

GENERAL TERMS AND CONDITIONS OF SERVICE OF SWIZZONIC

These General Terms and Conditions of Service of Swizzonic, together with the documents referred to below, govern the provision of the Services (hereinafter also "Service(s)") offered by Swizzonic SA with registered office in Badenerstrasse 47 CH-8004 Zurich (Switzerland), VAT number CHE-114.860.191 (hereinafter also "Swizzonic" or the "Company") to Customers (hereinafter also "Customer(s) or "Billing"). The Customer and Swizzonic shall hereinafter also be referred to as the "Parties".

Art. 1. Contractual documents

1.1 The following documents form an integral and substantial part of the contract (hereinafter the "Contract") between Swizzonic and the Customer:

- a) Order Form or Activation Request (hereinafter also "Order");
- b) Service Order (hereinafter also "SO"), containing the specific terms and conditions of the individual Service requested by the Customer (published on <https://www.swizzonic.ch/company/legal/?lang=en>);
- c) General Terms and Conditions of Service (hereinafter also "GTC") (published at <https://www.swizzonic.ch/company/legal/general-conditions-of-service/?lang=en>);
- d) Swizzonic's Privacy Policy (published at <https://www.swizzonic.ch/company/legal/privacy-policy-cookies/?lang=en>);
- e) Product Sheets, the web pages of Swizzonic available at www.swizzonic.ch (hereinafter also "Website") or the information material brought to the knowledge of the Customer that describes the functionalities, costs and characteristics of the products and services offered to Customers by Swizzonic.
- f) Personal Data Processing Agreement (published https://www.swizzonic.ch/wp-content/uploads/2022_05_19_Personal-Data-Processing-Agreement_Template_online.pdf);
- g) Regulations and Conditions for Promotional Offers of Swizzonic (hereinafter also "Regulations for Offers") (published at <https://www.swizzonic.ch/help/rules-promotional-offers/?lang=en>)

1.2 In the event of a conflict between these GTC and the individual SO, the latter shall prevail.

1.3 If the Customer requests the activation of Services on behalf of third parties or Trial Services, the provisions contained in Section I ("Provisions for the request for Services by the Customer on behalf of third parties") and/or Section II ("Provisions for Trial Services") of these GTC, of which they form an integral and substantial part, shall apply, respectively.

Art. 2. Languages

2.1 The languages available to conclude the Contract are English, French, German and Italian. In case of conflicts, the English text will prevail.

Art. 3. Conclusion of the Contract

3.1 The Contract with the Customer is concluded upon receipt of the Order correctly filled in and sent by the Customer to Swizzonic, together with payment of the fee for the Services requested, unless otherwise provided for in these GTC or in the SO relating to the Services themselves.

3.2 The Customer, once registered on the Website according to the following Art. 4 (Registration procedure - User ID and Password), can purchase the products and services of Swizzonic described in the Product Sheets, adding the products and services of his or her interest to the cart, completing the Order in electronic format and sending it to Swizzonic as described below. In the shopping cart, the Customer can view the selected products and services, including the cost of each of these, the total cost of the Order and the contractual conditions applied to the products and services. Before submitting the Order to Swizzonic, the Customer can add or delete products in the cart, correct any errors in the data entry, go back to the previous page or continue with the purchase.

3.3 The Customer shall confirm that he/she has read and accepted the contractual documentation, and indicate or confirm a billing address and choose a payment method from those made available by Swizzonic. The Customer acknowledges and accepts that the log files of Swizzonic stored in accordance with the law constitute full evidence of the Customer's consent to the conclusion of the Contract.

3.4 Upon receipt of the Order, Swizzonic shall send the Customer an order confirmation, containing a summary of all information relating to the products and services purchased.

3.5 Insofar as they are expressly referred to in these GTC or are mandatory conditions, the provisions of the Swiss Code of Obligations apply to any purchases of products and services by the Customer.

Art. 4. Registration and purchase procedures - User ID and Password.

4.1 Before making a purchase, the Customer must register on the Website by creating a personal account with Swizzonic, i.e. with the use of an User ID and Password (hereinafter also "Authentication Credentials"), following the instructions given at this <https://controlpanel.swizzonic.ch/welcome.html?chglng=eng>. Alternatively, the Customer can register on the Website directly during the purchase process. When completing the registration procedure and the purchase of Services, the Customer undertakes to provide the requested data, whether personal or not, in a correct and truthful manner.

