

8. General conditions governing Virtual Hosting services

8.1 Purpose and scope

The purpose of these general conditions is to define the limits under which the supplier provides a data hosting service to the Client. These general conditions apply to the services provided by Cyber Network SA.

- The hosting modalities extend to the reasonable use of the systems provided by Cyber Network SA. In the event of abusive use of the resources (for example, using scripts) that threatens the stability and security of the systems or with a significant impact on the performance of neighbouring applications, Cyber Network reserves the right to deactivate the services.
- The resale of the services provided by Cyber Network SA, in the context of a contract for hosting services between Cyber Network SA and the Client, is formally prohibited, without prior written consent.

8.2 Supplier liability

The quality of access to the servers is that provided by the internet, known as 'best effort'; for this reason, Cyber Network SA can give no commitment concerning the availability of national and international bandwidth. Cyber Network SA reserves the option to reinitialise or interrupt the service for technical reasons if necessary.

Similarly, Cyber Network SA shall not be held responsible for connection interruptions and the loss or alteration of data resulting from malfunctions in telephone lines, wireless or cable connections, or power cuts.

Within the legal limits, Cyber Network SA denies all responsibility for direct or indirect damage, such as loss of earnings, business interruption, loss of commercial data, or resulting from the use of its services or the use of persons engaged to perform contractual services.

8.3 Client liability

The Client undertakes to use the infrastructure provided strictly in accordance with Swiss law and applicable international conventions. The Client undertakes to comply with cantonal and federal laws on data protection, telecommunications and copyright in force, in relation to the content of the service hosted by Cyber Network SA, the exchange of data and the provision of information. In particular, the Client undertakes to refrain from any dissemination via the internet of data (applications, texts, images, sound or video) covered by the criminal code, notably those of a pornographic, violent or defamatory nature.

The Client has civil and criminal liability for its acts and hereby releases Cyber Network SA from all responsibility in the event of legal proceedings being brought against it.

During signature and throughout the term of the contract, the Client undertakes to notify the technical service of Cyber Network SA of the e-mail system used and any desired modifications, before they are implemented, and to protect its server against message forwarding. In addition, the Client undertakes to use only the resources of its own virtual server for sending messages.

The Client must ensure that its virtual server(s) are permanently protected by AntiVirus and AntiSpyware systems.

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, for example for electronic payment.

8.4 Term of the contract and billing

The hosting contract is concluded by signature of the offer, for a minimum term of one year; it is tacitly renewable from year to year unless terminated in writing by registered letter giving notice three months before the anniversary of its entry into service.

- If the payment conditions are not respected, Cyber Network SA reserves the right to interrupt all services for the Client; in addition, failure to respect the payment conditions will be considered by Cyber Network SA as early termination. The costs incurred in restarting accounts will be billed to the Client for the sum of CHF 200, excluding VAT. Nevertheless, the Client remains liable for the sum due to Cyber Network SA up until the end of the contract.
- The administrative costs of the domain name(s) form part of a separate service.
- Any changes in the rates charged will be communicated to subscribers giving notice of two months.

8.5 Termination by the Client

In the event of early termination, the Client must pay the costs of early termination billed by Cyber Network SA, as follows: the Client must pay in full the subscription for the current annual period if the termination was not requested in writing giving notice of one month before the anniversary of entry into service.

8.6 Termination by the supplier

Cyber Network SA reserves the right to terminate the contract with immediate effect, in particular when the services of the supplier are used, made accessible or transmitted to third parties illicitly or for purposes other than those stipulated.

In the event of abusive use, Cyber Network SA may stop the hosting service without notification or compensation. The Client is responsible to the supplier for damage caused by infringement of the above-motivated contractual provisions.

The relationship between the supplier and the contracting company is governed exclusively by Swiss law. Any dispute that may arise between the two parties concerning the interpretation or performance of the service contract shall be settled by the competent courts of Geneva or by the civil court of the canton of Geneva, to which the supplier and the subscriber expressly give jurisdiction.

Entry into force on 1 April 2011