a Service Order shall be agreed between the customer and Swizzonic Ltd. and attached as an appendix to these GTCs. Where the Service Order deviates from these GTCs, the terms of the Service Order shall prevail.

4.6. DOMAINS, Add-Ons and Hosting Services



Hosting Services and Add-Ons may only be taken together with a Swizzonic Ltd. DOMAIN. If the DOMAIN is transferred to another customer, you may link the Hosting Services contract to another DOMAIN in some cases, although those must be obtained from Swizzonic Ltd. If you no longer have a DOMAIN with Swizzonic Ltd., the latter may terminate the Hosting Services contract without notice or compensation as described under clause 6.3.

4.7. General services

4.7.1. Administration of DOMAINS, Add-Ons and Hosting Services

Access to your user account is available on the Swizzonic Ltd. website, in which you can submit requests for registration/lease, partner transfer, transfer (if at same time as partner transfer) and the deletion of DOMAINS, and in which you can administer and terminate your Hosting Services and/or Add-Ons and perform customer-based technical and administrative settings.

You can also carry out modifications, e.g. transfer of a DOMAIN, change your own address, enter and delete or modify a Technical Administrator, view invoices and pending scheduled terminations and modify name server entries. Swizzonic Ltd. passes on requests for DOMAINS to the relevant Registry, Reseller, or lessor, monitors their execution and will report to you completed executions of registration and transfers in your account.

4.7.2. Subscription renewals of DOMAINS, Add-Ons and Hosting Services

During the term of the contract concluded with you, Swizzonic Ltd. shall extend the subscription of the DOMAIN, Add-Ons and Hosting Services on its own behalf and at its own expense if the fee owed by you for this or the new subscription period has been paid on time to Swizzonic Ltd., and you do not have a valid request for a partner transfer, transfer, or deletion of DOMAINS, or a timely cancellation of a Hosting Service or an Add-On exists.

You understand and agree that Swizzonic Ltd. is not responsible for cancelled DOMAINS that you have failed to properly renew under the following conditions:

Payment of Renewal Fee: All the terms and conditions for Payment of Fees in this Agreement are met.

If Swizzonic Ltd. does not receive the applicable renewal fees for a DOMAIN (as cleared funds) thirty (30) days prior to the expiration date of a DOMAIN, Swizzonic Ltd. reserves the right to cancel the registration of the DOMAIN and remove it from the Registry's root zone file immediately following the DOMAIN's expiration date.

Contingent on the full DOMAIN renewal fee being paid by you and received by Swizzonic Ltd. (as cleared funds) at least thirty (30) days prior to the expiration date of a DOMAIN, DOMAINS will be automatically renewed by default.

The standard price for renewing or restoring a DOMAIN is published on the Swizzonic Ltd. website. Prices for renewing or restoring a DOMAIN are at the sole and absolute discretion of Swizzonic Ltd. and can change without notice.

Three separate DOMAIN renewal notifications (invoices and reminders) are sent to the holder of the expiring DOMAIN via the respective e-mail address or by mail, if the subscription renewal has not been paid or if the DOMAIN has not been deleted, respectively. You will receive the invoice approximately 50 days prior to a DOMAIN's expiration date. The second notification will be sent approximately one month prior to a DOMAIN's expiration date. A third notification will be sent approximately one week prior to the DOMAIN's expiration date. If a DOMAIN is not renewed or auto-renewed, you will be sent a confirmation of deletion; however, you will have an opportunity to reactivate it.

You agree to follow and be bound to the respective Registry Renewal Policy for the DOMAIN you are renewing as provided for by the Registry Domain Policies.

The renewal of any DOMAIN is solely and completely your sole responsibility. DOMAINS that expire will be removed from the respective Registry's root zone file. You acknowledge, understand, and agree to release and



hold Swizzonic Ltd. entirely harmless against any claim for damage or loss arising from your failure to renew a DOMAIN.

Swizzonic Ltd., as its sole discretion, may allow for some DOMAINS a period of time after the expiration date for DOMAINS the reinstatement of a DOMAIN that has been placed on hold and flagged for deletion. The redemption period is typically 30-days but can vary and is subject to change at any time without notice. Swizzonic Ltd. will only restore a DOMAIN during this period upon receiving a written notice from you along with payment of the applicable reinstatement fees. The Redemption Period for a specific DOMAIN can be reviewed at Appendix 1 and is subject to change at any time without notice.

DOMAINs are deleted immediately prior to a DOMAIN's expiration date, however, for those DOMAINs with a Redemption Period allowed by Swizzonic Ltd., the DOMAIN will only be deleted after the end of the respective period and will be made available by the relevant Registrar for registration on a first-come first-serves basis.



4.7.3. Knowledgebase & Customer Service

Swizzonic Ltd. supplies you with a Knowledgebase (platform <https://switchie.ch>) and also runs a Customer Service Centre you can contact by telephone or e-mail if you have any queries about your account and/or services of Swizzonic Ltd. The Customer Service business hours and address details are published on the website of Swizzonic Ltd.

Swizzonic Ltd. shall not be obliged to provide programming support, the use of third-party software or server administration. If it nevertheless provides such support, it will be in the form of a voluntary service to the customer. Swizzonic Ltd. accepts no liability in this respect, nor shall it be obliged to provide such support.

4.7.4. Reports of abuse

Swizzonic Ltd. offers a dedicated channel to report any abuse and analyses, verifies and treats such cases with priority.

Abuse that must be reported to Swizzonic Ltd. includes hosted websites with inappropriate or dubious content, websites that distribute viruses or other malware, or websites supporting hacking or cracking.

E-mails containing links to websites that request confidential data or copyright/trademark infringements are also classified as abuse and must be reported to Swizzonic Ltd.

4.7.5. Security/Maintenance/Migration

Swizzonic Ltd. is entitled to undertake security-related updates and changes to system components, requests and Hosting Services and Add-Ons at any time. In addition, Swizzonic Ltd. may migrate data stored on the web storage device in the course of the use of Hosting Service to another provider.

In relation to the above actions Swizzonic Ltd. will not be obliged to provide you with relevant information. Swizzonic Ltd. reserves the right to undertake maintenance work at any time which could cause operational interruptions in the use of the account and/or the Hosting Services and/or Add-Ons. Swizzonic Ltd. will inform you as far in advance as possible of scheduled interruptions.

4.7.6. Code of conduct

During the provision of its services, Swizzonic Ltd. will observe the code of conduct and the ethical standards customary in the sector in the provision of its services.

4.8. Pluspoints

Swizzonic Ltd. offers Pluspoints for the payment of invoices. One Pluspoint corresponds to a credit of CHF 5 in your user account. Pluspoints can be acquired only in predefined package sizes of 100, 200, 500 and 1'000 Pluspoints. Pluspoints are credited after payment directly as a credit to your user account. From there onwards all invoices will be automatically debited from your user account's credit balance.

Pluspoints are valid as long as you still have at least one DOMAIN in your Swizzonic Ltd.'s user account, i.e. they do not expire. However, Pluspoints are non-refundable, i.e. they remain as a credit in the user account as long as the account is active.

Pluspoints will expire one month after closing an account that no longer contains a domains or services.

5. CUSTOMERS' RIGHTS AND OBLIGATIONS

5.1. DOMAINS

5.1.1. Registration and administration of DOMAINS and purchase of other services

You may submit any number of DOMAINS to Swizzonic Ltd. for registration and administration. You may not hold or use the DOMAIN under the applicable conditions of the Registry and any Reseller until you receive registration confirmation from Swizzonic Ltd. in your account and pay the fees. The same applies mutatis mutandis for all other services of Swizzonic Ltd. By registering a DOMAIN, you automatically accept all GTCs of the Registry as well as all statutory provisions. You can also purchase other services from Swizzonic Ltd. which are subject to the applicable GTCs, specifications and prices.

5.1.2. Permission to collection and use of Registrant information

Registry Operator Rights in relation to Contact Information

You acknowledge, understand and agree that DOMAIN registrations require you to provide correct and accurate contact information, in whole or in part, and this contact information is to be shared with the Registry GTCs - Applicable from 1 January 2022 (Version 16.0)



Operator for their use, copying, distribution, publication, modification and any alternate use provided for in their respective Registry policies. You agree with their disclosure on the basis of the Registry Operator's rights to assume that you provided correct and detailed contact information and permit Swizzonic Ltd. to allow the Registry Operator to disseminate such information at it believe it to be reasonable.

