

# Registrant Registration Agreement / General Terms and Conditions (GTCs)

Applicable from 7. October 2017 (Version 14.0)

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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 Products and Options and switchplus ltd. The GTC do not specify other services from switchplus which have got their own conditions of use.

## 2. Definitions

Account	Area at www.switchplus.ch where services are provided to the customer and/or to the technical administrator in conjunction with the registration and administration of DOMAINS, options and Hosting Products.
Administration	Undertaking of administrative actions in relation to a DOMAIN and/or Hosting Products and/or options, particularly on the basis of requests and updates by the holder or the Technical Administrator.
Application	Application to switchplus ltd. using the defined lines of communication for registration, partner transfer, transfer or deletion of a DOMAIN.
Deletion	Cancellation of the registration of a DOMAIN or deletion of the Hosting Products' and/or options' data by switchplus 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 Option DNSSEC includes services in accordance with the specification - DNSSEC published on the website of switchplus ltd..
DOMAIN	Alphanumeric string recorded in the zone file of the Registry.
DOMAIN Option	DOMAIN Options include LINK, SAFE, PRIVACY and DNSSEC as described in the respective specifications published on the website of switchplus ltd.
Specification	Detailed descriptions of the services for DOMAIN, LINK, SAFE, DNSSEC, PRIVACY, MAIL, WEB, TOOL, HEX, HEXlight, PRESENCEbasic, smart@work, SHOP and SECURE published on the website of switchplus 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 product or a service in his name.
HEX, HEXlight	The product HEX, HEXlight (Hosted Exchange) includes e-mail services as described in the respective specifications published on the website of switchplus ltd., for HEX and HEXlight

Hosting Option	Hosting Options include CMS, SECURE, and SHOP as described in the respective specifications published on the website of switchplus Ltd.
Hosting Product	Hosting Products include WEB, MAIL, TOOL, and HEX as described in the respective specifications published on the website of switchplus Ltd.
IP address	A numeric address used for addressing a computer on the internet.
LEARN	LEARN covers the training program of switchplus Ltd. as described in the Specification - MAIL published on the website of switchplus Ltd..
LINK	The DOMAIN Option LINK includes name server services as described in the respective specifications published on the website of switchplus Ltd., for LINK
MAIL	The product MAIL includes e-mail services as described in the respective specifications published on the website of switchplus 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 switchplus 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.)
Options	DOMAIN Options and Hosting Options
PRESENCEbasic	The product PRESENCEbasic includes a Managed WordPress described in the respective specifications published on the website of switchplus Ltd.
PRIVACY	The DOMAIN Option PRIVACY includes DOMAIN services as described in the respective specifications published on the website of switchplus Ltd., for PRIVACY
Registrar	A provider of domain name registration and administration services.
Registry	The organisation entrusted with registration and administration of domain names, which maintains the zone file for the TLD concerned.
Registry Operator	The entity entering into the Registry Agreement with ICANN, responsible for setting up and maintaining the operation of the Registry.
Reseller	An intermediate dealer between the Registry and Registrar.
SAFE	The DOMAIN Option SAFE includes DOMAIN services as described in the respective specifications published on the website of switchplus Ltd., for SAFE
Services	Full range of services and products of switchplus Ltd. according to these GTCs.
smart@work	The product smart@work includes the product Microsoft OFFICE 365 Business with the services installation support, migration support and customer support according to the specifications published on the website of switchplus ag.
Sponsoring Registrar	The sponsoring registrar for .ch and .li DOMAINS is switchplus 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 switchplus Ltd. and for all gTLDs to 1API GmbH.
Subscription period	The period, normally of 12 months or alternatively 2, 3, 4 or 5 years, beginning on the date of registration of a DOMAIN (registration confirmation) or the provision of Hosting Products and/or options with switchplus Ltd, or any subsequent period, for which the DOMAIN registration or the subscription for Hosting Products and options is renewed.
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 Products and options 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	The product TOOL covers 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 switchplus ltd., for TOOL
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 switchplus ltd. or from switchplus ltd. to another Registrar.
User ID	User identification, which is assigned to a customer or a Technical Administrator by switchplus ltd. in relation to their account.
WEB	The product WEB covers hosting services as described in the respective specifications published on the website of switchplus ltd., for WEB

**3. Validity of the GTCs; Entry into force of the contract; Applicable conditions**

By opening an account or making a request for registration or transfer of a DOMAIN to switchplus ltd. and/or by ordering Hosting Products/Option, you agree to the applicable GTCs, specifications and the current prices as shown on the switchplus ltd. website for the services according to these GTCs.