4.2 The registration procedure for the Services is completed electronically. The Customer may only choose to communicate his/her data by telephone to a Swizzonic operator, instead of electronically, in those cases permitted by Swizzonic. In the latter case, the Customer undertakes to follow the instructions of the Swizzonic operator, as well as the procedure indicated on Swizzonic's Website. After having communicated the necessary registration data to the operator by telephone, the Customer will be given access to a web page hosted on a secure server where the data communicated to and entered by the Swizzonic operator will be published and it is the Customer's responsibility to verify this data before confirming the registration. The confirmation must be communicated to Swizzonic within 10 calendar days, after which, in the absence of confirmation, Swizzonic will be released from any contractual obligations to the Customer. The confirmation shall in any case release Swizzonic from any liability regarding the data provided by the Customer. Upon activation of the Service by the Customer during registration via telephone, Swizzonic shall send the Customer an email with a link to the Customer control panel where the Customer may set his/her preferred User ID and Password. The Customer acknowledges that such User ID and Password constitute the Authentication Credentials for the Customer's access to the Services.

4.3 In all cases - whether by electronic or telephone registration - the Customer undertakes to inform Swizzonic within five working days of any changes in the data communicated at any time. If the Customer communicates inaccurate or incomplete data, Swizzonic has the right not to activate and/or suspend the Services until the Customer rectifies such shortcomings. Swizzonic reserves the right to do the same also in the event that competent bodies (e.g. banks or credit card holders) contest the payments made by the Customer to Swizzonic.

4.4 The Parties acknowledge and agree that the Customer's User ID and Password are the only means of identifying the Customer when accessing the Services. The Customer therefore acknowledges and agrees that all acts performed using the aforementioned User ID and Password shall be attributed to him/her and shall be binding on him/her. The Customer acknowledges that he/she is solely and exclusively responsible for the acts performed using his/her User ID and Password and undertakes to keep them secret and to guard them with due care and diligence and not to pass them on, even temporarily, to third parties.

4.5 In any case, the Customer accepts that the computer and/or electronic recordings made by Swizzonic and/or its suppliers may be challenged and used before any competent authority for all evidential purposes pursuant to and for the purposes of these GTC and that, in particular, the parties may use them as the basis for suitable evidence regarding the existence of the reports and/or acts that are the subject of any dispute.

Art. 5. Nature of Services, fees and payments

5.1 The nature and type of Services provided by Swizzonic to the Customer are described in the individual SOs relating to the Services and in the pages describing the Service. The fees for the Services and the terms and methods of payment of the fees are those set out in the SO or in the commercial offers available on the Website or brought to the Customer's attention. All fees, unless expressly specified otherwise, are expressed in Swiss francs.

5.2 The Customer has the option of choosing between the various payment instruments authorised by Swizzonic and indicated on the relevant information page on accepted payment methods (published at <https://www.swizzonic.ch/company/payment/?lang=en>). The Customer may at any time choose a new payment instrument from the options indicated by Swizzonic and modify the payment data as necessary.

5.3 All tax charges arising from the Customer's use of the Services shall be borne exclusively by the Customer.

5.4 Invoices for the renewal of Services for a further subscription period will be issued 54 days before expiry of the current Services and sent via email to the email address indicated in the Customer's personal account. Such invoices shall be paid by the Customer within 30 days of the invoice date.

5.5 If payment is not received or not received in full by the payment deadline, the Customer shall be considered to automatically be in default. In such cases, Swizzonic reserves the right to send at least one reminder. Swizzonic shall charge the Customer CHF 9.50 for any reminders that are sent to the Customer.

5.6 In the event of a payment delay on the part of the Customer, Swizzonic reserves the right to suspend the provision of Services and the Customer, without the need for formal notice, will be required to pay default interest in the amount of 5% per year, without prejudice to the right of Swizzonic to compensation for any greater damage.

5.7 If the Service is set up with the automatic renewal mode in accordance with the provisions of the following Art. 8 ("Duration, renewals and termination") and the Customer has associated a credit card to his/her account, the Customer acknowledges that the corresponding credit card data will be associated with the Customer's account for the management of future payments, unless a change request is made directly by the Customer on his/her control panel. The credit card data in question will be stored for the management of subsequent payments by a company duly PCI-DSS certified that will perform this service on behalf of Swizzonic. The Customer also acknowledges that in the event of renewal, the list price published under <https://www.swizzonic.ch/company/pricelist/?lang=en> and in force on the date of renewal shall apply.