ICANN Whois Requirements

As required by ICANN, the contact information must be made publicly available by means of Whois, so that the Registry Operator may also be required to make this information publicly available by Whois. You agree with the disclosure and agree with the following ICANN guidelines:

Whois Directory: You agree that for each DOMAIN registered by you the following information will be made publicly available in the Whois directory as determined ICANN Guidelines and may be sold as set forth in the ICANN agreement:

- a) The DOMAIN
- b) Your name and postal address
- c) The name, email address, postal address, telephone number for technical and administrative contacts
- d) The IP address for the primary and secondary name servers
- e) The original date of registration and expiration date
- f) The identity of the Registrar.

Whois Escrow. You agree that the Registrar and/or the Registry Operator of a DOMAIN may be required to archive the contact information with a reputable third-party escrow service.

Use of Whois: You agree that Swizzonic Ltd. may use the public information you provide during the registration of a DOMAIN to the extent permitted by ICANN.

gTLD Registry Requirements

You acknowledge and agree to be bound to the privacy and collection policies of individual gTLD Registry Operators provided under the gTLD Domain Registry Policies.

Whois conditions for reseller: if you are a reseller of services, you agree that you have received the agreement of your clients (private entities, companies and legal persons) that their DOMAIN registration information may be made public and that such information may be used within the scope of ICANN Guidelines.

ccTLD Registry Requirements

You acknowledge and agree to be bound to the privacy and collection policies of individual ccTLDs Registry Operators for DOMAINS that are provided under the ccTLD Domain Registry Policies.

Consent

You hereby consent and give permission for all such requirements and disclosures contained in this Section of this Agreement. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure. And you understand that the Registrar will not process data in a way that is incompatible with this Agreement and the Registrar will take reasonable precautions to protect data from loss or misuse.

You confirm and accept the following additional conditions for your personal data:

- (1) You understand the purpose of collecting personal data and their intended use;
- (2) You understand the intended recipient or categories of recipients of the data (including the Registry and others that receive data from the Registry);



- (3) You understand which data are obligatory and which data are, if available, voluntary;
- (4) You understand how the data are accessed and how they can be corrected, if necessary;
- (5) You agree with the processing of data knowing that the Registrar will not process in a way that is inconsistent with the provision of the Agreement. The Registrar will take reasonable precautions to avoid the loss, misuse, unauthorised access or disclosure, amendments or destruction of personal data.

5.1.3. Trustees services and lease of DOMAINS (TRUSTEE / PRIVACY)

When using Trustees Services, you are registered as the holder of the DOMAIN. However, an administrative contact is required that meets the requirements for registration, usually a place of residence/business.

When leasing DOMAINS, contractual partner of Swizzonic Ltd. (referred to below as the lessor) is the holder of the DOMAIN and is listed as such in the Whois database.

Any legitimate correspondence in relation to the DOMAIN continues to be delivered directly to you as the customer by Swizzonic Ltd.

The lessor fulfils the registration requirements for the respective DOMAIN and leases it to you for the price published on the website of Swizzonic Ltd. The lessor pledges not to misuse the registration, in particular not to make an offer to you or the third party regarding a higher sale price of the DOMAIN. The lessor pledges to transfer the DOMAIN to you or the third party as the holder at no cost upon the customer's request. As leaseholder you grant the lessor with a royalty-free license for possible intellectual property rights in connection with the respective DOMAINS, for use of the DOMAIN by the lessor in accordance with the provisions of the contract and if necessary.

If the lessor, the administrative contact person or Swizzonic Ltd. receive a direction to release address information, Swizzonic Ltd. must provide customer information to the relevant authorities. If the lessor, the administrative contact person, or Swizzonic Ltd. is requested to release or delete the DOMAIN or if there is an apparently legitimate warning or complaint, Swizzonic Ltd. will delete the respective DOMAIN effective immediately and inform you of the deletion within 24 hours. The same applies when the DOMAIN or the web content is in violation of these GTCs or the law of Switzerland or of the law of any country in the EU. Any other discontinuation of registration requirements will result in the termination of the registration contract, trust deed and/or lease agreement.

5.1.4. Legality of registration/use of DOMAINS

A request for registration of a DOMAIN represents your guarantee to Swizzonic Ltd. that neither the registration of the DOMAIN requested by you nor its use infringes any rights or valid legal standards, and that you have verified this.

Swizzonic Ltd. does not check your right to registration and renewal of the DOMAIN and accepts no responsibility for the registration or administration of the DOMAIN for you as the customer.

You acknowledge and agree that the registration or renewal of a particular DOMAIN or the subsequent use of the DOMAIN does not confer upon you any proprietary rights for the DOMAIN, nor does it guarantee immunity from and against any challenge to the registration of the DOMAIN by any third party, nor from the cancellation, suspension or transfer of the DOMAIN.

5.2. Hosting Services and Hosting Add-Ons

5.2.1. TOOL Premium, TOOL Basic

For the use of the offered TOOL Premium and TOOL Basic you must accept the terms of the third-party supplier. The servers for the service TOOL Premium and TOOL Basic are located abroad, and you declare yourself to be in agreement with the corresponding export of data.

5.2.2. WEB / WEB Swiss



You must accept the stipulations of the third-party provider for WEB / WEB Swiss offered by Swizzonic Ltd. The servers for the service WEB are located abroad while the servers for WEB Swiss are located in Switzerland. You agree with the corresponding export of data.

5.2.3. PRESENCE

Swizzonic Ltd. provides you with software from third-party providers. The licencing rights are based on the terms and conditions of the third-party provider, to which you have agreed when you took up the service PRESENCE. The servers for the service PRESENCE are located abroad, and you declare to agree with the corresponding export of data.

5.2.4. MAIL, HEX, HEX Light

You must accept the stipulations of the third-party provider for MAIL, HEX and HEX Light offered by Swizzonic Ltd. The server of service MAIL, HEX and HEX Light is located in Switzerland.

5.2.5. smart@work

Swizzonic Ltd. provides you with software and services from third-party producers. The licence rights are based on the terms and conditions of the third-party producer, which you have agreed to when you took up the service smart@work.

5.2.6. SHOP

For the use of the offered SHOP you must accept the terms of the third-party supplier. The servers for the service SHOP are located abroad, and you declare yourself to be in agreement with the corresponding export of data.

5.2.7. Duties of the customer relating to the services WEB / WEB Swiss and MAIL

It is your obligation to load your data onto the Swizzonic Ltd. server for the purposes of the services WEB / WEB Swiss and MAIL.

You must produce your own security copies of any data that you transmit to the Swizzonic Ltd. servers or the servers of a third-party supplier in relation to services WEB / WEB Swiss and MAIL. If Swizzonic Ltd. has to recover secured data for you, you will be charged the associated costs at the rate published on the website of Swizzonic Ltd.

You shall be personally responsible for updating your system (including third party software with the exception of clause 5.2.4.) and must install all updates, in particular security-related updates. You will be responsible for examining the compatibility of any adaptations associated with updating the system and are obliged to undertake these. You shall also be obliged to delete from the server any software that you no longer require and use.

You agree to take all necessary actions to ensure that third-party systems cannot be accessed, or programs manipulated, and that they cannot be infiltrated by computer viruses or malware via your website or your e-mail account. In addition, you also confirm that your computer and the server cannot be misused, especially by the fact that no or only simple passwords are used which allow penetration into the shared WEB / WEB Swiss. You shall be fully liable to Swizzonic Ltd. for all losses that caused through the misuse of your website or your e-mail account (such as hacking via defective or out-of-date scripts, the use of the same access data in FTP and databases, spam attacks through your e-mail account, malware distribution etc.).

You undertake to ensure fulfilment of regulatory requirements and for obtaining official approvals, if this is necessary at present or in future in order for you to use Swizzonic Ltd. services.

5.2.8. Duties of the customer relating to the service TOOL Premium, TOOL Basic

It shall be your obligation to load your data onto the Swizzonic Ltd. server for the purposes of the services TOOL Premium and TOOL Basic.



You must produce your own security copies of any data that you transmit to the Swizzonic Ltd. servers or the servers of a third-party supplier in relation to services TOOL Premium and TOOL Basic. If Swizzonic Ltd. has to recover secured data for you, you will be charged the associated costs at the rate published on the website of Swizzonic Ltd.

You undertake to ensure fulfilment of regulatory requirements and for obtaining official approvals, if this is necessary at present or in future in order for you to use Swizzonic Ltd. services.

5.2.9. Duties of the customer relating to the service PRESENCE

It shall be your obligation to load your data onto the Swizzonic Ltd. server for the purposes of the services PRESENCE.