The offering on the switchplus ltd. website is without obligation. The contract with you as the holder of an account enters into force on 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 switchplus ltd. takes effect only upon registration confirmation. The contract on Hosting Products, Options and other services, takes effect only upon e-mail confirmation to you by switchplus ltd. The contract between yourself and switchplus ltd. shall be effective when you start using the services or Hosting Products of switchplus ltd.

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

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

**4. Services of switchplus ltd.**

**4.1. DOMAINS**

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

Registrations of DOMAINS: switchplus 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. switchplus 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. switchplus ltd. ensures that the customer named in the request is registered as the legitimate customer of the DOMAIN under the relevant conditions of the Registry or any Reseller. Current terms and conditions of the specification - DOMAIN and the 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, a 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 suspension and/or cancellation of the DOMAIN. You also agree that for each DOMAIN registration, you will notify switchplus 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 continual basis,

shall be considered a material breach of this Agreement and will be a basis for suspension and/or cancellation of the DOMAIN. Inquiries made by switchplus 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 suspension and/or cancellation of the DOMAIN. And 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.

Third Party Infringement: You represent 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")**

switchplus Ltd. represents an ICANN accredited Registrar, or a Reseller of an ICANN accredited Registrar and as such you acknowledge, understand and agree that switchplus Ltd. is bound by its agreement with its Registrar and thus also with ICANN. You acknowledge, understand and agree that switchplus 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/registant-rights/benefits>
4. To read the Registrant Educational Information at <http://www.icann.org/en/resources/registrars/registant-rights/educational>

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

For DOMAINS you attempt to register, you consent to switchplus 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 switchplus Ltd., you acknowledge, understand and agree to the terms and conditions of each Registrar, intermediary, Registry and/or organisation, which are expressly, 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 the current respective Domain Policies connected to the DOMAINS you have registered at switchplus 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.

For DOMAINS, you register through switchplus Ltd., 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. This obligation shall survive expiration or termination of this Agreement or the DOMAIN registration.

#### **4.1.4. Trustee services, Lease and Licensing of DOMAINS**

Trustee and Lease: If you as the customer do not meet the requirements for registration of certain DOMAINS, switchplus Ltd. will provide trustee services through a trustee or the lease of DOMAINS through a lessor. With the DOMAINS where switchplus Ltd. offers such services according to the respective specification, you cannot use the switchplus 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.

License Use of DOMAINS: You agree that if you intend to license use of a DOMAIN to a third party that 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 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**

switchplus ltd. supports you with the transfer of your DOMAIN to another Registrar and also from another Registrar to switchplus ltd., provided that all the relevant technical, legal and organisational conditions of switchplus ltd., any new or previous Registrar and the Registry and any Reseller concerned are met. For transfers to switchplus ltd. from another Registrar, the remaining subscription period is accepted, to the extent it is registered at the corresponding Registry. Usually the subscription period will be automatically extended for one year and accordingly invoiced. The fee incurred will be immediately payable to switchplus ltd.

#### **4.1.6. Availability of DOMAINS**

switchplus ltd. cannot guarantee the availability of a specific DOMAIN. This is the case even if the DOMAIN is shown as available on the switchplus ltd. website, since a registration may have been submitted at the same time 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 be registered for the moment. The expression of interest is free and without commitment for both parties. As soon as the registration of the desired DOMAIN will be possible for the public, you will be able to transform the expression of interest in a binding request for registration. switchplus ltd. cannot guarantee that the desired DOMAIN will be awarded to you. With the expression of interest, you agree that you cannot make use of 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 switchplus ltd. will try to register the DOMAIN with the Registry on the beginning of the public registration. If the request for registration was performed successfully and the DOMAIN is available in your user account, the corresponding invoice will be due. There is no right of withdrawal.

#### **4.1.9. Suspension, Cancellation or Transfer of DOMAINS**

You consent and agree that any registration of a DOMAIN shall be subject to suspension, 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 Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the DOMAIN.

### **4.2. DOMAIN Options**

#### **4.2.1. LINK**

With the DOMAIN Option LINK switchplus ltd. provides you with name server services as described in the respective specifications published on the website of switchplus ltd., for LINK.

#### **4.2.2. SAFE**

With the DOMAIN Option SAFE switchplus ltd. provides you with DOMAIN services as described in the respective specifications published on the website of switchplus ltd., for SAFE.

