

Interway Communication GmbH

WebHosting General Terms and Conditions

Services of the Interway Communication GmbH

The Interway Communications GmbH (Interway) provides its clients storage space (accounts) on a server connected with the Internet according to the offer descriptions on the websites of Interway (www.interway.ch). Interway provides its services within the scope of the respective offer which the customer has chosen and the operationally available resources.

Interway reserves the right to adjust services if required or for any important reason. Interway will inform the customers as much as possible about service interruptions that are necessary for the removal of disturbances, maintenance work, introduction of innovations etc. Interway may consult third party suppliers or subcontractors in connection with the contract fulfilment.

Commencement of Agreement

Upon an order of the customer a confirmation will be sent and the contractual relationship begins. The order has to be made in writing by e-mail, post or by electronic order form on the Interway website. (www.interway.ch). Orders via electronic media (e-mail, electronic order form on the website) will be checked by Interway in order to avoid wilful orders.

The contractual relationship begins with the order acceptance by Interway. In connection with the order the customer recognises the present general terms and conditions of Interway and commits to providing true information. An order can be refused by Interway without providing any reasons.

Termination of the contractual relationship / notice

The minimum duration of the contract, term of notice and termination date are determined according to the type of the ordered service which is defined on the Interway website. (www.interway.ch). Should there be no related information on the website, the following conditions will apply: Quarterly settled accounts have a one month term of notice and may be terminated each by the end of the month.

Yearly settled accounts may only be terminated by the end of the annual settlement period. The notice must have arrived at Interway at least 30 days before termination of the settlement period. If the notice occurs before the agreed minimum duration or at a date that has not been agreed the reimbursement per rata temporis is not possible. The minimum duration for quarterly settled accounts is 3 months, for yearly settled accounts 12 months.

The notice has to be made in writing and in time. It is the customer's responsibility to make sure that the intent to terminate the contract will arrive at Interway in time.

In connection with the notice by the customer before the use of any service, the customer owes Interway all costs generated in this connection, incl. the fee for the agreed minimum contract duration. If Interway dissolves the contract due to an illegal action or some action contrary to contract by the customer, the customer will owe Interway all costs generated in this connection incl. the fee for the agreed minimum duration of the contract.

Liability

Interway undertakes the technically and economically possible to be able to guarantee the availability and data integrity on the servers. The use of the server and the software located on it is at the customer's own risk. Interway will not guarantee for uninterrupted service, service at a certain time, or the integrity of the stored data.

Interway is not responsible for the data protection of the data stored on the server (account). As far as data on the server (account) are transmitted, the customer will create security copies. Interway does not take over any responsibility for damages to the customer by abuse of the systems and connections by third party (Viruses, Hacking etc.). The responsibility for the correctness of information and services by third party as well as the related rights to claim shall be the sole responsibility of the respective provider.

Liability for other damages (e.g., problems with the handling of business via electronic channels / the inadvertent disclosure, damage or deletion of data) is strictly excluded. Interway assumes no liability caused by access difficulties and disturbances in the net of third party suppliers (Swisscom, Sunrise etc.) or for those that result from force majeure or repair, maintenance work or introduction of new technology.

Interway is only liable for damages and failures which have originated from gross negligence on behalf of Interway. The gross negligence has to be proved by the party that wishes to make a claim. The liability limits itself to an annual fee of the order. Interway reserves the right to ask for damages towards users in connection with offences such as data criminal activity, data abuse, hacking attacks on the net or on the infrastructure of Interway. This also applies to the disregarding of the netiquette.

Rights and liabilities

The netiquette usually applies. These internet rules of etiquette will be accepted by the customer as an integrating component of the contract. The netiquette rules may be viewed on the Interway homepage. The user has the right to present goods, services and other offers according to the selected contract on the Internet.

The customer is completely responsible for the contents and the representation of his presentation and omits to send mass e-mails or to otherwise offend the netiquette. The user engages to stick to the ethical and generally accepted rules of any cooperation on the Internet. He claims full liability for the contents of the web page and takes over the costs, if these should arise in connection with his offer presentation for Interway.