You must produce your own security copies of any data that you transmit to the Swizzonic Ltd. servers or the servers of a third-party supplier in relation to service PRESENCE. If Swizzonic Ltd. has to recover secured data for you, you will be charged the associated costs at the rate published on the website of Swizzonic Ltd.

You are responsible for updating Plugins you installed yourself (including third party software with the exception of clause 5.2.4.) and must install all updates, in particular security-related updates. You will be responsible for examining the compatibility of any adaptations associated with updating the system and are obliged to undertake these. You shall also be obliged to delete from the server any software that you no longer require and use.

You agree to take all necessary actions to ensure that third-party systems cannot be accessed, or programs manipulated, and that they cannot be infiltrated by computer viruses or malware via your website or your e-mail account. In addition, you also confirm that your computer and the server cannot be misused, especially by the fact that no or only simple passwords are used which allow misuse of your website. You shall be fully liable to Swizzonic Ltd. for all losses that caused through the misuse of your website or your e-mail account (such as hacking via defective or out-of-date scripts, the use of the same access data in FTP and databases, spam attacks through your e-mail account, malware distribution etc.).

You undertake to ensure fulfilment of regulatory requirements and for obtaining official approvals, if this is necessary at present or in future in order for you to use Swizzonic Ltd. services.

5.3. SWIZZfree Hosting, SWIZZbudget Hosting, SWIZZbusiness Hosting and SWIZZpremium Hosting

Please refer to Section 2 of the Service Order agreed between Swizzonic Ltd. and the customer.

5.4. Prohibition of the prohibited supply and use

By ordering a service from Swizzonic Ltd., you are guaranteeing Swizzonic Ltd. that neither the supply nor use of the service infringes or will infringe valid legal rules or generally accepted rules of conduct.

You shall be responsible for the content of the information (texts, images, sounds, computer programs, databases, audio/video files etc.) that you or third parties transmit, allow to be processed, retrieve or make available for retrieval via any DOMAINS as well as any Hosting Service or Add-On and your website or your e-mail account using them. You shall also be responsible for references (in particular links) to such information. You guarantee that no illegal content is used with any DOMAINS or is hosted by the services obtained from you. The following or other illegal or harmful content in particular must not be distributed or made accessible via any DOMAINS as well as any Hosting Service or Add-On and your e-mail account and/or your website using them:

- portrayals of violence for the purposes of Art. 135 of the Swiss Criminal Code (SCC)
- pornographic documents, sound or image recordings and representations in particular for the purposes of Art. 197 SCC
- incitements to violence for the purposes of Art. 259 SCC
- violation of religious freedom and the freedom of worship for the purposes of Art. 261 SCC
- racial discrimination for the purposes of Art. 261bis SCC
- slander, libel and defamation



- harmful programs or parts of programs (viruses, Trojans, malware etc.) and information on how to produce them
- instruction or incitement to criminal conduct
- illegal gambling for the purposes of the gambling establishments and lotteries legislation
- sale of unlicensed medications and illegal substances
- fraudulent content (phishing, subscriptions, internet fraud etc.), promises of profits and the like, which are intended for personal gain
- information, files and images that infringe national or international copyright, associated proprietary rights and other intellectual property rights of third parties.

The unlawful operation of services or the operation of services that negatively affect the operational resources of Swizzonic Ltd. are not permitted. In particular, the following content is inadmissible in connection with the services (although this list is not exhaustive):

- large file downloads / file-sharing / torrent trackers / peer-to-peer software that can be used commercially
- offering / providing / uploading files, software or material that is infected with a virus or is damaged, or that is capable of otherwise damaging another computer or impairing its function
- banner (exchange) systems
- sending unsolicited mass e-mails (spam / mail bombing / DoS attacks)
- network scanners
- brute force programs, bots, web crawlers, IRC servers
- illegal or not properly licensed applications
- streaming, online radio, online games / game servers

The systematic registration of DOMAINS without intent of paying as well as the repeated registration and subsequent termination of DOMAINS are not permitted.

If there are well-founded signs, in the opinion of Swizzonic Ltd., of illegal use or misuse of the services you have used as described above, or if such use is notified by a competent authority or is determined by a legally-binding judgement, Swizzonic Ltd. may, on the basis of its assessment of the situation, require you to use the services in a legal and contractually proper manner, or may suspend provision of the services without prior notice and without compensation, or otherwise immediately terminate the contract without notice or compensation in accordance with clause 6.3. Swizzonic Ltd. also reserves the right to claim damages if applicable.

If criminal conduct has occurred, Swizzonic Ltd. will bring the action or actions in question to the attention of the competent criminal authority. Swizzonic Ltd. will also fully support all official or court investigations of illegal behaviour, even if it is not directly affected by it, if the competent authority requests Swizzonic Ltd.'s cooperation.

You are as a matter of principle prohibited from selling, leasing, loaning or otherwise making accessible to third parties the services obtained from Swizzonic Ltd. You are in particular prohibited from subletting storage space or making it available to third parties, from setting up DOMAINS passed on by third parties on a web server and directly leasing e-mail accounts to third parties or making them available free of charge.

5.5. General rights and obligations of the customer

5.5.1. Right of withdrawal

From conclusion of the contract with Swizzonic Ltd. for each separate DOMAIN, you may relinquish the following DOMAIN endings, Add-Ons and Hosting Services within 5 days via the account at no charge, i.e. you may request its termination and therefore withdraw from the contract, provided that you have registered them for personal but not for business use or other commercial purposes: .ch-DOMAIN, .li-DOMAIN, LINK, SAFE, DNSSEC, TOOL Premium, TOOL Basic, WEB / WEB Swiss, MAIL, HEX, HEX Light, PRESENCE, smart@work, SHOP. For all other DOMAINS, Add-Ons and Hosting Services the right of withdrawal does not apply.

5.5.2. User Account

To make use of services of Swizzonic Ltd., you need a user account which can be opened on the Swizzonic Ltd. website. You may use your user account to purchase, terminate and administer services at any time.

5.5.3. Administration authority

You can administer your DOMAINS, Add-Ons and Hosting Services yourself by submitting appropriate requests and performing modifications. The Technical Administrator nominated by you can submit requests for the registration of new DOMAINS and for partner transfer of existing DOMAINS to Swizzonic Ltd., order Hosting Services and Add-Ons, modify your name server entries and carry out any hosting/Add-On configurations. You can enter, delete or change a Technical Administrator. The Technical Administrator can, in turn, also delete himself from your listing.

You must administer your services yourself. You may only pass your service access details to third parties for the purposes of web design and programming. You undertake to ensure that the third parties in question observe all the rules laid down in these GTCs and specifications. You shall be liable to Swizzonic Ltd. for all infringements and for any misconduct in connection with these GTCs and the specifications as a result of access to the services and/or their use by authorised and unauthorised third parties. In any case, you must hold Swizzonic Ltd. harmless with respect to associated third party claims.

In the event of the death of a customer, Swizzonic Ltd. will only be obliged to provide information to heirs in relation to the access details for the services taken by the deceased customer upon presentation of an official death certificate.

5.5.4. Passwords and User ID

When you open an account, Swizzonic Ltd. will send you an e-mail message containing a confirmatory link. Please confirm the opening of your user account with the corresponding link and immediately insert a new password. You are responsible for keeping the password safe and are fully liable for its misuse by third parties. Swizzonic Ltd. offers an Add-On for additional two-factor authentication security for actions such as phishing, pharming, brute-force action and other attack scenarios. Swizzonic Ltd. is entitled to consider requests, modifications, administration and usage activities authenticated by your User ID and password, respectively, or were submitted using your e-mail address included the user account, to be requests from you.

5.5.5. Duty of account data accuracy and maintenance

As the customer, you are responsible for ensuring that all the data relevant to you and the technical administrator registered in the Swizzonic Ltd. database in connection with your account and subscribed services (including registrant information for DOMAIN registrations and the data of the technical administrator) are kept up to date, complete and correct during the entire contract period. You are obliged to notify any changes to the full name, postal address, e-mail address and telephone number within seven (7) calendar days. For Swizzonic Ltd. only the data registered in the database are relevant. Swizzonic Ltd. is not obliged to take note of data communicated other than those in the account or conduct research on its own for the purpose of correcting these data.

You will report any material changes to the validity of your authorization, charter, license, residency, title, status and/or other related credentials that will affect your legitimacy or qualification to be the holder of the DOMAIN.

If the data proves to be incomplete, inaccurate or not up to date, particularly based on information from a third party, Registry or authority, resulting in your identity to only be able to be determined with disproportionate time and effort, or if messages to you are undeliverable, Swizzonic Ltd. is entitled to interrupt the service in question or to terminate a service without notice according to clause 6.3.