**4.2.3. PRIVACY – Collection, Use, Privacy of Information and the Option PRIVACY**

Registry Rights to Contact Information: You acknowledge, understand and agree that DOMAIN registrations require switchplus ltd. to provide correct and accurate contact information, in whole or in part, and this contact information is to be shared with the registry, for their use, copying, distribution, publication, modification and any alternate use provided for in their respective registry policies. You agree to disclose the registry's rights and obtain consent from switchplus ltd. That you provide correct and accurate contact information and consent that such information will be shared by the registry for whatever use the registry operator deems appropriate.

ICANN Whois Requirements: As required by ICANN, the contact information must be made publicly available by means of Whois, and that the registry may also be required to make this information publicly available by Whois and you agree to disclose and obtain consent for the following:

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 by ICANN Policy and may be sold in bulk as set forth in the ICANN agreement:

- (1) The DOMAIN
- (2) Your name and postal address
- (3) The name, email address, postal address, voice and fax numbers for technical and administrative contacts
- (4) The Internet protocol numbers for the primary and secondary name servers (and corresponding names of the name servers)
- (5) The original date of registration and expiration date, and
- (6) The identity of the registrar.

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

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

Whois Requirement for Resellers: If you are a Reseller of the Services you understand and agree that you have obtained consent, and evidence of consent, from your clients or Holders (individuals, businesses, and legal entities) for making public their domain registration information as well as use of their information pursuant to ICANN policy.

Consent of Personal Data: You hereby consent and give permission for all such requirements and disclosures 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, misuse, unauthorized access or disclosure, alteration, or destruction. You acknowledge and accept these additional terms for your Personal Data:

- (1) You understand the purposes which Personal Data collected and its intended use;
- (2) You understand the intended recipients or categories of recipients of the data (including the Registry and others who will receive the data from Registry);
- (3) You understand which data are obligatory and which data, if any, are voluntary;
- (4) You understand how the data can be access and, if necessary, rectified.
- (5) You understand and consent to the data processing knowing that 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 the Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

PRIVACY: By using the option PRIVACY, your personal data will not be published in the Whois database for a DOMAIN; however, the personal registration data will be deposited in escrow whenever it is required by the respective Registry and/or by ICANN policy. You are renting your DOMAIN via a lessor. The product PRIVACY includes without limitation what is stated in the according and latest version of the specification - PRIVACY and General Terms and Conditions (GTCs) as well as the "Privacy Service Agreement" on the website of switchplus ltd..



#### **4.2.4. DNSSEC**

With the DOMAIN Option DNSSEC switchplus ltd. provides you with DOMAIN services as described in the respective specifications published on the website of switchplus ltd., for DNSSEC.

### **4.3. Hosting Products**

#### **4.3.1. WEB**

With the product WEB, switchplus ltd. provides you with services within an online infrastructure, as described in the respective specifications published on the website of switchplus ltd., for WEB.

#### **4.3.2. TOOL**

With the product TOOL, switchplus 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 switchplus ltd., for TOOL and the applicable terms of use of the third-party provider.

#### **4.3.3. MAIL**

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

#### **4.3.4. HEX, HEXlight**

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

### **4.4. Hosting Options**

#### **4.4.1. SHOP**

With the Hosting Option SHOP, switchplus ltd. provides you in conjunction with the product TOOL with an online shop as described in the respective specifications published on the website of switchplus ltd., for SHOP and the applicable terms of use of the third-party provider.

#### **4.4.2. SECURE**

With the Hosting Option SECURE, switchplus ltd. provides you the opportunity to order SSL Certificates as described in the respective specifications published on the website of switchplus ltd., for SECURE and the applicable terms of use of the third-party provider.

### **4.5. PRESENCEbasic**

The product PRESENCEbasic includes a Managed WordPress described in the respective specifications published on the website of switchplus ltd.

### **4.6. smart@work**

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

### **4.7. DOMAINS, Options and Hosting Products**

Hosting Products and Options may only be taken together with a switchplus ltd. DOMAIN. If the DOMAIN is transferred to another customer, you may link in some cases the Hosting Products contract to another DOMAIN, although this must be obtained from switchplus ltd. If you no longer have a DOMAIN with switchplus ltd., the latter may terminate the Hosting Products contract without notice or compensation as described under clause 6.3.

## **4.8. General services**

### **4.8.1. Administration of DOMAINS, Options and Hosting Products**

An account is available to you on the switchplus 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 Products and/or Options like LINK, SAFE, PRIVACY and DNSSEC and perform the 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 termination and modify name server entries. switchplus ltd. passes on requests for DOMAINS to the relevant Registry, Reseller, or lessor monitors their execution and will report the completed execution of registration and transfers in your account to you.

