

5. General conditions governing internet connection services

5.1 Connection

Cyber Network SA offers its Clients several types of internet connection or connections between remote sites via various physical supports: ADSL, VDSL, GSHDSL2, xDSL or fibre optic cable. This list is not exhaustive and may evolve as technologies advance.

In some cases Cyber Network SA may work with partners or telephone operators to improve the quality of services and provide more control over the various supports.

5.2 Equipment and material

The equipment connected to the access service must comply with the requirements of Cyber Network SA. It is the responsibility of the Client to obtain information from Cyber Network SA concerning these requirements.

The hardware sold by Cyber Network SA is guaranteed for 12 months under the terms and conditions of the manufacturer's warranty. During the warranty period, in the event of a hardware malfunction, the Client must contact technical support by telephone at 022 884 30 70. If the malfunction is confirmed, Cyber Network SA will provide the standard exchange and reconfiguration of the product. Any other form of intervention on the hardware is formally prohibited without the prior authorisation of the supplier.

5.3 Updating loaded software

The Client authorises Cyber Network SA to update the software loaded on the equipment to be connected to the network, without any obligation on Cyber Network SA to do so.

5.4 Liability

If Cyber Network SA is found to be liable, in the specific case of connections, the maximum amount of damages that the Client may claim for reimbursement is strictly limited to the amount paid by the Client for a period of one month.

5.5 Email server

The Client undertakes to notify Cyber Network SA of the presence of an email server in its infrastructure or before installing such equipment on its network and to protect its server against messages being relayed. Under no circumstances can Cyber Network SA be held responsible for the loss of data resulting from such usage or access by third parties or for the rerouting of data carried on the network. The installation of security solutions and procedures is therefore the responsibility of the Client. In addition, the Client undertakes to use only the resources of its own server for sending messages.

5.6 Resale of services

The resale of Cyber Network SA connection services is formally prohibited without prior written agreement. In particular, the fixed IP address option is strictly limited and can under no circumstances be used to host services for third parties (http, ftp, etc.).

5.7 Payment conditions

If the payment conditions are not respected, Cyber Network SA reserves the right to interrupt its services without prior notification. The costs of restarting these services will be billed at 200 Swiss francs (excluding VAT) to the Client, to which will be added any operator costs. Nevertheless, the Client remains liable for the sum due to Cyber Network SA up until the end of the contract.

5.8 Client connection

In the case of a Client making an error or providing erroneous information required for activation of the connection, the resulting costs of the telephone operator will be billed to the Client. The Client is informed that it is necessary to have and maintain in service the support and lines declared during the contract and to retain the technical characteristics of this equipment. All changes (line, owner, change of address, etc.) must be notified immediately in order to minimise the risk of cutting off the connection. Any costs resulting from such changes shall be paid by the Client.

5.9 Bandwidth

In certain cases, for technical reasons it may not be possible for Cyber Network SA to provide the speeds indicated in its initial offer.

This may be the case for ADSL and VDSL connections (copper wire too long or of poor quality). In this case, replacement speeds will be proposed. The subscription rate will be modified, at the initiative of Cyber Network SA or at the request of the Client, without backdating, to have an effective speed as close as possible to an existing subscription formula on the date of the request, with no guarantee that the nominal speed of the subscription will be achieved. In all cases, bandwidth measurements should be carried out at the outlet of the distribution box; Cyber Network SA is under no circumstances responsible for the quality of internal cabling on the Client site.

5.10 Additional services

If the Client already benefits from services at Cyber Network SA at the time of signature of the connection contract, these must run to the end of their term, even if they are totally or partially included in the connection contract; these services will then be incorporated into the connection contract.

5.11 Term of the contract and billing

A connection contract becomes binding on the Client with effect from signature of the contract. The start date of the contract is the date of sending the connection parameters (login, password, IP address, etc.) to the Client.

The entire month is due for a contract coming into force before the seventh day of the month.

5.12 Change of formula

A change in subscription for a lesser formula is only possible on the anniversary of the start of the contract for annual billing and/or on the following 01 January for monthly billing.

5.13 Delay for entry into service

Unless otherwise mentioned in writing in the SLA (Service Level Agreement), the delay for entry into service is estimated at a maximum of 15 working days after activation of the local loop by Cyber Network SA. A delay of less than 15 working days in relation to these delays cannot be considered as a reason for termination.

5.14 Legal scope of the contractual conditions

By signing the offer/contract, the Client is deemed to be aware of these General Conditions and the special conditions for the agreed services and to have accepted them without restriction.

Signature of the offer/contract is equivalent to acknowledgement of debt for the services billed that the Client acknowledges or according to any modifications that may have been communicated to the Client in accordance with the contractual terms.

5.15 Jurisdiction and applicable law

For any dispute arising in connection with the execution or interpretation of this contract, the parties expressly agree that sole jurisdiction, at the discretion of the plaintiff, falls to the place of the registered office of the contracting supplier and all litigation between them shall be governed solely by Swiss law.

Entry into force on 1 April 2011