Swizzonic Ltd. reserves the right to bill any costs resulting from out-dated, incomplete or incorrect contact information. In particular, this refers to additional efforts required to verify the address review and new billings, including shipping etc.

5.5.6. Holder's duty of examination



You are obliged to verify the correctness of messages and confirmations as well as the descriptions of requests and modifications within 5 (five) days. If you fail to perform this examination, you forfeit any possible liability claims and other claims against Swizzonic Ltd. in connection with any possible errors in the messages and/or processed requests.

5.5.7. Communication

Swizzonic Ltd. is free to choose the means of communication with you. Requests associated with the registration and administration of DOMAINS and Hosting Services and Add-Ons may only be made via the account at www.swissonic.ch. Exempt from this is e-mail communication from you to Swizzonic Ltd. using the e-mail address provided by Swizzonic Ltd. for the termination of all services, the changes of the name server entries, the change of the address and telephone number and the e-mail address, the activation / deactivation of the invoice shipment by mail and the change of the billing address. In addition, you may submit the request for the transfer of one or more DOMAINS to Swizzonic Ltd. by phone. Swizzonic Ltd. will initiate the transfer request for you and you have the Add-On to accept or reject the transfer request. Other than permitted by the above exceptions Swizzonic Ltd. is not obliged to handle requests not made via the account. You must ensure that all the means of communication you have notified to Swizzonic Ltd. function properly. You bear the risk associated with their failure to function.



6. CONTRACT PERIOD AND TERMINATION

6.1. Contract period

The contract and the individual contracts respectively with Swizzonic Ltd. are valid for an unlimited period.

6.2. Termination with notice

You may terminate the contract with Swizzonic Ltd. for registration and administration of DOMAIN at any time in your user account or in accordance with clause 5.4.7 GTC.

A DOMAIN is terminated on request for

- a) deletion of the DOMAIN or
- b) transfer of the DOMAIN to another customer or
- c) partner transfer of the DOMAIN to another Registrar.

The termination of the Contract takes effect when the appropriate request can be executed by Swizzonic Ltd.

The application for cancellation of a DOMAIN or for termination of the hosting services and/or Add-Ons must take place no later than 35 days before the end of the current subscription period. Without timely termination, the contract will be automatically extended for another subscription period.

Swizzonic Ltd. may cancel the contract subject to 3 months' notice.

The contract may also be terminated by mutual agreement subject to different periods of notice or at a different date.

If you do not have (or no longer have) a contract with Swizzonic Ltd. as a DOMAIN holder or the Technical Administrator of a DOMAIN or user of a Hosting Service or an Add-On, but only as an account holder, the contract ends when you cancel your account.

6.3. Instant termination by Swizzonic Ltd.

Swizzonic Ltd. may terminate the contract with you for registration and administration of your DOMAIN without notice for the following reasons and for reasons explicitly mentioned in the GTCs:

- a) use of the DOMAIN is inconsistent with the provisions of these GTCs, the specifications, the applicable law or the accepted netiquette;
- b) inadmissible use of the services as described in clause 5.3.;
- c) you do not comply with the applicable requirements of the Registry associated with the registration and administration of DOMAINS of the TLD concerned, or do not comply with them anymore, or infringed them.
- d) revocation of the DOMAIN by the Registry;
- e) you do not reply to a message from Swizzonic Ltd. within the required timeframe;
- f) default despite a reminder, or cancellation of payment of the fee by you or your chosen payment provider;
- g) Swizzonic Ltd., the Registry or the Reseller is obliged by a decision of any authority, court or arbitration tribunal enforceable in Switzerland to delete the DOMAIN or transfer it to a third party;
- h) if there is a risk that Swizzonic Ltd. might be legally liable because of your uses of a Swizzonic Ltd. service or, you do not post security deposit despite required to do so;
- i) and at any time for another good reason.

The presence of one of the aforementioned reasons entitles and obliges Swizzonic Ltd. to effect the deletion of the DOMAIN or to terminate the Hosting Services or, in the case of g) above, to transfer it to the third party named in the relevant decision.

In the event of breaches of contract triggering instant termination under clause 6.3 para 1, Swizzonic Ltd. may also take more lenient measures. Specifically, instead of immediate termination, Swizzonic Ltd. may first suspend the Add-Ons and/or Hosting Services or block the account to give you the opportunity to comment on the grounds of termination and/or to remedy the situation.



Provided it is legally admissible, Swizzonic Ltd. accepts no liability in the event of immediate termination as described under clause 6.3.

6.4. Consequences of termination

In the event of contract termination with notice of subscriptions, transfers and instant termination by Swizzonic Ltd. as described in clause 6.3, Swizzonic Ltd. will not reimburse any fee for a subscription period on a pro rata basis. Fees due will remain owed. In case of a transfer to another Registrar, the acceptance of any remaining subscription period is subject to the terms of the new Registrar; Swizzonic Ltd. does not assume any responsibility for this to happen.

When purchasing multi-year domain subscriptions, the extended term is transferred directly to the registry and remains with the domain in case of a transfer. In the case of multi-year domain or hosting add-ons and/or hosting services or multi-year domain subscriptions that are not supported by the registry (e.g. registry SWITCH with the endings .ch/.li) and in the event of an ordinary termination (in accordance with section 6.2) a refund of the unused annual running time will be made pro rata temporis. This does not apply to purchases paid with pluspoints or promotions at preferential prices, or to purchases of several years' duration, which are discounted compared to the one-year term.

If the cancellation or the transfer of your DOMAIN, or the termination of the hosting services and/or Add-Ons, do not take place until 35 days before the end of the current subscription period, you will need to pay the subscription renewal. DOMAINS delayed between the submission of an application and the the execution by the Registry will be at your expense.

If possible and reasonable, Swizzonic Ltd. will continue to process any pending transfer requests, transfers or revoked terminations, unless otherwise agreed by the parties.

After the contract ends, Swizzonic Ltd. will be entitled to delete all your data. You will be responsible for timely securing of your data. In the event of instant contract termination, the data will be deleted at the end of a 14-day security period following the contract termination date.

7. GUARANTEE, LIABILITY AND FORCE MAJEURE

7.1. Guarantee

During the provision of its services, Swizzonic Ltd. will take the due care that may be expected of it, taking into account the large number of contractual relationships. Swizzonic Ltd. will also endeavour, within the limits of its operational resources, to offer its services subject to a high level of availability but gives no guarantee or warranty with respect to the availability of its services and systems or for the accuracy of the results attained therewith. Nor does Swizzonic Ltd. guarantee or warrant that the contractually agreed services are readily usable on all end-user equipment.

7.2. Liability

Swizzonic Ltd. is liable for damage caused by intention or gross negligence. Swizzonic Ltd.'s liability is restricted for other direct or indirect damage. This applies regardless of whether a contractual claim, a claim arising from torts (including negligence) or any other claim is involved; this also applies if Swizzonic Ltd. has been informed of the possibility of such damage.

Swizzonic Ltd. reserves the right to raise the defence of shared responsibility with the injured party in all cases. Any compensation obligation by Swizzonic Ltd., its employees, agents and any third parties brought against Swizzonic Ltd. is limited, if legally permissible and irrespective of the legal basis, a maximum value of CHF 500.00 per event, and in case of other services to a maximum value of no higher than the annual fee per event. You will be liable to Swizzonic Ltd. and must hold Swizzonic Ltd. harmless in the event of any third-party claims, including court costs and legal fees, incurred in connection with the services obtained by you from Swizzonic Ltd. Swizzonic Ltd. can request a security deposit from you in advance in this regard.



You are liable in particular to Swizzonic Ltd. for all costs resulting from unauthorized or offending use of services inconsistent with these GTCs, e.g. arising from improper registration and / or termination of a service. These costs include not only the fee charged for services, but also costs, penalties and claims of third parties arising against Swizzonic Ltd. from inconsistent use.

7.3. Force majeure

In cases of force majeure, i.e. if Swizzonic Ltd. is prevented from complying with one or more obligations under this contract for reasons which cannot reasonably be controlled by it and by any associated third, such as in particular natural events, mobilisation, strike, war, rebellion, epidemics, accidents, sabotage, terrorism, serious operating malfunctions, interruption of telecommunication connections, in particular those of the internet, labour disputes or official measures, for the period during which the case of force majeure continues, and during an appropriate period prior to such occurrence, it is exempt from performance of the obligation(s) concerned and is not liable for any direct or indirect damage to you for failure to perform the obligation(s) in question. In particular, all measures by the Registry of the TLD in which your DOMAIN is registered constitute force majeure.