### **4.8.2. Subscription renewals of DOMAINS, Options and Hosting Products**

During the term of the contract concluded with you, switchplus ltd. shall extend the subscription of the DOMAIN, Options and Hosting Products in 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 switchplus ltd. and you have no valid request for a partner transfer, transfer, or deletion of DOMAINS, or there is a timely cancellation of a Hosting Product or an Option.

You understand and agree that switchplus ltd. is not responsible for cancelled DOMAINS that you fail to properly renew under the following conditions:

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

If switchplus 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, switchplus 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 switchplus ltd. (as cleared funds) at least thirty (30) days prior to the expiration date of a DOMAIN, DOMAINS by default are set to be automatically renewed.

The default price for renewing or restoring a DOMAIN is published on the website of switchplus ltd.. Prices for renewing or restoring a DOMAIN are at the sole and absolute discretion of switchplus ltd. and can change without notice to you.

DOMAIN renewal notifications are sent to the holder of the expiring DOMAIN via the respective e-mail address over three separate notices, if the subscription renewal has not been paid resp. if the DOMAIN has not been deleted. The first e-mail is sent out approximately one month prior to a DOMAIN's expiration date. A second e-mail is sent out approximately one week prior to a DOMAIN's expiration date. And if a DOMAIN expires and is not renewed or auto-renewed, a third and final e-mail is sent to the holder of the DOMAIN on the fifth day post expiration.

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 responsibility alone. DOMAINS that expire will be removed from the respective Registry's root zone file and will no longer resolve. You acknowledge, understand, and agree to release and hold switchplus ltd. completely harmless against any claim for damage or loss arising from your failure to renew a DOMAIN.

switchplus ltd. as its sole discretion, for some DOMAINS, may allow a period of time after the expiration date for DOMAINS, to restore 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. switchplus ltd. will only restore a DOMAIN during this period upon receiving a written notice from you along with payment of the applicable restore fees. The Redemption Period for a specific DOMAIN can be reviewed at Appendix 1, which is subject to change at any time without notice

DOMAINs are deleted immediately after a DOMAIN's expiration date, however, for those DOMAINs with a Redemption Period enabled by switchplus Ltd., the DOMAIN will be deleted after the end of the respective period. Deleted DOMAINs will be released by the respective Registry and will then become available for registration on a first-come-first-served basis.

#### **4.8.3. Knowledgebase & Customer Service**

switchplus Ltd. supplies you with Knowledgebase (platform [www.switchie.ch](http://www.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 switchplus Ltd. Customer Service business hours and address details are published on the website of switchplus Ltd..

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

#### **4.8.4. Reports of abuse**

switchplus Ltd. offers a dedicated channel to report any abuse and analyses, verifies and treats such cases prioritised.

Abuse that has to be reported includes switchplus Ltd. 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 infringements are also classified as abuse and must be reported.

#### **4.8.5. Security/Maintenance/Migration**

switchplus Ltd. shall be entitled to undertake security-related updates and changes to the system components, requests and the Hosting Products and Option at any time. In addition, switchplus Ltd. can migrate data, which is stored on the web space within the use of a hosting product, to another provider.

Relating to the above actions switchplus Ltd. shall not be obliged to provide you with information in this respect. switchplus Ltd. reserves the right to undertake maintenance work at any time, which could cause operational interruptions in use of the account and/or the Hosting Products and/or Options. switchplus Ltd. will inform you as far in advance as possible of scheduled interruptions.

#### **4.8.6. Code of conduct**

During the provision of its services, switchplus Ltd. shall observe the code of conduct and the ethical standards that are customary within the sector.

#### **4.4. Pluspoints**

switchplus Ltd. offers for the payment of invoices the possibility to use Pluspoints. One Pluspoint corresponds to a credit of CHF 5 in your user account. Pluspoints can be acquired only in the 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 long as you still have at least one in DOMAIN in your switchplus 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.

One month after an account has been closed by containing no domains or products the Pluspoints will expire.

### **5. The customer's 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 switchplus 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 switchplus ltd. in your account and pay the fees. The same applies *mutatis mutandis* for all other services of switchplus ltd. By registering a DOMAIN, you automatically accept all GTC of the Registry as well as all legal regulations. You can also purchase other services from switchplus ltd.; they are subject to the applicable GTCs, specifications and prices.

### **5.1.2. Permission to collection and use of Registrant information**

#### Registry Operator Rights 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 Operator, for their use, copying, distribution, publication, modification and any alternate use provided for in their respective Registry policies.