5.8 In the event of automatic renewal of the Services, the Customer expressly authorises Swizzonic to charge the fees for the Services on a periodic basis, on the basis of the renewal times envisaged for the individual Services and/or on the basis of the Customers' requests. It is understood that, in the event of failure to terminate the Services prior to the expiry date, the Contract shall be deemed renewed and no reimbursement of the amount paid at renewal shall be made by Swizzonic.

Art. 6. Use of Services and Customer responsibility

6.1 The Customer undertakes to use the Services with the best diligence, respecting the rules of use indicated in the SO and in such a way as not to compromise the stability, security and quality of the Services. Swizzonic reserves the right to suspend or terminate the Customer's access to the Services if: (i) the Customer materially or repeatedly violates this Contract; (ii) Swizzonic is required to do so to comply with a law or an order of a public authority; or (iii) Swizzonic reasonably believes that the Customer's conduct will result in damage or liability to another Customer, a third party or Swizzonic itself. In this case, in order to clarify to the Customer the reasons underlying its decision and to ensure a fair hearing with the Customer, Swizzonic will provide the Customer with at least 7 days notice by email, giving the Customer the opportunity to object to the decision within the same period by email or through other channels indicated by Swizzonic. In case of clarification provided by the Customer, Swizzonic will take it into account in its final decision whether or not to suspend the Service, which will be communicated to the Customer by email. It is understood that the notice shall not be due when it is incompatible with compliance with any applicable law or with the order of any public authorities on which the suspension is based, or where Swizzonic has reasonable grounds to believe that the notice may aggravate damages or liabilities for another user, a third party or Swizzonic itself, or may compromise the stability, security and quality of the Services offered.

6.2 The Customer undertakes not to use the Services for unlawful purposes and not to violate in any way any applicable national and international laws and regulations. In particular, the Customer undertakes not to distribute or make accessible, and not to allow third parties to distribute or make accessible, content that violates privacy, copyright and intellectual property rights, or pornographic content, content that incites racial hatred, that is blasphemous or offensive, or that may in any way damage or endanger the image of third parties or Swizzonic. In addition, the Customer undertakes not to engage in hacking through the Services or their access to the Internet. The Customer guarantees that it will not engage in spamming, i.e. the sending, via email, of communications that are unauthorised, unsolicited and/or unsolicited by the recipients. Swizzonic points out that this practice is prohibited also by the legislation on the protection of privacy. Swizzonic stresses, moreover, that it will hold the Customer responsible even if the illegal spam activity is carried out through different email addresses from the one acquired through Swizzonic which also involves indirectly a Swizzonic Service and/or directly the technical structure of Swizzonic (for example: unauthorized promotion of a website hosted by Swizzonic).

6.3 Without prejudice to the foregoing, and without prejudice to the cases of express termination provided for in this Contract, where Swizzonic has reasonable grounds to believe that the Customer is performing activities in breach of his/her obligations under this Contract or otherwise uses the Services in violation of the rights of third parties, including on the basis of reports by third parties, Swizzonic may grant the Customer, also by email, a deadline within which to remedy the alleged breach, or to provide documentation and information proving compliance with the Contract and with the regulations in force governing the correct performance of the activities carried out through the Services. In the event of failure to reply, or if the Customer does not prove the proper execution of the Contract and compliance with legal obligations, Swizzonic shall have the right to immediately terminate the Contract, without prejudice to the right to full payment of the amount due and the right of Swizzonic to take action for full compensation for any damages suffered.

6.4 The Customer acknowledges and accepts the provisions of the "Rules and conditions of Swizzonic's promotional offers" (published at <https://www.swizzonic.ch/company/legal/?lang=en>). In particular, the Customer acknowledges and accepts that the promotional offers are reserved for a limited number of products and services for each Customer. In the event that more than one purchase of a product or service is made with different accounts attributable to a single person, the promotion will no longer be valid, so that the Customer will be required to pay in full for the products and services purchased at the list price (<https://www.swizzonic.ch/company/pricelist/?lang=en>). Swizzonic reserves the right, in this case, to proceed to the immediate suspension or cancellation of the products or services purchased by the Customer, as well as claim the full compensation of any damages suffered.