8. FEES AND TERMS OF PAYMENT

8.1. Payment of the fee

On conclusion of the contract under clause 3, Swizzonic is entitled to receive the fees published on its website in Swiss francs. The fee for services provided by Swizzonic Ltd. must be paid in advance. For subscription renewals fees become due unless we have received your termination request, or such request was made on your user account, at least 35 days prior to the end of the subscription period.

Swizzonic Ltd. may make the use, transfer, partner transfer or subscription period renewal of a DOMAIN conditional on receipt of payment for fees due.

Swizzonic Ltd. may adjust the fees to higher Registry prices of the Registry, any Reseller or increased public dues, charges or taxes at any time at the time the next subscription renewal take effect.

Individual TLDs offer the opportunity to reactivate deleted DOMAINS for a certain period of time following deletion for the previous holder. If offered, Swizzonic Ltd. will execute this upon your application. Swizzonic Ltd. is entitled to bill a special fee for this purpose in accordance with the published rates on its website. In addition, you are liable to pay Swizzonic Ltd. any reactivation fees charged by other Registries or Registrars according to their applicable conditions.

Swizzonic Ltd. has the right to charge a special fee for providing assistance for the reactivation or restoration of a website hosted on Swizzonic Ltd.

For a transfer to Swizzonic Ltd. from another Registrar, no payment due for the remaining subscription period, unless it was completely paid by the current Registrar to the Registry. However, with the execution of a transfer to Swizzonic Ltd., the subscription period can be automatically renewed for one year and you will be billed for it respectively. Such annual fee is due immediately.

8.2. Invoicing

You will receive the invoice by e-mail in PDF-format. If you prefer to receive the invoice by mail it is subject to a charge as set out on the website of Swizzonic Ltd. Any additional bank or post office charges incurred by Swizzonic Ltd. will be invoiced to you. All invoices associated with Swizzonic Ltd. services must be settled within 30 days from the invoice date. Offsetting of reciprocal obligations of the contractual parties is not permitted.

The invoice for the extension of the contract for a further subscription period will be issued around 56 days before expiry of the contract term and will be sent via e-mail to the contact address filed in the account.

8.3. Payment methods



You have a choice of different payment methods:

- a) credit and debit cards;
- b) e-banking using the details indicated in the invoice or published on the Swizzonic Ltd. website,
- c) payment using deposit slips (with Add-On paper invoice).

Swizzonic Ltd. may restrict or extend certain payment methods at any time. Swizzonic Ltd. may store your payment method details, in order to make it easier for you to set up a new payment when necessary.

8.4. Default and reminders

If payment is not received or not received in full by the payment deadline, you are automatically in default. Statutory default interest is then payable. Swizzonic Ltd. sends at least one reminder. In this case, you have to cover the costs of Swizzonic Ltd. In the amount of CHF 9.50 for reminders and any collection costs, including court costs and legal fees.

If no payment is made even after a reminder, Swizzonic Ltd. will be entitled to block the account, and if it wishes, suspend all other services and in particular to delete all registered DOMAINS, or to terminate the contract instantly without compensation as stipulated under clause 6.3. Swizzonic Ltd. accepts no liability for any of your losses, claims etc. arising as a result of blocking or suspending the services or of the notice of instant termination. The services may be reinstated subject to the flat rate charge published on the website of Swizzonic Ltd. following receipt of the payment for the charges owed, including the flat rate charge.

Swizzonic Ltd. further reserves the right to commission a debt collection agency and / or a solicitor with the collection of any outstanding payments. In that case, you will have to bear the costs for the enforcement of receivables including the cost of legal advice, address research and telecommunication costs, as well as the flat fee for the reminders and administration. If no payment after the debt collection attempts is made, enforcement through legal, including court, action including all costs arising from this may be commenced.

9. DISPUTE RESOLUTION IN RELATION TO DOMAINS

You acknowledge, understand, and agree to respond and settle any disputes for any DOMAINS in your account according to the resolution policies of the respective Registries or ICANN. In case of ICANN, you agree to be bounded by ICANN's Uniform Rapid Suspension System ("URS") and Uniform Domain Name Dispute Resolution Policy ("UDRP"). These dispute policies are amended from time to time and are therefore the Registry Domain Policies, URS, and UDRP are incorporated into this Agreement by reference.

You acknowledge, understand, and agree that Swizzonic Ltd. may be required to lock, cancel or transfer a DOMAIN to a third party in accordance to the Domain Name Dispute Policies. In the case of an UDRP action against you, the DOMAIN in question may be locked, cancelled, or transferred to a third party, unless you respond and provide evidence within ten days of an Administrative Panel's decision, where you commence a counter lawsuit against the complainant in a Mutual Jurisdiction regarding the right to use the disputed DOMAIN.

For the adjudication of disputes concerning or arising from use of a DOMAIN, you will submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile and (2) where Registrar is located.

You agree that if a dispute arises as a result of one (1) or more DOMAINS you are the holder with Swizzonic Ltd., you will indemnify, defend and hold Swizzonic Ltd. harmless as provided for in this Agreement. You also agree that if Swizzonic Ltd. receives a complaint from a governmental, administrative or judicial body, regarding a DOMAIN registered by you using Swizzonic Ltd., that Swizzonic Ltd. may, in its sole discretion, take whatever action Swizzonic Ltd. deems necessary regarding further modification, assignment of and/or control of the DOMAIN deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. And in this event, you agree to hold Swizzonic Ltd. harmless for any such actions.

10. DATA PROTECTION



Swizzonic Ltd. and the customer provide data protection and data security within their sphere of influence or area of responsibility. Swizzonic Ltd. collates and process personal data as described in Swizzonic Ltd.'s data protection declaration, pursuant to any additional agreements with the customer and in accordance with relevant data protection laws.

11. INTELLECTUAL PROPERTY

For the term of the contract, you will have a non-transferable, non-exclusive right to use and avail yourself of the services and services of Swizzonic Ltd. or a third party in the context of these GTCs. You or authorised third parties will retain all rights to existing intellectual property, or such that arises during contract fulfilment in relation to Swizzonic Ltd. services and services.

In particular, Swizzonic Ltd. owns and operate its Internet presence. Any marks, names, titles, logos, designs, texts and other material as well as the websites are owned by Swizzonic Ltd. or the title holders explicitly listed. Calling-up, downloading or copying of websites, marks, designs, texts or other material do not confer or transfer any rights (rights to uses, intellectual property rights; service-specific rules are reserved).

12. CONCLUDING PROVISIONS

12.1. Amendments to the GTCs

Swizzonic Ltd. is entitled to amend these GTCs and/or the specifications as well as the prices published on its website and thereby the performance characteristics of the services at any time. If you do not agree with the new or amended conditions, you may terminate the contract for your DOMAIN, Add-Ons and Hosting Services according to clause 6.2 above by making a request for deletion, transfer or partner transfer at least 6 days before the new conditions take effect.

12.2. Notification and entry into force of amended GTCs

Amendments to these GTCs and the specifications are announced on the website of Swizzonic Ltd. at least 30 days before they take effect. It is agreed that publication constitutes sufficient notice. The amended GTCs and/or specifications become effective on the published date, unless otherwise specified by any transitional provisions. The GTCs, specifications and prices are permanently available on and downloadable from the website of Swizzonic Ltd.

12.3. Transfer of contractual rights and obligations

Swizzonic Ltd. is entitled to transfer the contract with you and the resultant rights and obligations in whole or in part without your permission to a third party who takes over the duties and obligations associated with it.

12.4. Severability

Should any provisions of the contract with you, including the GTCs or other integral parts of the contract, be invalid in whole or in part, it will not affect the validity of the other provisions or parts of such provisions. The invalid provision will be replaced by a provision which comes as close as legally possible to the intention of the invalid provision.

12.5. Applicable law and jurisdiction

Swiss law is exclusively applicable to the contract concluded with you and to these GTCs and/or the specifications, excluding the United Nations Convention on Contracts for the International Sale of Goods. Exclusive jurisdiction is Zurich.