#### ICANN Whois Requirements

As required by ICANN, the contact information must be made publicly available by means of Whois, and that the Registry Operator may also be required to make this information publicly available by Whois and you agree to disclose and obtain consent for the following ICANN policy:

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 by ICANN Policy and may be sold in bulk as set forth in the ICANN agreement:

- a) The DOMAIN
- b) Your name and postal address
- c) The name, email address, postal address, voice and fax numbers for technical and administrative contacts
- d) The Internet protocol numbers for the primary and secondary name servers (and corresponding names of the name servers)
- e) The original date of registration and expiration date, and
- 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 switchplus 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.

#### ccTLD Registry Requirements

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

#### Consent

You hereby consent and give permission for all such requirements and disclosures 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.

### **5.1.3. Trustees services and lease of DOMAINS**

When using Trustees Services, you are registered as the holder of the DOMAIN, however, an administrative contact is needed who meets the requirements for registration, usually place of residence/business requirements.

When leasing DOMAINS, because you as the customer do not meet the requirements for registration of certain DOMAINS, the contract partner of switchplus ltd. (listed below as the lessor) is the holder of the DOMAIN and is shown as such in the Whois database (This trustee service includes without limitation what is stated in the according and latest version of the specification and General Terms and Conditions (GTCs) of ngTLD PRIVACY Service on the website of switchplus ltd.). However, the personal registration data for a leased DOMAIN, will be deposited in escrow whenever it is required by the respective Registry and/or by ICANN policy. switchplus ltd. will directly deliver any kind of legitimate correspondence regarding the DOMAIN to you, as the customer. The lessor fulfils the registration requirement for the respective DOMAIN and leases it to you for the price published on the website of

switchplus ltd. The lessor pledges not to misuse the registration, in particular not to make an offer to you or the third party regarding the higher cost of the DOMAIN. The lessor pledges to transfer the DOMAIN to you or the third party as the holder without fees upon the customer's request. For your possible intellectual property rights in connection with the respective DOMAIN, you, the leaseholder, grants a license to the lessor for the use of the DOMAIN by the lessor exclusively according to the contract and if needed.

If the lessor, the administrative contact person or switchplus ltd. receive the order to release address information, switchplus ltd. will have to give the customer information to the respective authorities. If the lessor, the administrative contact person, or switchplus ltd. is asked to release or delete the DOMAIN or if there is an apparently legitimate warning or complaint, switchplus ltd. will delete the respective DOMAIN effective immediately and inform you about the deletion within 24 hours. The same applies when the DOMAIN or the web content is in violation of these GTC's or of the law of Switzerland or of the law of any country in the EU. Any other lapse of the registration requirements will result in the termination of the registration contract, trust deed and/or lease agreement.

#### **5.1.4. Legitimacy of registration/use of DOMAIN**

A request for registration of a DOMAIN represents a guarantee to switchplus ltd. that neither registration of the DOMAIN requested by you nor its use infringes any rights or valid legal standards and you have checked this.

switchplus ltd. does not check your right to registration and use of the DOMAIN and accepts no responsibility for you as the customer by dint of registration and administration of the DOMAIN.

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 in 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 Products and Hosting Options**

#### **5.2.1. TOOL**

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

#### **5.2.2. WEB**

The servers for the product WEB are located abroad, and you declare yourself to be in agreement with the corresponding export of data.

#### **5.2.3. PRESENCEbasic**

switchplus ltd. provides you with software from third-party producers. The licence rights are based on the terms and conditions of the third-party producer, to which you have agreed when you took up the product PRESENCEbasic.

#### **5.2.4. smart@work**

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

#### **5.2.5. SHOP**

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

#### **5.2.6. Duties incumbent on the customer in connection with the Hosting Products**

It shall be your duty to load your data onto the switchplus ltd. server for the purposes of the Hosting Products. You must produce your own security copies of data that you transmit to the switchplus ltd. servers or the servers of a third-party supplier. If switchplus ltd. has to recover secured data for you, you will be charged the associated costs at the rate published on the website of switchplus 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 shall 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 undertake to take all necessary action to ensure that third-party systems cannot be accessed or programs manipulated, and that they cannot be infiltrated by computer viruses 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. You shall be fully liable towards switchplus ltd. for all losses that are 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 official requirements and for obtaining the grant of official approvals, if this is necessary at present or in future in order for you to use switchplus ltd. services.