6.5 The Customer acknowledges that he/she is solely and exclusively responsible for the activities carried out through the Services or directly or indirectly attributable to him/her, even if the Customer has signed a SO on behalf of third parties authorised by him/her to use the Service, and in particular that he/she is responsible for the contents and communications submitted, published, disseminated and transmitted on or through the Services. Therefore, Swizzonic shall not be held liable in any way for illicit, criminal, civil and administrative offences committed by the Customer by means of the Services. The Customer undertakes to indemnify and, in any event, to hold Swizzonic harmless from any action, claim, demand, cost or expense, including reasonable legal fees, that may arise for Swizzonic as a result of the Customer's failure to comply with the obligations assumed and the guarantees provided by acceptance by the Customer of these GTC or a SO and in any case connected with the Customer's use of the Services.

Art. 7. Limitations of Swizzonic's liability

7.1 Swizzonic undertakes to use industry standard technology and suitable resources at its disposal to provide the Services offered to Customers.

7.2 Within the limits imposed by or arising from mandatory law, Swizzonic shall not be liable to the Customer or any third party for any damage or harm suffered by the Customer or any third party (including, without limitation, any consequential damage or loss of profits, loss of business, or diminution of value and/or similar losses, or loss of assets/value, or loss of domain names, or loss of contracts, or loss of use, or loss or compromise of data and information, or damage to hardware, software or databases, or any kind of special, indirect or consequential damage or economic loss) that are dependent on or related to the provision of the Services or the performance of this Contract, except in cases of wilful misconduct or gross negligence directly attributable to Swizzonic. Swizzonic's overall contractual liability for fault shall in any event be limited to the price paid by Customer for the purchased Services.

7.3 The Customer agrees that Swizzonic cannot be held responsible for delays or malfunctions in the provision of Services due to events beyond the reasonable control of Swizzonic, such as, by way of example: (i) events of force majeure; (ii) events due to third parties, such as, by way of example only, the interruption or malfunctioning of the services of telecommunications operators and/or power lines, or acts or omissions of the competent registration authority; and (iii) malfunctioning of the terminals or other communication systems used by the Customer. In case of interruption of the Service, Swizzonic undertakes to restore the Service as soon as possible. Furthermore, the Customer agrees that Swizzonic cannot be held liable for acts or omissions committed by the Customer and in conflict with the obligations assumed by the latter under these GTC or a SO, nor can it be held liable for malfunctions due to defects in the means necessary for access, improper use of the same and/or incorrect methods of access to the Service by the Customer. In the aforementioned cases of events beyond Swizzonic's reasonable control (including the Customer's own fault), Swizzonic cannot be held liable to the Customer or to third parties for any loss, i.e. loss of profit, loss of earnings, or any other direct, indirect or consequential damages connected with the performance of these GTC or of each individual SO. The Client is informed that the Services may be suspended, cancelled or transferred at the request of the authorities to which the Services are subject.

Art. 8. Duration, renewals and termination

8.1 These GTC are valid for an unlimited duration, unlike the individual SOs which shall have the duration indicated therein and/or indicated in the relevant Product Sheet.

8.2 Unless otherwise specified to the Customer in the Product Sheet or the relevant SO, the Services shall be automatically renewed on expiry for periods of equal duration to the initial period.

8.3 The Customer acknowledges that it will not be possible to activate the automatic renewal of a Service if payment by bank transfer is selected.

8.4 Without prejudice to the provisions of Article 8.4 Bis, the Customer may change the renewal modality from automatic to manual and from manual to automatic from its dashboard up to 60 days before the expiration date. In any case, prior to the expiration date of the Services, a notification will be sent to the Customer with the necessary information for the management of the renewal.

8.4-Bis In the case of Payment via payment slips (German: "Einzahlungsschein"), the Customer may change the renewal mode from automatic to manual and vice versa from his/her control panel up to 60 days before the expiry date of a particular Service.

8.5 Termination of a SO shall also result in termination of the GTC if the Customer procures no other active Services from Swizzonic. The GTC shall remain in force until the last Service purchased by the Customer expires.