Appendix 1

Additional Provisions for the Top Level Domains (TLD)

TLD (Top Level Domain)	.ch/.li	.swiss	.de/ .fr/ .it/ .eu/ .nl/ .uk/ .pm/ .re/ .tf/ .tv/ .wf/ .yt/ .bayern/ .berlin/ .hamburg/ .ruhr/ .my	generic TLD (gTLD)	country code TLD (ccTLD)
Quantity of Characters	3 to 63	3 to 63	3 to 63	3 to 63	3 to 63
Valid GTC of the Registry	GTC http://nic.ch	GTC http://nic.swiss	Read at Registry: http://nic.(tld)	Read at Registry: http://nic.(tld)	Read at Registry: http://nic.(tld)
Registrar	swizzonic ltd	1API GmbH	1API GmbH	1API GmbH	1API GmbH
Subscription Period	1 year	1 year	1 year	1 year	1 year
Subscription Starts	Date of registration	Date of registration	Date of registration	Date of registration	Date of registration
On Hold/Redemption Period	40 days**	30 days**	differently**	differently**	differently**
Transfer to swizzonic	✓ ^{*2}	✓ ^{*1}	✓ ^{*1}	✓ ^{*1}	✓ ^{*1}
Transfer away from swizzonic	✓	✓	✓	✓	✓
Subscription Renewal	automatic	automatic	automatic	automatic	automatic
Yearly Whois Reminder	✘	✓	✘	✓	differently
Restrictions	✘	There is no right of withdrawal. No direct registration possible. Once the application has been submitted, an examination and any allocation shall be made by OFCOM. Please note the registration guidelines.	There is no right of withdrawal. Please note that these TLDs can only be registered by holders from the areas designated by the registry. We will therefore place a hirer automatically as the holder with the registry in their Whois and will run you at as the client at swizzonic ltd.	There is no right of withdrawal.	There is no right of withdrawal. Depending on the country, there are different restrictions.

** A re-intrusion of the service is charged at a flat rate.

*1 General Terms and Conditions of swizzonic ltd. must be met and accepted. When transfer happens, the existing subscription period expires. A new subscription period begins and will be billed accordingly.

*2 General Terms and Conditions of swizzonic ltd. must be met and accepted.



APPENDIX 2

Service Order: Hosting & Email products

This Service Order ("SO") forms an integral and substantive part of the published General Terms and Conditions of service of Swizzonic Ltd. (<https://swizzonic.ch/en/terms-and-conditions/>) ("GTC"). The GTC and this SO set out the terms and conditions for the provision of Web Hosting & Email services by Swizzonic to the customer. Capitalised terms used in this SO have the same meaning as defined in the GTC. The commercial offer of the product bundle SWIZZfree Hosting, SWIZZbudget Hosting, SWIZZbusiness Hosting and SWIZZpremium Hosting which is based on cPanel Hosting & Email services published online on Swizzonic's website (<https://www.swizzonic.ch>) ("Offer") forms an integral part of these conditions.

1 - Description of the Service

The service is activated by the customer following the purchase by clicking on the relevant button in the control panel and consists in the provision by Swizzonic to the customer of a storage space on the hard disk of its own server, dedicated to the sharing of web content via http and/or https protocols and the maintenance of its email. The technical specifications and details of the service can be viewed on Swizzonic's website. Swizzonic does not provide any physical equipment directly to the customer. The Swizzonic servers on which the service is provided are located on the Swizzonic server farm in Zurich (CH). The service is offered in the form of various solutions, each of which is defined by specific technical characteristics. The possible solutions are published up to date on the Swizzonic website, indicating the technical differences and the corresponding economic offer. Swizzonic reserves the right to formulate promotional offers during the course of the contract, which will be highlighted and advertised on the website, in which case the conditions and terms set out therein must be observed, particularly with regard to compliance with storage space and traffic limits.

2 - Conditions of use of the Service

The client undertakes to use the service in compliance with the GTC, with this SO and with any applicable rule, including regulatory ones.

2.1 - Association with a Domain Name

The service is provided by Swizzonic in association with domain names that at the time of activation of the service: are with Swizzonic as sponsoring Registrar; are managed in the same control panel where the service is activated and use Swizzonic DNS; are with Swizzonic as sponsoring Registrar and owner; made available by Swizzonic for the customer free of charge, to test the service even without a registered domain name; are maintained by third party providers that do not use Swizzonic DNS.

2.1.1 - Service on Domain Names maintained by Swizzonic

In the case of domain names maintained by Swizzonic as sponsoring Registrar, the customer agrees that if during the term of this contract the customer does not renew or transfer the relevant domain name to another third party provider or decides to change the DNS associated with the domain name from Swizzonic's DNS to those of third party providers, depending on the product purchased, the service may be terminated and all data on the space which were made available with the service may be deleted without any responsibility on the part of Swizzonic for maintaining and/or saving the same. It will therefore be the customer's responsibility to save the data on a different medium before transferring, not renewing the domain name or changing DNS to a third party provider.

2.1.2 - Service on domain names maintained by third party providers

In the case of domain names maintained by third party providers and therefore not maintained by Swizzonic, the customer shall associate the service purchased with the domain name of which it is the holder at a third party provider. It will then be the responsibility of the customer to implement and verify the appropriate configurations for proper targeting of the domain to the Hosting & Email services managed by Swizzonic. The customer may also, at any time, transfer the domain name to Swizzonic, which will therefore become the sponsoring Registrar. This operation must necessarily be carried out by the customer from the control panel where the service associated with that domain name is managed. If, on the contrary, the transfer request is made from a control panel other than the one where the service is managed, the transfer order will be regularly



processed by Swizzonic. If the transfer is approved, the service activated in a different control panel and associated with that domain name will no longer be available and will therefore be deactivated without notice. The data entered up to that point will be automatically deleted, releasing Swizzonic from any liability in this respect, without prejudice to Swizzonic's right to payment of the full fee paid for the service.

2.2 - Use of resources related to the Service

All data and content of the web space and databases provided through the service are and remain the exclusive property of the customer. The customer, consequently, assumes any and all responsibility for such data and their content. Any operation carried out on the web space or databases associated with the service is the exclusive responsibility of the client. In the case of purchase on behalf of a third party, the customer shall be responsible for the data entered into the web space granted through the service on behalf of the third party. Swizzonic reserves the right to immediately suspend the service if, in its sole discretion or following a report from a third party, it considers, on the basis of the elements acquired or that can be acquired through the contents entered by the customer in the web space or databases, that activities are being carried out that are in breach of the law, mandatory regulations, morality, this SO and/or the GTC. In this case, following a report by Swizzonic, the customer is obliged to eliminate the causes of the complaint or submit suitable documentation proving full compliance with the regulations in force of the activity carried out by him. If the service is purchased on behalf of a third party, Swizzonic reserves the right to contact the third party user directly. In the event of failure to respond immediately, Swizzonic shall be entitled to terminate the provision of the service from which the illegal and/or unauthorized activity arose, without prejudice to the right to full payment of the fee and the right of Swizzonic to take action for full compensation for any damages suffered.

2.2.1 - Disk space and content

The disk space limit specified in the offer published online on the Swizzonic website may not be exceeded by the customer. If the customer reaches this limit, Swizzonic will suspend those properties of the service that contribute to the further growth of the data contained therein, e.g. writing to databases, receiving emails, incoming transfer via FTP until the customer resizes the space occupied within the contractually specified limits or proceeds to purchase a superior solution of the service with consequent adjustment of the technical platform. In the absence of such adaptation Swizzonic cannot be held responsible for website malfunctions.

In order to ensure the stability of the platform and prevent the platform disk from filling up uncontrollably, Swizzonic may discretionally set a temporary limit (50GB) to the customer's disk space at the time of activation. In the event that the customer needs to use more space, they can request it before the limit is reached in order to avoid incurring the impossibility of adding new files, free of charge through technical support, which will extend the available space as soon as possible. The disk space associated with the service must be used only for saving content that can be used through the website linked to the service and/or for files/libraries directly used by the web pages and/or for receiving and sending emails. Not considered valid for the purposes of this SO the use of space for the purpose of backup, file sharing via http/https/ftp or any other form of saving data not provided through the website associated with the service with appropriate links http or https. The following will not be considered to be compliant with this SO, by way of example but not limited to:

- automatic generation and archive of webcam images;
- archives of videos or photos not published through appropriate photo/video gallery software ;
- backups of your own computer content;
- backups of your own website or other content;
- backups of your own databases (excluding those made by Swizzonic);
- the use of CMS plugins (WordPress, Joomla, etc.) that automatically save a backup locally;
- backups of backups.

It is not allowed the transfer in upload or download of files with dimensions equal to or greater than 100MB. Therefore, the transfer in upload or download of files equal to or greater than said dimensions could be prevented at a technical level.