### **5.3. Prohibition of the inadmissible supply and use**

By ordering a service from switchplus ltd., you are guaranteeing switchplus 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 Product or Option 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 may not be distributed or made accessible via any DOMAINS as well as any Hosting Product or Option 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 (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 switchplus ltd. shall not be permitted. The following content in particular shall be inadmissible in connection with the services (although this list shall not be exhaustive):

- large file downloads / file-sharing / torrent trackers / peer-to-peer software, which 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 indications, in the opinion of switchplus ltd., of the 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 legal judgement, switchplus 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 else immediately terminate the contract without notice or compensation in accordance with clause 6.3. switchplus ltd. also reserves the right to claim damages if applicable.

If there is found to have been criminal conduct, switchplus ltd. shall bring the action or actions in question to the attention of the competent criminal authority. switchplus ltd. shall also fully support all official or court investigations of illegal behaviour, even if it is not directly affected by it, if the competent authority asks switchplus ltd. for its cooperation.

You shall in principle be prohibited from selling, leasing, loaning or otherwise making accessible to third parties the services obtained from switchplus ltd. You shall in particular be 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.

## **5.4. General rights and obligations of the customer**

### **5.4.1. Right of withdrawal**

From conclusion of the contract with switchplus ltd. for each separate DOMAIN, you may relinquish the following DOMAIN endings, Options and Hosting Products within 5 days via the account at no charge, i.e. you may request its termination and therefore withdraw 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, WEB, MAIL, HEX, HEXlight, PRESENCEbasic, smart@work, SHOP. For all other DOMAINS, Options and Hosting Products the right of withdrawal does not apply.

### **5.4.2. Account**

To make use of services of switchplus ltd., you need an account which can be opened on the switchplus ltd. website. You may use your account to purchase, terminate and administer services at any time. If you have several accounts, switchplus ltd. can consolidate them.

### **5.4.3. Administration authority**

You can administer your DOMAINS, Options and Hosting Products yourself by submitting the appropriate requests and performing modifications. The Technical Administrator whom you enter can submit requests for the registration of new DOMAINS and for the partner transfer of existing DOMAINS to switchplus ltd., order Hosting Products and Options, modify your name server entries and carry out any hosting/option 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 the specifications. You shall be liable to switchplus 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 switchplus ltd. harmless with respect to associated third party claims.

In the event of the death of a customer, switchplus ltd. shall only be obliged to provide information to heirs in relation to the access details for the services taken by the deceased customer against presentation of an official death certificate.

#### **5.4.4. Passwords and User ID**

When you open an account, switchplus ltd. will send you an e-mail message containing a link for confirmation. 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 completely liable for its misuse by third parties. switchplus ltd. is entitled to consider requests, modifications, administration and usage activities authenticated by your User ID and password resp. by your e-mail address which is inserted in the user account to be requests from you.

#### **5.4.5. 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 switchplus 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 for the entire contract period. You are obliged to notify within seven (7) calendar days of any changes to the full name, postal address, e-mail address and telephone number.

For switchplus ltd., only the data registered in the database is authoritative. switchplus ltd. is not obliged to take note of data communicated other than via the account or itself to conduct research for purposes 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, and as a result your identity can be determined only with disproportionate time and effort or if messages to you are undeliverable, switchplus ltd. is entitled to interrupt the service in question or to terminate a service without notice according to clause 6.3.

switchplus ltd. reserves the right to bill any costs, which result due to out-dated, incomplete or incorrect contact information. In particular, this refers to added effort in terms of address review and new billing including shipping etc.

#### **5.4.6. 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 lose any possible liability claims and other claims against switchplus ltd. in connection with any possible errors in the messages and/or processed requests.

#### **5.4.7. Communication**

Switchplus ltd. is free to choose the means of communication with you. Requests associated with the registration and administration of DOMAINS and also Hosting Products and Options may only be made via the account at [www.switchplus.ch](http://www.switchplus.ch). Exception of this is the e-mail communication from you to switchplus ltd. using the switchplus ltd. given e-mail address for the termination of all products, 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 can submit the request for the transfer of one or more DOMAINS to switchplus ltd. by phone. Switchplus ltd. will initiate the transfer request for you and you have the option to accept or reject the transfer request. In excess of these exceptions switchplus 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 switchplus ltd. function properly. You shall 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 switchplus ltd. are valid for an unlimited period.



## **6.2. Termination with notice**

You can terminate the contract with switchplus 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.

Contract termination takes effect when the appropriate request can be executed by switchplus Ltd.

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

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

The contract may also be cancelled 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 switchplus Ltd. as a DOMAIN holder or the Technical Administrator of a DOMAIN or user of a Hosting Product or an Option, but only as an account holder, the contract ends when you cancel your account.