8.6 Each Party shall be entitled to terminate the Contract by giving written notice to the other Party, at least 30 (thirty) days in advance. After this term, the GTC and/or the Service Orders which are the object of the termination shall be terminated and the Services relating to them shall be deactivated. In the event that the Customer exercises the right of termination, Swizzonic will not reimburse the fees for the services not yet provided; in the event of termination by Swizzonic, Swizzonic will reimburse the Customer for the portion of the amount paid corresponding to the days not used until the natural expiry of the Service, minus the costs incurred or sustained. Any further reimbursement, compensation or indemnity in favour of the Customer is excluded.

8.7 The Customer agrees that a termination of these GTC shall not be effective if a contractual relationship is pending between the Customer and Swizzonic in respect of a SO, the contents of which, in the event of conflict, take precedence over these GTC. Therefore, if the Customer wishes to terminate these GTC, he/she must first or simultaneously terminate, where possible, any SO in place at the time of the notice of termination.

Art. 9. Termination for cause

9.1 Swizzonic may terminate these GTC and each SO without observing a specific notice period in the event of:

a) non-compliance by the Customer with the provisions of the following articles of these GTC: Art. 5 ("Nature of the services, fees and payments"), Art. 6 ("Use of the services"), Art. 13 ("Intellectual and/or industrial property rights"), as well as the provisions contained in Section I ("Provisions for the request of services by the Customer on behalf of third parties").

b) force majeure events

c) insolvency, bankruptcy or other insolvency or enforcement proceedings of the Customer.

9.2 The rights of Swizzonic to the payment of the fees accrued in its favour at the date of termination and to compensation for damages suffered remain unaffected.

Art. 10. Changes

10.1 Swizzonic reserves the right to amend these GTC and the terms and conditions of the SOs or other documents that make up the Contract with the Customer at any time, by notifying the Customer by email at least 30 days in advance, if the following occurs: 1) changes in the technical/economic/contractual conditions imposed by third parties (by way of non-exhaustive example, suppliers and commercial partners) and/or the entry into force of new legislative or regulatory provisions, or the amendment of existing provisions (including the rules imposed by the Domain Name Authorities); 2) the need to maintain an adequate level of service; 3) to ensure adequate security standards of the platform; 4) the entry into force of new legal provisions; 5) and/or changes in the sale prices of the services or in the methods of providing the Services.

10.2 The changes referred to in the previous point will become effective 30 days from the date of communication to the Customer. Swizzonic shall inform the Customer of the contractual changes with a notice period of at least 30 days, specifying the reasons for the change. If the Customer does not accept the new conditions, he/she has the right to withdraw from the Contract as per the date on which the changes come into force (i.e. within 30 days of receipt of the notice), without penalties or decommissioning costs, on the basis of the rules laid down in the previous contractual provisions.

Art. 11. Communications between the Parties

11.1 The Parties agree that the use of email shall be the primary means for sending communications to the Customer required by law or to be made under these GTC and/or the individual SOs. Communications shall be sent by Swizzonic to the email address associated by the Customer with his/her Swizzonic account. The Customer undertakes to update this address in the event of changes and to check it on a daily basis in order to be promptly informed of communications sent to his/her attention.

11.2 The Customer may also contact Swizzonic in accordance with the provisions of the Contact Us page of the Website (<https://www.swizzonic.ch/company/contact-us/?lang=en>)

Art. 12. Intellectual and industrial property rights

12.1 Swizzonic and/or any of its predecessors in title remain the owners of the rights of ownership and economic exploitation of inventions, programs, texts and works (including software, documentation and written programs, studies, etc.) or anything else that has been prepared, created, developed in relation to the Services offered to the Customer, who is granted only a limited and non-transferable right of use.

Art. 13. Applicable law and competent court

13.1 The present Contract is governed by the laws of Switzerland, excluding the United Nations Convention on Contracts for the International Sale of Goods. The Courts in Zurich 1 shall have exclusive jurisdiction over any dispute inherent to or deriving from the present Contract or its execution. In the case of a contract with a Consumer, the Court of residence of the Customer or, upon Customer's choice, at Swizzonic's domicile shall have jurisdiction.

Art. 14. Privacy

14.1 With reference to the processing of personal data relating to the Customer and/or the Technical Administrator, Swizzonic will act as the data controller for administrative purposes, invoicing and general management of the contractual relationship with the Customer, for purposes of protecting its interests and to comply with legal obligations to which Swizzonic is subject, as well as with reference to the processing of personal data related to some Services, as better described in the privacy policy available at the following link: <https://www.swizzonic.ch/company/legal/privacy-policy-cookies/?lang=en>.

