

General Business Conditions (GBC)

Hosting Reseller

Contents

- I. Scope of application and effect***
- II. Prices and conditions of payment***
- III. Beginning and duration of the contract***
- IV. Renewal and termination of the contract***
- V. Webland's range of services***
- VI. Customer's obligations and responsibilities, conditions of use***
- VII. Liability and warranty***
- VIII. Final clauses***

I. Scope of application and effect

1. The subject matter of these General Business Conditions are all hosting offers and services delivered by Webland AG (hereinafter referred to as "Webland").
With the order of a product or service and with the use of a product or service, the customer (hereinafter referred to as "Customer") accepts these General Business Conditions in all points without reservation.
2. Changes and/or additions to these General Business Conditions take effect with their online publication under www.webland.ch. With the use of services, the Customer accepts the terms and conditions in force.
3. An integral part of these terms and conditions is our data protection declaration (published at www.webland.ch). The customer accepts the privacy policy by accepting these terms and conditions.
4. If Webland lowers prices, it may adjust any discounts granted before the price reduction.
5. These General Business Conditions "GBC Hosting Reseller" shall apply to all customers with the „Webland Hosting Reseller“ status. This status is automatically achieved when the Customer uses at least three hosting subscription services under the same customer number.
6. The Customer undertakes to comply with the conditions of use.
7. If the Customer should offend against one or more points of this agreement, Webland is entitled to suspend the use of services and/or terminate the contract immediately (without any compensation) and therefore to delete the domain name and release it for registration. Webland reserves the right to make claims for damages.
8. In addition there is a code of conduct that applies, specified by leading Swiss hosting providers, held in the so-called „[Hosting Code of Conduct](#)“.

For domain registrations and xDSL services, the General Business Conditions shall apply: GBC domain and GBC xDSL.

II. Prices and conditions of payment

1. The current prices are published online under www.webland.ch. Webland reserves the right to change the prices at any time.
2. The prices published are immediately effective for newly signed contracts. Renewed contracts are subject to the current prices published at the moment of their renewal.
3. If Webland lowers its prices, it can adapt all discounts granted before the fall in prices.
4. The prices are inclusive of the legal Swiss Value Added Tax at the tax rate in force.

5. Discounts shall be given to hosting resellers according to the explanation on Webland's website under the partner programs „Webland Hosting Reseller Program“.
6. The accounts settled by Webland are done on a quarterly basis (the beginning of the contract is the date when the order was placed by the Customer).
7. In general, payments are to be made in advance. Invoices are to be paid by the payment date printed on the invoice.
8. In case of non-fulfilment of its conditions of payment Webland shall charge default interest of 5%. With the second reminder, additional cost-effective fees for handling shall become due for handling. In case of non-fulfilment of its conditions of payment Webland is entitled to instruct third parties to collect payments.
9. In case of delayed payment Webland is also entitled to suspend the use of services and/or to terminate the contract immediately (without any compensation). The reinstallation of services shall be charged with a flat rate of CHF 50.-- and shall be done only after payment of the fees and flat rate.
10. The prices include the delivery of the ordered services according to the description under www.webland.ch.

III. Beginning and duration of the contract

1. The contract shall take effect immediately after receipt of the Customer's online order by Webland. The receipt of a written contract confirmation is expressly renounced.
2. The electronic transmission of an online order implies that the Customer accepts all conditions of the contract.
3. The contract is concluded for the duration of 1 year.
4. Webland gives a 30 days' money back guarantee on hosting fees. Fees for options, additional services and domain names are explicitly excluded.
5. If the Customer fails to comply with one or more points of the contract, Webland is entitled to terminate the contract immediately.

IV. Renewal and termination of the contract

1. Before the contract expires, Webland usually sends to the Customer a reminder for contract renewal.
2. If the contract is not terminated within the period stipulated, it shall be automatically renewed for 1 year.

3. The contract ends with its written termination by one of the two parties within the period stipulated.
4. The period of termination is 30 days upon end of quarter (31. March, 30. June, 30. September, 31. December). The termination notice shall be submitted in writing by registered letter or online through the system Configurator.
5. The period of termination for additional hosting services or options is 30 days upon end of quarter (31. March, 30. June, 30. September, 31. December).
6. In case of failure to comply with one of the conditions of the contract, Webland reserves the right to terminate the contract immediately and suspend all services.
7. In case of termination under one year, the Customer is not entitled to a pro rata temporis reimbursement of fees paid.
8. After expiration of the contract, all data shall immediately be deleted by Webland. It lies within the Customer's responsibility to make a data backup in due time.