## **6.3. Dismissal without termination by switchplus Ltd.**

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

- a) use of the DOMAIN is contrary to 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, do not comply with them anymore, or infringed upon them.
- d) revocation of the DOMAIN by the Registry;
- e) you do not reply to a message from switchplus Ltd. within its time limit;
- f) default despite a reminder or cancellation of the payment for the fee by you or your chosen payment provider.
- g) switchplus 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 danger that switchplus Ltd. might be legally liable due to registration or use of the DOMAIN or no security was paid you upon request of switchplus Ltd.;
- i) and at any time for another good reason.

The presence of one of the aforementioned reasons entitles and obliges switchplus Ltd. to undertake deletion of the DOMAIN or terminate the Hosting Products or, in the case of m) above, to transfer it to the third party named in the relevant decision,

In the event of breaches of contract under clause 6.3 para 1, may also take more lenient measures. Specifically, instead of immediate termination, switchplus Ltd. may first suspend the Options and/or Hosting Products or block the account, in order to give you the opportunity to comment on the grounds of termination and/or to remedy the situation.

Provided it is legally admissible, switchplus 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, transfer and dismissal without termination by switchplus Ltd. as described in clause 6.3, switchplus Ltd. shall not reimburse any remuneration for a subscription period on a pro rata temporis basis. Due remunerations shall still be 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; switchplus Ltd. does not provide any responsibility for that.

For the termination with notice of several years callable subscriptions by switchplus ltd. for the above clause 6.2, the fees for the on-going subscription period will be refunded to you by switchplus ltd. on a pro rata basis.

If the cancellation or the transfer of your DOMAIN or the termination of the hosting products and/or Options do not take place until 35 days before the end of the current subscription period, you owe the payment for the subscription renewal. Any delays with DOMAINS between the submission of an application and the go through of the execution by the Registry will be at your expense.

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

After the contract ends, switchplus ltd. shall be entitled to delete all your data. You shall be responsible for securing your data in good time. In the event of immediate contract termination without notice, the data shall 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, switchplus ltd. shall take the due care that may be expected of it, given the large number of contractual relationships. switchplus ltd. shall 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 switchplus ltd. guarantee or warrant that the contractually agreed services are readily usable on all end user equipment.

### **7.2. Liability**

switchplus ltd. is liable for damages caused by intention or gross negligence. switchplus ltd. is not liable for other direct or indirect damages. This applies regardless of whether a contractual claim, a claim for tortious acts (including negligence) or any other claim is involved; this also applies if switchplus ltd. has been informed of the possibility of such damages.

switchplus ltd. reserves the right to raise the defence of shared responsibility by the injured party in all cases. Any compensation obligation by switchplus ltd., its employees, agents and any third parties brought in by switchplus ltd. is limited in each case for products to a maximum value of CHF 500.00 per incident, as well as for the rest of the services to a maximum value of no higher than the annual fee, in so far as permitted by law and independently of the legal grounds

You shall be liable to switchplus ltd. and must hold switchplus ltd. harmless in the event of any third-party claims, including court costs and legal fees, which in connection with the services obtained by you from switchplus ltd. are brought against these services. switchplus ltd. can request a security deposit from you in advance in this regard.

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

### **7.3. Force majeure**

In cases of force majeure, i.e. if switchplus ltd. is prevented from complying with one or more obligations under this contract for reasons which cannot reasonably be controlled by itself and by any third parties brought in by it, 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 start-up period therefore, it is exempt from performance of the obligation(s) concerned and is not liable for any direct or indirect damages 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, switchplus ltd. has the right to the fees in Swiss francs published on its website. The compensation for the services of switchplus ltd. is owed in advance. It has the right to the fees for subscription renewal unless you have requested termination or this request is made via an account up to 35 days before the current subscription period.

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

switchplus ltd. may adjust the fees to the higher Registry prices of the Registry, any Reseller or increased public dues, charges or taxes at any time with effect from the next subscription renewal.

Individual TLDs offer the opportunity to reactivate deleted DOMAINS for a certain period of time following deletion again for the previous holder. If offered, switchplus ltd. shall make use of this opportunity for your application. switchplus ltd. is entitled to bill a special fee for this purpose according to the published rates on its website. In addition, you are liable to pay to switchplus ltd. for any reactivation fees from other Registries or Registrars according to their applicable conditions.

For assisting in reactivating or restoring a website hosted on switchplus ltd., switchplus ltd. has the right to charge a special fee.

For a transfer to switchplus ltd. from another Registrar, there is 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 switchplus ltd. the subscription period can be automatically renewed by one year and you will be billed for it correspondingly. This annual fee is due immediately.