The user has to make sure that his use of the Internet applies to applicable law. He obligates himself to respect and obey to the national and international arrangements in particular in connection with data protection, copyrights, business secrets, trademark laws, fair trade and related areas and to not pass on any contents or services which offend the good taste, morality and customs and traditions or in any way may provide some doubtful content.

This particularly applies to the circulation, the reference or the provision of the connection to pornography, instructions to violence or crime, discrimination of any kind or any other kind of offensive contents. Interway is not obliged to check the customer's contents.

The following information with illegal contents on the account of the customer may not be published or be retrieved:

- Racist and discriminating contents (StGB 261bis)
- Presentation of violence (StGB 135)
- Call for violence (StGB 259)
- Pornographic writings, presentations and pictures (StGB 197)

- Unauthorised gambling, especially in the sense of the lottery law
- Information or data which may violate copyrights, similar protective rights or intangible goods

In such case Interway reserves the right to terminate the contract without any notice. We reserve the right in connection with compensation demands, juridical and criminal law steps. Interway reserves the right to temporarily deactivate accounts which may disturb the system of Interway without any advance warning until the situation has been resolved by the customer. It is not permitted to install and use own data banks on accounts which do not include these services.

The installation of a shopping solution is permitted only by approval of Interway. For contents that excessively consume Internet bandwidth like "File Download Sites" the consent of Interway has to be obtained. The sublease of the selected Interway services for third parties is meant exclusively for certain products. In the case of doubt an approval must be obtained by Interway.

The customer is responsible for the use of his account. Passwords and identifications may not be passed on to third parties. If this happens upon request by the customer, the account owner will be held responsible for any results.

Trouble Shooting

As a support Interway provides to its costumers a telephone and written (e-mail) Support. The costs and operation time of this supports are published on the Interway website (www.interway.ch) along with the respective product offers. Costs for Support by third party will not be taken over by Interway. The removal of disturbances of all kind will happen as quickly as possible. In the case of service interruptions as a result of disturbance removal, maintenance work, introduction and installation of new technologies or similar circumstances, no claims can be made against Interway. If there exist any special claims on behalf of the customer in terms of the availability, these have to be regulated in a separate service level agreement (SLA).

If a customer requires the removal of disturbances which were caused by the equipment used by the customers or by faulty usage on behalf of the customer, the customer will take over the responsibility for the costs.

Special Regulations

The use of the Internet involves various data protection risks for the user. Interway takes care of a very efficient protection with economically reasonable, technically possible and relative measures, however, can not guarantee an abusive use. Every customer is responsible for measures for the protection and screening of his data against the intrusion or other attacks by unauthorized third party.

Interway reserves the right to collect network data to check the compliance with the regulations, as well as to allow an efficient disturbance removal. The so accumulated data are used exclusively for these purposes and will not be made accessible to third party under no circumstances.

Invoice and Terms of payment

The invoicing will be made in advance on account of the agreed conditions of the respective account. All prices of Interway are exclusive of the legal value added tax. The invoicing will be made on account of the agreed prices (contract or universally valid price-list) and on account of Interway's recordings.

These are regarded as valid, provided that within 20 days on receipt of the invoice no objections on behalf of the customer have been made. The duty of payment of the customer begins with the conclusion of the contract. In case of a delay of payment Interway reserves the right to legal measures and the blocking of the services. Subject to alteration of prices at any time.

Void in Part

Should single regulations of this arrangement be invalid or turn out to be void by law be or invalid, it will not affect the remaining regulations. These will persist unchanged and remain valid. The void by law, ineffective or invalid regulation(s) is (are) to be substituted by economic, equivalent and lawful regulations.

Place of Jurisdiction

This agreement is subject to Swiss law. The place of jurisdiction is Zurich.

Zurich, 1st of June, 2005.

Interway Communication GmbH, Josefstrasse 225, 8005 Zurich. <http://www.interway.ch>, info@interway.ch Tel.: 043 5001111