14.2 With reference to the performance of the Services which envisage the processing of personal data on behalf of the Customer, the Customer typically acts as data controller, except if and when the Customer acts as the data processor on behalf of a third-party which acts as data controller or as data processor itself, while Swizzonic typically acts as the data processor on behalf of the Customer, in line with the instructions issued by the Customer and detailed in writing in the "Data Processing Agreement Standard" available at the following webpage <https://www.swizzonic.ch/company/legal/?lang=en> and, where applicable, to be considered as an integral part of the GTC.

14.3 If the Customer intends to customise the contents of Annex 1 of the "Data Processing Agreement Standard", it is possible to download the "Data Processing Agreement Editable Version.pdf" at the following webpage <https://www.swizzonic.ch/company/legal/?lang=en> . In this case, the Customer undertakes to complete and sign the relevant contract, and to send it to [legal\(at\)swizzonic.com](mailto:legal(at)swizzonic.com).

SECTION I. PROVISIONS FOR THE REQUEST FOR SERVICES BY THE CLIENT ON BEHALF OF THIRD PARTIES

Art. 1. Scope of application

1.1 This section describes the additional rights and obligations of the Customer who purchases the Services of Swizzonic on behalf of third parties (for the purposes of this section also "Users"), offering them the Services, also free of charge.

Art. 2. Obligations of the Customer on behalf of Third Parties

2.1 The Customer who purchases services on behalf of third-party Users (for the purposes of this section also the "Third-Party Customer") undertakes to

- a) make Users aware of, accept and enforce the contractual documentation prepared in relation to the Service purchased and published on the Swizzonic Website (including, but not limited to, the SO for the Service of interest, GTC, Privacy Policy and Data Processing Agreement), paying particular attention to ensuring proper use of the Services by Users, in compliance with the technical and regulatory rules relating to the Services;

- b) to ensure that the Users have entered into a suitable contract in relation to each Purchase Order and to retain a valid copy of the Contract to be provided to Swizzonic on request or in the event of an Audit carried out by the Company directly or through a third party designated by the Company;
- c) guarantee that Purchase Orders made on behalf of Users will not infringe the rights of third parties;
- d) not use trademarks or distinctive signs owned by Swizzonic without its express written permission;
- e) provide the Company with all information necessary for the proper performance of this Contract so that it is current, correct and true;
- f) properly execute orders for Services on the Company's Website;
- g) provide Users with a suitable Privacy Policy, which, in the case of the domain name registration service, shall also contain the specification of the personal data that will be communicated to the registration authority and to the third-party suppliers used by Swizzonic to provide the domain name registration Service, and to obtain, where necessary, express consent to process the data in compliance with the applicable regulations. The Customer who purchases Services on behalf of third parties acknowledges and accepts that in the cases provided for by the registration authority and expressly requested by the same, the Company may contact the Users directly to send or request information of a non-commercial nature, documentation or clarifications;
- h) keep his/her own personal data and those of the Users up to date, including, where applicable, the personal data relating to his/her own personnel responsible for the management of this Contract, and to notify the Company promptly of any updates thereto;
- i) guarantee that the identities and contact information provided by Users in relation to any Product and Service offered, or made available in connection with the individual registration, will be processed in accordance with the provisions of the applicable data protection legislation in force, and that they may be communicated to the Company or to parties authorised by the Company to process the data or who process the data on behalf of the Company in a responsible capacity. If the Company is to provide the Service through another accredited Registrar, the Third-Party Customer warrants that the End Customers will be adequately informed that the Company will transfer their data to that accredited Registrar for the sole purpose of enabling the continued provision of the purchased Service. The Third-Party Customer declares that it will indemnify and hold harmless the Company against any claim for damages that may be made by Users or third parties in respect of the services provided by the Company;
- j) send to the Users any service communication that Swizzonic deems appropriate to communicate, and the Customer on behalf of Third Parties shall be directly liable to the Users, and to Swizzonic, in the event of failure to send the information referred to in this point in a timely manner;
- k) guarantee that purchases made on behalf of Users, or in any case all activities carried out by the Customer on behalf of Third Parties, shall be carried out solely and exclusively following the assignment by Users to purchase Services.