### **8.2. Invoicing**

You will receive the invoice by e-mail in PDF-format. If you would like to receive the invoice by post, then this is subject to a charge, as per the prices published on the website of switchplus ltd. Any bank or post office charges incurred by switchplus ltd. will additionally be invoiced to you. All invoices associated with switchplus ltd. services must be settled within a period of 30 days as of the invoice date. The offsetting of reciprocal obligations of the contractual parties is excluded.

The invoice for the extension of the contract for a further subscription period will be produced 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 switchplus ltd. website,
- c) payment using deposit slip (with option paper invoice).

switchplus ltd. may restrict or extend certain payment methods at any time. switchplus 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. switchplus ltd. sends at least one reminder. In this case, you have to cover the costs of switchplus ltd. for reminders and any collection costs, including court costs and legal fees.

If no payment is made even after a reminder, switchplus ltd. shall be entitled to block the account, and if it wishes, to suspend all other services and in particular to delete all registered DOMAINS, or to terminate the contract immediately without notice or compensation as described under clause 6.3. switchplus ltd. accepts no liability for any of your losses, claims etc. arising as a result of the block or suspension of the services or of the immediate notice. The service may be reinstated subject to a flat rate charge published on the website of switchplus ltd., following receipt of the payment for the charges owed, including the flat rate charge.

switchplus Ltd. further reserves the right to commission a debt collection agency and / or a solicitor's office with the collection of the outstanding payments. In that case, you will have to bear the costs for the enforcements of receivables which consist of legal advice, address research and telecommunication, as well as the flat fee for the reminders and administration. If there is no payment after the debt collection attempts out of court, a prosecution, the enforcement through legal actions as well as the created costs are reserved.

## **9. Dispute resolution on 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 the 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 therefore the Registry Domain Policies, URS, and UDRP are hereby incorporated into this Agreement by reference.

You acknowledge, understand, and agree that switchplus 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, 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, the DOMAIN in question may be locked, cancelled, or transferred to a third party.

For the adjudication of disputes concerning or arising from use of a DOMAIN, you shall 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 switchplus Ltd., you will indemnify, defend and hold switchplus Ltd. harmless as provided for in this Agreement. You also agree that if switchplus Ltd. receives a complaint from a governmental, administrative or judicial body, regarding a DOMAIN registered by you using switchplus Ltd., that switchplus Ltd., in its sole discretion, may take whatever action switchplus 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 switchplus Ltd. harmless for any such actions.

## **10. Data protection**

switchplus Ltd. uses and processes your personal data for contract performance. This includes:

- a) transmission of your data to third parties, such as the relevant Registry or any Reseller for registration purposes or other contract performance;
- b) publication in the respective Registry's Whois database, which is accessible to the public;
- c) use for information purposes in connection with new services from switchplus Ltd. or its parent or subsidiary companies, and for market research purposes for itself and third parties.

These purposes also include data processing and data communication abroad. In particular, switchplus Ltd. may have a duty to pass certain documents of yours to the Registry or any Reseller or third party. switchplus Ltd. will keep all commercial correspondence, supporting documents, titles and log files by domain names for 10 years from the date of cancellation of registration. On request, switchplus Ltd. will communicate this information to the Registry. By opening an account, you state your agreement explicitly or by conclusive action to the processing of your personal data and a handover obligation according to this clause. You may withdraw your agreement to data processing according to c) in your account by deleting the tick in the box provided.

switchplus Ltd. will also take reasonable measures to protect your personal details and will not disclose them to third parties or use them without your agreement for other than the prescribed purposes, except in anonymised form.

## **11. Intellectual property**

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

## **12. Concluding provisions**

### **12.1. Amendments to the GTCs**

switchplus ltd. is entitled to amend these GTCs and/or the specifications as well as the prices published on the website and thereby the performance characteristics of the services at any time. If you are not in agreement with the new or amended conditions, you have the option of avoiding their application to you by terminating the contract for your DOMAIN, Options and Hosting Products 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 switchplus ltd. at least 30 days before they take effect. The publication is agreed to be sufficient notice. The amended GTCs and/or specifications enter into force on the published date, unless otherwise specified in any transitional provisions. The GTCs, specifications and prices are permanently available on and downloadable from the website of switchplus ltd..

### **12.3. Transfer of contractual rights and obligations**

switchplus 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, this shall 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**

gTLDs: You consent and agree that for the adjudication of disputes concerning or arising from use of a gTLD, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile and (2) the switchplus ltd. venue Zurich.

All Services Other than gTLDs: The contract with you and in particular these GTCs are governed by and construed in accordance with Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The sole legal venue is Zurich.