Other examples of material that is not allowed on the disk space associated with the service:

- IRC scripts;
- Pedo-pornographic material;
- Audio/Video Streaming;
- Proxy scripts/Anonymizers;
- Pirated software/warez;
- Pages containing links to pirated material/warez;
- Pages exclusively containing lists of files for download;
- IP Scanners;
- Bruteforce scripts;
- Mail-bombing/Spam scripts;
- File dumps or Mirror scripts;
- Sites promoting illegal activities;
- Fraudulent/phishing sites;
- Scripts for sending uncontrolled email;
- Blogs or forums where it is possible to publish comments without any moderation and/or without any verification that the person who publishes a comment is really a person and not a script (such as CAPTCHA);
- Material covered by copyright for which the customer does not have the right to publish - Executable files (e.g. .EXE);
- Image files of archives (e.g. ISO).

If the customer breaches these obligations, Swizzonic reserves the right to terminate the service and the contract due to the customer's fault. The customer shall be obliged to comply with any technical instructions that Swizzonic may provide in the event that the customer has incorrectly entered programs or applications into its space. In the event that the customer does not want to comply with the aforementioned instructions or the aforementioned space limit is exceeded, Swizzonic reserves the right to terminate this contract, without owing any financial obligations to the customer.

The files, software and contents of the customer's space are the responsibility of the customer. If these, by their own will, due to lack of updating or errors in writing code, affect the vulnerability of the system such as to allow access by intruders and/or are exploited by the customer or third parties, authorized or unauthorized by the customer, to indirectly damage the services provided by the platform, Swizzonic may intervene and suspend the service until the customer restores normal security conditions.

The security of access and users is the responsibility of the customer. The customer undertakes to maintain in the utmost secrecy and security accesses such as FTP users, MySQL or other database, authentication to CMS, webmail etc. operating the best practices that guarantee such security such as the choice of sufficiently complex passwords, the use of the password suggestion tool, the regular change of such passwords, the change of such passwords in case of suspected, alleged or verified compromise, the updating of the code of software and CMS installed, the verification of the security of templates, plugins and software before their installation in the disk space of the Hosting & Email service. Swizzonic is not responsible for loss of data or compromise, misuse, damage due to the insufficient level of security applied by the customer. The servers hosting the customers' Hosting & Email spaces are located at the datacenter in Zurich, CH.

Swizzonic is responsible for synchronising the server clocks and monitoring the same; the customer is thus guaranteed the uniformity of the times recorded in each operation and log. The customer may not request any changes to this synchronization or change of time zones.

2.2.2 - Database Space

The database space limit specified in the offer published online on the Swizzonic website refers to the size of the individual database and cannot be exceeded by the customer. If this limit is exceeded, Swizzonic will proceed to block access to that database from the platform providing the service until the customer either resizes the space occupied within the contractually specified limits or proceeds to purchase a superior solution of the service with consequent adaptation of the technical platform. In the absence of such



adjustment Swizzonic cannot be held liable for website malfunctions resulting from the blocking of access to the database that has exceeded the maximum size allowed.

2.2.3 - http, https, ftp and email traffic

The service has a traffic limit defined in the offer. The traffic limit shown on the product sheet is intended as the sum of the traffic of the http, https, ftp and email services. Please also note that in case of upgrade or downgrade with purchase of a different solution of the service, the traffic limit will be the one provided in the different solution purchased and not a sum of the two solutions. If the customer exceeds this limit, Swizzonic will suspend the service until the first day of the following month or until the customer purchases a service solution with a higher traffic limit. In the absence of such adjustment Swizzonic shall not be liable for site malfunctions. Any traffic unused in the previous month shall not be added to the traffic available for the following month.

The customer acknowledges that http/https/ftp/email traffic is strictly functional to the provision of the website and ancillary files, or the sending/receiving of emails. Swizzonic reserves the right to suspend the service in the event that http/https/ftp/email traffic is used for the delivery of content described as invalid for the purposes of this SO in the paragraph "Disk space and content".

The customer is aware that Swizzonic uses automatic systems capable of identifying malicious accesses, brute force and compromise of single files and/or entire Hosting & Email spaces; in case of successful or attempted compromise, regardless of whether the customer is aware of it or not, Swizzonic reserves the right to activate automatic protection processes such as:

- blocking of authentications with a particular user;
- blocking of the IP address from which the traffic originates;
- blocking of the domain from which the traffic originates;
- blocking of http access to one or more compromised files;
- removal of files or directories that may compromise the status and/or security of the service;
- suspension of the account;
- deletion of the account.

2.2.4 - Server and platform resources

For the purposes of the provision of its website, by way of non-exhaustive example, and unless otherwise specified in the commercial offer, the customer will not be allowed to:

- exceed 20% of the total resources of a server (CPU, RAM) for more than 60 seconds;
- exceed the number of 100,000 files or directories (inodes) within the space made available with the service;
- exceed the number of 5,000 files (inodes) within the same directory;
- exceed the number of 1,000 tables within the same database;
- send more than 2,000 emails on the same day;
- execute stand-alone scripts, executed in daemon mode, which are not directly related to the provision of a web page (except for the 'cron' feature provided with the service);
- execute database queries that last more than 15 seconds.

Even in such situations Swizzonic reserves the right to suspend the provision of the service and possibly withdraw from this contract, without owing anything in economic terms to the customer, except always the compensation for further damages.

2.2.5 - Platform Migrations

The customer acknowledges and accepts that in the normal course of business Swizzonic may need to migrate the customer's service to a new platform with similar characteristics. The migration process may generate a down of the service in relation to the volume of disk space occupied by the customer on the platform. In relation to the duration of the downtime and the predictability of the same, Swizzonic will give reasonable notice of the planned migration actions.



2.2.6 - Further conditions of use of the email service

In order for Swizzonic to provide the customer with the email service, all of the following conditions must be met:

- the customer must be the holder of a domain name maintained by Swizzonic or another Registrar;
- the customer must be correctly configured on the Registrar's authoritative DNS;
- the customer must have configured MX, POP and SMTP records using the standard Swizzonic mail server parameters.

The customer acknowledges that the failure of even one of the above conditions will make it impossible for Swizzonic to provide the email service. The customer is therefore informed that if, during the term of this SO, (a) the domain name is not renewed, (b) the domain name is transferred to another provider without carrying out the appropriate configurations, and/or (c) configuration changes of the MX, POP or SMTP record are done, the provision of the email service will become technically impossible for Swizzonic. In such cases, Swizzonic may suspend or terminate the email service immediately and without notice, without prejudice to the right to full payment of the fee and without prejudice to compensation for any damages incurred.

2.3 - Additional services

Swizzonic offers certain additional services free of charge with certain service plans, listed below.

2.3.1 - Softaculous/AppManager

In order to enable the customer to quickly install the most popular free scripts to quickly create their own website without knowing any web programming languages, Swizzonic provides the customer with the Softaculous software owned by Softaculous Inc. available in certain service plans under the name AppManager and installed on Swizzonic's servers. The customer acknowledges that the Softaculous software is offered "as is", without any warranty, either express or implied of operation, exempting Swizzonic from any liability in case of malfunction or loss of data caused by problems with the software itself.

2.3.2 - AWStats

Also for the management of web statistics, Swizzonic provides the customer with the AWStats software available in some service plans, installed on Swizzonic's servers, which allows the customer, via a web panel, to monitor the access statistics to their website. The customer acknowledges that the AWstats software is offered "as is", without any warranty, either express or implied of operation, releasing Swizzonic from any liability in case of malfunction or loss of data caused by problems of the software itself.

2.3.3 - phpMyAdmin

In order to enable the customer to manage its MySQL databases, Swizzonic provides the customer with the phpMyAdmin software available on certain service plans, installed on Swizzonic's servers. The customer acknowledges that the phpMyAdmin software is offered "as is", without any warranty of any kind, either express or implied, and Swizzonic shall not be liable for any malfunction or loss of data caused by problems with the software itself.

2.3.4 - cPanel

In order to enable the customer to manage the functionality related to its Hosting & Email product, Swizzonic provides the customer with cPanel software owned by cPanel, Inc. (<http://cpanel.net/>), installed on Swizzonic's servers. The customer acknowledges that the cPanel software is offered "as is", without any warranty, either express or implied of operation, releasing Swizzonic from any liability in case of malfunction or loss of data caused by problems with the software itself. Access to cPanel is via single sign on from the relevant sections of the customer's control panel. Single sign-on is performed by calling the cPanel API, on a channel encrypted in SHA-256 with DV certificate. The customer can also authenticate directly in cPanel from port 2083 of the server on which the Hosting & Email service resides with username and password. The password is not provided in the first instance but the customer can obtain it by following the password recovery procedure using their username and double verification by sending a code to the customer's email.