2.2 With particular reference to the Service of registration and maintenance of domain names, the Customer on behalf of Third Parties undertakes to

- a) comply with, as well as to make Users aware of and enforce compliance with, the terms and conditions, standards, policies, procedures and practices provided for by the relevant registration authority, which can be consulted on their websites, the address of which is available at <https://www.iana.org/domains/root/db> as well as on the page of Swizzonic, which can be consulted at <https://www.swizzonic.ch/company/legal/tld-gtld-policies/?lang=en>;
- b) advise Users that the Registrant of the domain name has the rights and obligations established by ICANN, available <https://www.icann.org/resources/pages/benefits-2013-09-16-en> ;
- c) inform Users that for any change in the name, surname, organisation/company and/or email address of the Registrant of a generic top-level domain (gTLD) managed by ICANN, the following procedure shall apply in accordance with ICANN's policy (published at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>) ("Policy");
- d) inform Users that, in the event of disputes relating to the assignment of domain names, the general rules of the respective competent authority shall apply. In the event of disputes relating to the assignment of all the top-level domains (TLDs) for which the competent authority has adhered to the policies established by ICANN, the Uniform Domain Name Dispute Resolution Policy (UDRP), which can be consulted at <https://www.icann.org/resources/pages/help/dndr/udrp-en> , shall apply;
- e) inform Users that in the event of a dispute concerning the use of a domain name, the Assignee undertakes to cooperate fully and appear before the courts of the Assignee's domicile and the Registrar's registered office, as well as before any other competent courts.

Art. 3. Liability of the Customer for Third Parties

3.1 The Customer on behalf of Third Parties shall be exclusively liable, to the extent permitted by applicable law, in respect of

- a) the obligations assumed under this Contract and, in particular, with respect to the proper fulfilment of the provisions of this Section;
- b) the operations that he/she carries out through his/her account, including the creation, modification, renewal, deletion, removal of Services on behalf of Users, the correct communication to the Company and to the competent authorities of the data concerning Users and their updating;
- c) selling, granting or making available to Users the Services of Swizzonic under conditions that do not conform to those applied by Swizzonic to its Customers (by way of example, the Company shall not be held liable in the event that the Third-Party Customer sells or grants to Users the Services for a period longer than that provided by the Company for the individual Services that the Third-Party Customer has purchased);
- d) the violation and the consequences referred to in Art. 6 ("Use of the Services and Responsibility of the Customer"), with the onus being on the Customer on behalf of Third Parties to seek recourse, if necessary, against the Users;
- e) any consequences in respect of non-renewal of the Services by the same Customer on behalf of Third Parties or Users (e.g. loss of domain names, loss of data, etc.);

f) any dispute, claim, controversy, condemnation of any nature whatsoever arising directly or indirectly from a conflict arising between the Third-Party Customer and other third parties, or between the former and the Users;

g) any consequences resulting from the unauthorised purchase of the Services by Users of Swizzonic.

3.2 The Customer on behalf of Third Parties assumes all responsibility in relation to the Orders forwarded to Swizzonic and undertakes, to the maximum extent permitted by law, to indemnify and hold harmless Swizzonic, the other companies of the team.blue Group and the auxiliaries of Swizzonic from any claim, cost, penalty, towards third parties, including the competent judicial authorities, relating to and in any case connected with the execution of this contract and/or the violation, by the former or the Users, of the obligations, declarations and guarantees referred to in these GTC or the relevant SO.

3.3 In the event of violation by the Customer on behalf of Third Parties, or by the Users, of any provision of this Contract, the Company reserves the right not to activate and/or suspend the Services, without prejudice to the further cases of suspension and termination of the relationship provided for by these GTC or by the individual SOs. Swizzonic also reserves the right to initiate any proceedings before the competent judicial, administrative and arbitration authorities in order to obtain reparation and/or compensation for the prejudice suffered.

Art. 4. Absence of exclusivity

4.1 In any case, the Customer on behalf of Third Parties acknowledges and accepts that no right of exclusivity is envisaged in his/her favour and that Swizzonic shall be free to enter into contracts directly with the Users, also concerning products or services identical or similar to those provided by the former.