V. Webland's range of services

1. According to the offerings described on Webland's websites, Webland provides the Customer with memory and server services in an Internet based datacenter (www.webland.ch). The Customer may use the memory and server services for its purposes as stipulated under Point VI.
2. On request Webland is providing its customers with the Homepage Tool "Website Builder" either in a free or paid version, according to the specification of services under www.webland.ch.
For the use of the modules "Online Store" and "Comment" a registration with the relevant third party Ecwid Inc. (www.ecwid.com) or Disqus Inc. (www.disqus.com) is required. The operation of these modules and their content is fully provided by these third parties and is subject to their corresponding terms and conditions. Webland can not be held liable for interruption-free operation.
3. Webland's offerings and prices are not binding. Webland may change any of its offerings, additional services and their prices at any time, observing the period of termination stipulated under Point IV.
4. Webland attaches great importance to a high level of reliability and endeavors to deliver its services without faults and interruptions and within the scope of its operational resources. If possible, Webland informs its customers in good time about foreseeable interruptions required for maintenance work, service improvements, implementation of new hard- and software and trouble-shooting.
5. Domain names are registered by Webland with the supreme registrars or with a third company on the Customer's instructions. Domain names are registered under the name given by the Customer. Domain name services are subject to the General Business Conditions: GBC domain registration.

6. Services received from Webland may be sublet to third parties only by customers with a „Webland hosting reseller“ status (see Point I.3.). Webland hosting resellers are not allowed to sublet individual subscriptions either. Therefore a separate hosting subscription must be operated for each hosting used by a third party.
7. Webland is allowed to inspect the Customer’s data (website / e-mails) for maintenance and support work required. All data shall be treated with strict confidentiality.

VI. Customer’s obligations and responsibilities, conditions of use

A. General information

1. All service offers and their use are subject to the Swiss law. Particular attention must be given to the revised Swiss Telecommunication Act (FMG) which has become effective on April 1, 2007. See Point 4 "Mail server (E-Mail)".
2. The Customer undertakes not to transmit or make accessible its personal user identification codes to third parties. The identification of a Customer is done exclusively on the basis of user identification codes.
3. The Customer undertakes to give correct and complete information and to keep it constantly up-to-date. Customer information can be updated by the Customer itself with the hosting administration tool „System Configurator“. Communication with the Customer is done exclusively through the data registered by the System Configurator. Webland is by no means obliged to make inquiries about the exactness of information. This particularly applies to the deliverability of invoices.
4. It is up to the Customer to upload its data on the server.
5. It is up to the Customer to make backup copies of its data (website, e-mails, databases, etc.). Webland recommends the Customer to make regular external backup copies of its data.
6. Webland makes regular backup copies of the data registered on its servers. Backup copies are a reproduction at a certain moment in time. In individual cases, backup copies cannot be made due to technical dysfunctions.
The restoration of data shall be calculated at cost.
7. The Customer is fully responsible for the information published on the Internet. In particular, it is not allowed to:
 - offer any erotic, pornographic, immoral, racist or other material against the Swiss or international law on the Webserver.
 - create links to information as described under Point VI. A. 6.
 - archive, copy or distribute legally protected software.
 - provide information which offends against the copyrights of third parties.

8. The Customer undertakes to use the server only in accordance with Webland's instructions and conditions of use and is liable for any damages it causes to Webland or other server users by infringement.
9. The Customer undertakes to answer for any claims and damages asserted against Webland due to the delivery of customer data or the use of servers or software by a third party's customer. If a third party should ask for an injunction against Webland due to the Customer's data, Webland is entitled to block the access to its data until the Customer has undoubtedly proved this claim to be unjustified.
10. If necessary and reasonable, the Customer shall be involved in changes, for example, due to an adjustment of website codes.
11. If the Customer should offend against one or more points of this agreement, Webland is entitled to suspend the use of services without announcement and/or to terminate the contract immediately (without any compensation). Webland reserves the right to make further claims for damages.

B. Webserver

1. Resources such as memories, RAM, data transfer capacity, etc. may be used exclusively for the proper operation of a hosting or website. Resource-intensive data, downloads and software are generally not allowed. This particularly includes, but not exclusively music, films, high-definition pictures and graphics, games, software, streaming, banner/chat/file-sharing programs, (backup) copies of external data, etc. Webland reserves the right to set limits for the use of resources.
2. All applications used on the server must be conceived and realized in such a way that the server's stability, performance and safety are not compromised. The evaluation of criteria lies in the sole responsibility of Webland. The Customer must regularly check if its websites and applications meet the requirements for shared hosting.
3. If a website (virtual server) or the applications used (scripts, etc.), the safety, integrity or availability of networks, servers, software or data, whether caused by the Customer itself or by a third party's misuse (for example by the use of unprotected forms, guestbooks, etc.), Webland may immediately suspend this service without announcement.
4. The Customer must ensure that the applications used (scripts, etc.) cannot be misused by third parties (hackers, spammers) by taking appropriate safety measures.
5. The Customer undertakes to inform itself about safety gaps in its applications and to stop any safety gaps known to it.
6. A Customer who uses its own applications (scripts, etc.) is responsible for their correct functioning. In case of suspected dysfunctions, Webland is entitled to deactivate the rights of execution until the Customer has eliminated the fault or has proved its applications to be working properly.

