

TERMS AND CONDITIONS – HOSTING AND HOSTING RELATED SERVICES

1. GENERAL

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

2. OBLIGATIONS AND RESPONSIBILITIES OF THE PROVIDER

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

of data due to software or hardware failures. Restoration of data which was lost due to a customer's fault may be subject to further costs.

3. OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER

- a. The customer is obligated to ensure that no illegal content is hosted or linked to on his website. Any storage or transmission of illegal content through the customer's account is strictly prohibited. The customer has to verify himself the legality of all contents on his website before publishing the site.
- b. The customer must respect the technical limits of the hosting offers.
- c. The customer must respect the Acceptable Use Policy. A violation of this policy may result in an immediate account suspension or termination without prior notification. In addition „Qiubits Sàrl“ reserves the right to claim for damages.
- d. In particular, the customer is obligated not to violate any copyrights or intellectual properties of third parties. The customer agrees to indemnify „Qiubits Sàrl“ and hold the providing party harmless from any claims resulting from the use of the „Qiubits Sàrl“ services.

4. SERVICE SPECIFIC AGREEMENTS

a. WEB HOSTING SERVICES

- i. If the service permits the execution of scripts (PHP, Perl, etc.), there may be limitations. To ensure a maximum of stability and security in a shared hosting environment, some functions may not be available and some technical restrictions may be in place. The customer has informed himself before contract conclusion that the service offers all functionality required to operate his website.
- ii. If a customer's script uses too many resources, performs prohibited actions or has in any other way a negative influence on the stability of the provider's infrastructure, „Qiubits Sàrl“ reserves the right to stop and block this script. „Qiubits Sàrl“ will inform the customer in advance – if possible.
- iii. Scripts hosted on the customer's account may not try to circumvent or change security settings. Such actions will be logged and may result in a suspension of the account.
- iv. The customer is obligated to securely configure and regularly update installed web applications to prevent abuse of his account.

- v. The customer's website must contain an imprint which meets the standards required by applicable law. In case of a missing or incomplete imprint, the provider may forward customer contact information to demanding third parties which require direct communication with the website operator.
- vi. Without prior written authorization the hosting of pornographic material is forbidden on shared hosting platforms.

b. E-MAIL SERVICES

- i. Unless specified otherwise a customer's mailbox is limited by its size.
- ii. „Qiubits Sàrl“ may use basic spam filtering techniques such as blacklists or grey-listing on any incoming e-mail server. These filtering techniques do not require the customer's approval.
- iii. However, content filtering techniques cannot be used without the customer's consent. Therefore a customer who orders a product which includes a content filter authorizes „Qiubits Sàrl“ to perform any operation necessary to fulfill this task by placing his order. The sender of e-mails blocked by a content filter is not informed by the system. The customer ensures that every e-mail user related to his account is informed about this filter and has approved its deployment. Due to the nature of spam, „Qiubits Sàrl“ cannot give any guarantee about the percentage of spam that is blocked nor ensure that no legitimate e-mail will be blocked.
- iv. Log files may be stored for legal or technical reasons. However, these log files only contain information included in the e-mail header.
- v. „Qiubits Sàrl“ may temporarily or permanently block a customer's account if this account is used to distribute e-mails containing viruses or spam as well as, upon reasonable suspicion, analyze a sample from these messages to verify the violation of the Acceptable Use Policy.

c. TOP LEVEL DOMAIN NAMES

- i. „Qiubits Sàrl“ only acts as registration agent towards registries, registrars or platform partners registering domain names in the name of the customer.

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

d. INVOICING

- i. Please note that money is not refundable once you have signed up for the 1st year.
- ii. All other invoices which are not disputed within 8 working days are being accepted by the customer and those invoices need to get paid within the said time-frame.
- iii. If you want to cancel your account you need to confirm it at least one month before the expiration date of your service and by postal way. Cancellations via phone calls or e-mails are not accepted.
- iv. All invoices need to get paid within the said timeframe indicated on the invoice (within 15 working days). Additional administrative fees of 70 Euros will be applied once the invoice has not been paid within 60 working days.

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