2.3.5 - WHM



In order to enable customer to manage the functionality related to its Hosting & Email Reseller product, Swizzonic makes available to customer the WHM software owned by cPanel, Inc. (<http://cpanel.net/>), available in certain service plans, installed on Swizzonic's servers. The customer acknowledges that the WHM software is offered "as is", without any warranty, either express or implied of operation, releasing Swizzonic from any liability in case of malfunction or loss of data caused by problems with the software itself.

2.3.6 - Backup and recovery using JetBackup

Swizzonic provides a backup service carried out on a separate server from the server providing the Hosting & Email service. The backup is carried out daily for 7 consecutive days, during night time. The backup is carried out by Swizzonic to ensure disaster recovery and is also made available to the customer for the recovery of their data. Swizzonic undertakes to perform, maintain and manage the backup with the best possible expertise; the customer releases Swizzonic from any liability in case of data loss during the backup recovery phase. In order to enable the customer to manage backups of its cPanel account, Swizzonic provides the customer with JetBackup software owned by JetApps (<https://www.jetbackup.com/>), available on certain service plans, installed on Swizzonic's servers. The customer acknowledges that the JetBackup software is offered on an "as is" basis, without any warranty, either express or implied of operation, releasing Swizzonic from any liability in the event of malfunction or loss of data caused by problems with the software itself.

2.3.7 - Free SSL Certificate associated with the Hosting & Email Service

If the Hosting & Email service includes the presence of a free SSL Certificate, its use must cease with the termination of the Hosting & Email service to which the SSL Certificate is associated. The client acknowledges that the certificate can only be associated with the Hosting & Email package initially purchased and cannot be exported or used on another service. In the event of renewal of the Hosting & Email service including a free SSL Certificate, Swizzonic reserves the right to provide the customer with an SSL Certificate issued by a different Certification Authority or an SSL Certificate that has partially different characteristics from the one initially provided. Swizzonic also reserves the right to modify the procedures for issuing and renewing an SSL Certificate, in order to ensure the correct provision of the service or to comply with the information and procedures required by the Certification Authority issuing or renewing the SSL Certificate. The customer undertakes to comply with the contractual documentation, policies, manuals and regulations of the Certification Authority that issued the SSL Certificate. Depending on the Certification Authority that issued the SSL Certificate, the customer is informed that the following documents shall apply:

i) for SSL Certificates issued by the Let's Encrypt Certification Authority, the customer declares to have read and accepted the documentation relating to SSL Certificates published by the Certification Authority at <https://letsencrypt.org/repository/>.

ii) For SSL Certificates issued by the Certification Authority Symantec, the customer acknowledges and accepts the "SSL Certificate Service Order" of Swizzonic published at the link <https://www.swizzonic/company/legal/ods-certificati-ssl.html>, to be considered an integral part of this SO, and the documentation relating to "Symantec SSL Certificates" from the Certification Authority Symantec, available at the link Repository <http://www.symantec.com/about/profile/policies/repository.jsp>.

2.4 - Rules for using the Email Service

The customer agrees not to use the email service for illegal purposes, to respect the rules of use and not to violate in any way all national and international rules, including regulations, applicable.

2.4.1 - The customer is responsible for maintaining the secrecy of its accesses, not providing the password to third parties or making it potentially available by writing it down in clear text in any format. The customer must choose a suitably complex access password, not merely passing the automatic complexity check carried out by the mailbox creation module but inserting numbers, upper and lower case characters, ASCII symbols and whatever may be useful to make the password as complex as possible. The customer is also obliged to periodically change the password for accessing the mailbox; in addition, Swizzonic recommends changing the password whenever the customer suspects that it may have been compromised.



Swizzonic reminds the customer that an insecure use of the web, associated with the absence of an adequate antivirus to protect the customer's device (computer or mobile), exposes the customer to the risk of receiving computer viruses that can intercept passwords and compromise the customer's mailboxes.

2.4.2 - The customer undertakes to keep the accesses for outgoing mail equally secret.

2.4.3 - The customer also agrees to comply with the rules and policies provided by the competent registration authority of the domain name related to the mailbox used. In particular, the customer guarantees not to directly and/or indirectly carry out spamming activities, consisting in sending email communications that are unauthorised and/or unsolicited by the recipients, or any other practice prohibited not only by the rules of Netiquette, but also by the legislation on the protection of personal data. The customer will also be held liable for spamming activities which, although carried out via email addresses that are not Swizzonic mailboxes, also indirectly involve a service provided by Swizzonic or its technical structure (e.g. in the case of unauthorised promotion of websites hosted by Swizzonic).

Swizzonic reserves the right to immediately suspend the email service, both for inbound messaging (mailbox) and outbound messaging (SMTP), on its own initiative or following a report by a third party, if it considers, in its sole discretion, that the customer is carrying out activities in breach of the obligations set out in this article, even without its knowledge. In this case, the customer, following notification by Swizzonic, even by email, shall immediately eliminate the violation or provide appropriate documentation to prove that the practice which is implemented fully complies with current legislation and/or the rights of third parties. In the event of failure to respond immediately, Swizzonic shall be entitled to terminate this SO immediately, without prejudice to the right to full payment of the fee and without prejudice to compensation for any damages suffered.

2.4.4 - It is understood that if the customer is found to be carrying out spamming activities, Swizzonic may, at its sole discretion, terminate this SO in any case.

2.4.5 - Swizzonic may also delete the customer's mailboxes and all data contained therein if the DNS for the corresponding domain name has been configured by pointing the MX record to servers other than those owned by Swizzonic for more than 7 days, resulting in the inability to receive mail on Swizzonic servers for at least 7 days.

The Swizzonic email service is delivered with secure communication thanks to the TLS (Transport Layer Security) encryption protocol in version 1.2. A prerequisite for encrypting inbound communication is that the customer configures their email client with the appropriate SSL/TLS configuration as described in the guides available in the FAQ section of the Swizzonic website.

A prerequisite for encrypting outbound communication is that the customer configures their email client with the SSL/TLS configuration as described in the support section of the Swizzonic website and that the server receiving the message exposes the TLS service.

2.4.6 - Webmail is configured to transmit both incoming and outgoing messages in encrypted form, furthermore webmail browsing is encrypted with Domain Validated Certificate.

2.5 - Swizzonic's liability

The service will be available 24 hours a day, seven days a week, excluding and except for possible suspensions for maintenance work. Swizzonic shall not be liable for any interruption of the service, which it undertakes to restore as quickly as possible and which is not attributable to intent or gross negligence on the part of Swizzonic. Swizzonic may, at any time, interrupt the provision of the service where justified security reasons and/or guarantee of confidentiality exist, in which case it will notify the customer. Swizzonic is responsible for the security of the proprietary applications and consequently of the code released as part of the service provisioning systems and service delivery interfaces. Swizzonic ensures code changes that are developed and deployed are installed in a secure manner, using a separation of development, test and production environments, using test and code coverage procedures for automatic and manual quality validation and



maintaining strict standard code versioning to facilitate deployment and roll back activities. Swizzonic ensures that all access to code, production environments and traffic data is strictly technically constrained and reflects official levels of authentication and related permissions. Swizzonic performs periodic and at each production release checks for the presence of known OWASP vulnerabilities (<https://owasp.org/Top10/>). Swizzonic cannot in any case be held liable in case of malfunctioning of the service due to events beyond Swizzonic's reasonable control such as, but not limited to:

- events of force majeure;
- events dependent on the actions of third parties such as, purely by way of example, the interruption or malfunction of the services of telecommunications operators and/or power lines or acts or omissions of the competent registration authority;
- malfunction of the terminals or other communication systems used by the customer.



2.6 - Disputes

The customer is obliged to notify any irregularities of the service by registered letter with acknowledgment of receipt within three business days after detection of such irregularity. Failure to report in the manner and within the time limits referred to above shall relieve Swizzonic from any liability.

3 - Termination of the contract

In any case of termination of the effects of the contract and/or in case of non-existence of the above Terms of Service, in addition to the deactivation of the functions referred to in the offer, all data on the space made available with the service will be deleted without any responsibility of Swizzonic for maintaining and/or saving them. It is therefore the customer's responsibility to save the data on a different medium before the expiry date if he/she does not wish to renew the service.

4 - Fees and Payments

The fees for the provision of the service requested are those indicated in the offer. The provision of the service shall be deemed agreed from the moment of payment of the service fee by the means indicated in the offer. The renewal price shall be the list price applied by Swizzonic at the time of the request by the customer and resulting from the control panel.