7. The use of software which has a negative effect on other systems is not allowed (for example network scanner, Bruteforce software, etc.).
8. The operation of download sites is not allowed.

C. Domainnamen

1. The Customer assures Webland of possessing the right to use the domain name hosted.
2. If third parties make plausible that contents of a website or a domain itself violate their rights or if, on the basis of objective evidence, it appears probable that legal regulations are violated by domains or contents, Webland may suspend the use of all services for as long as the violation of rights or litigation with the third party lasts.

D. Mailserver (E-Mail)

1. The Customer undertakes not to send or to have sent any advertising e-mails in any form without the express consent of the respective recipient. This particularly applies to cases where such e-mails with the same or similar contents are spread in masses (spam).
2. It is forbidden to send e-mails with a false sender's address or to disguise the sender's identity in any form whatsoever.
3. Mailboxes may be used exclusively for the management of e-mail stream. It is forbidden to use mailboxes as a memory for other files or data.
4. Webland reserves the right to limit the size of incoming and outgoing e-mails as well as the maximum number of recipients.
5. It is not allowed to send e-mails to the extent that the server's stability and safety may be affected or compromised (mass e-mails, mailing lists).
6. It is forbidden to promote websites or domain names in mass e-mails administered by Webland or stored in Webland's computer center.
7. It is forbidden to archive and spread computer viruses.
8. The Swiss Telecommunication Act which has become effective on April 1, 2007 in a revised form is also applicable.
The Article 45a "Unfair mass advertising" was, among other things, integrated into the 7th Chapter „Telecommunications Secrecy and Data Protection".
This article is governed in the "Article 3, Letter o" of the "Swiss Federal Law against Unfair Competition (UWG) of December 19, 1986". The contents of Article 3, Letter o of UWG says, among other things, that mass e-mails may be sent to addresses only if they have given their express content or if they are existing

and active customers.

Caution: Infringements are a punishable offence (see UWG, 4th Chapter: penalty clauses) !

Unfair advertising and selling methods and other illegal conduct. Unfair competition is committed by "anyone who sends mass advertisement without a direct connection to a requested content by means of telecommunication and does not obtain the prior consent of the customer, or state the correct sender or point out to an unproblematic and cost-free way to refuse; anyone who, when selling goods, works or services obtains customers' contact information and indicates the possibility of refusal is not acting unfairly if he sends this customer, without the latter's consent, mass advertising for his own similar goods, works or services."

The complete legal texts can be found under www.admin.ch FMG bzw. UWG

E. Databases

1. The use or access to subscribed databases (MySQL, MS SQL, MS Access etc.) is permitted only in conjunction with the relevant hosting offer.
2. It is forbidden to give access to databases for external websites not hosted by Webland.

VII. Liability and warranty

1. The services delivered by Webland are used at the Customer's risk. Webland accepts no responsibility for damages caused to the Customer by the delivery or transmission of its data or other information on the Internet.
2. Webland accepts no responsibility for direct or indirect damages due to technical problems, server breakdown, data loss, transmission errors, data insecurity or for other reasons. Webland can by no means be held liable for lost benefits and subsequent costs.
3. Webland is not responsible for damages and abuse committed by third parties.
4. Webland cannot be held liable for safety faults and operation failures caused by Webland's internal network, the telecommunication network of Swisscom AG and other network operators or by the Internet.
5. Webland gives no warranty for a faultless operation of the services offered. It cannot guarantee the quality of data nor the uninterrupted and permanent operation of such services at a certain moment.
6. If Webland should be faced with costs incurred by lawsuits relating to Webland's domain names or contents, it shall have recourse to the Customer for the full costs.
7. Webland shall assume no costs for services delivered by third parties. In case of problems relating to hosting services, Webland must always be contacted in the first place.

VIII. Final clauses

1. For the duration of this contract, the Customer has the intransferable and not exclusive right to use Webland's services. All immaterial property rights remain entirely with Webland or third licensors.
2. The transfer of a contract to third parties can be done only with Webland's agreement. The transfer from Webland to a legal successor is explicitly excluded from this regulation.
3. These General Business Conditions are exclusively subject to Swiss law. The place of jurisdiction is CH-4144 Arlesheim (Switzerland).
4. Should one of the provisions of these General Business Conditions be ineffective, the contract will continue to exist and the effectiveness of the other provisions will remain unaffected. The ineffective provision is to be replaced by a regulation whose effects come as close as possible to the aim pursued with the ineffective provision.
5. In the event of inconsistencies or questions of interpretation between the German and the English versions of these General Business Conditions, the German version shall prevail.



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