Art. 5. Continuity of Services in the event of termination of the Contract

5.1 In the event of termination or cancellation of this Contract for any reason whatsoever, the Third-Party Customer shall, upon reasonable notice, endeavour to ensure that the Products and Services may continue to be provided by the Company without interruption, unless expressly stated otherwise by the User or Swizzonic. In this case, where the management of the Services is entrusted directly to the Users, such Services shall be assigned "as is", in the technical and administrative state in which they have been left by the Customer on behalf of Third Parties, unless Swizzonic decides otherwise. The Company, in this respect, declines all liability towards the Users with regard to the services hitherto performed by the Customer on behalf of Third Parties. Furthermore, unless the Company decides otherwise, the Company shall not replace the Customer on behalf of Third Parties in the services performed by the latter on behalf of the Users, including the service of domain management, updating the Customer's website on behalf of Third Parties, updating the Users' identification data, etc.

SECTION II. PROVISIONS FOR PROBATIONARY SERVICES

Art. 1. Subject matter and conclusion of the Trial Service contract

1.1 In order to allow the Customer to test the characteristics and qualities of its products and services, or some of them or on the occasion of particular promotions, Swizzonic may offer the Customer the possibility to purchase the Services and benefit from a period of free use of the same (hereinafter also "Trial Period").

1.2 Insofar as not otherwise provided for in the following articles, the GTC of Swizzonic and the Service Order for the Service activated with the Trial Period (available here <https://web.swizzonic.ch/company/legal/>) shall apply. These are to be understood as an integral and substantial part of the present document, which the Customer declares to have read and accepted and which it undertakes, even during the Trial Period, to comply with.

The contract concerning the Service for which a Trial Period is envisaged ("Trial Service") is concluded when Swizzonic, upon receipt of the Order by the Customer, also electronically, proceeds to activate the Trial Service.

Art. 2. Duration of the Trial Period

2.1 The duration of the free Trial Period is made known to the Customer together with the characteristics of the Service under trial and is visible from the Customer's Control Panel.

Art. 3. Means of payment for the Trial Service

3.1 Depending on the type of service offered, when activating the Trial Service, the Customer will be allowed to

- a) indicate his/her credit card details, or to associate the Service with the credit card details already stored in his/her Swizzonic account, to be used for payment of the Service at the end of the Trial Period and for further renewals;
- b) not indicate or associate credit card details with the Service.

Art. 4. Final purchase of the Service

4.1 Depending on the cases provided for in points a) and b) of Art. 3.1 above, the final purchase of the Service shall be carried out as follows:

- a) In the case provided for by letter a) of the preceding Art. 3 ("Means of Payment of the Trial Service"), the Customer will purchase the Service outright if it does not communicate his/her intention not to proceed with such outright purchase within 5 days before the end of the Trial Period. In this case Swizzonic will charge the Customer the fee for the requested Service as indicated in the Product Sheet, by debiting the Customer's credit card. The Service will continue without interruption after the conclusion of the Trial Period and will remain active for the duration provided in the Product Sheet or in the relevant SO. The credit card details will be associated with the Customer's account for the management of future payments and the credit card details will be stored for the management of subsequent payments by the duly certified PCI-DSS company that will perform the service on behalf of Swizzonic.

b) In the case envisaged in letter b) of Art. 3 above ("Means of Payment of the Trial Service"), the Customer shall purchase the Service outright if he/she communicates his/her intention to proceed with such purchase before the end of the Trial Period, consequently in the absence of such communication the use of the Service shall end at the end of the Trial Period.

SECTION III - PROVISIONS RELATED TO THE ACTIVATION OF A TECHNICAL ADMINISTRATOR BY THE CUSTOMER

Art. 1. The Technical Administrator is the private person or legal entity, which is entered by the Customer in his/her account and thereby receives certain rights. Technical Administrator may undertake administrative actions in relation to the services of the customer by accessing the control panel of the Customer; by way of example only, the Technical Administrator can purchase, renew, modify, terminate the services, modify the payment methods, and carry out any service configurations. Further details about the rights of the Technical Administrator are available on Swizzonic website.

Art. 2. The Customer can add, delete or change the Technical Administrator(s) in its control panel. The Technical Administrator can, in turn, also delete himself from the listing.

Art. 3. The Customer agrees that the Technical Administrator(s) can modify the account setting of the Customer and use the defined communication channels in conjunction with the services of Swizzonic.

Art. 4. The Customer understands and agrees that the activities of the Technical Administrator(s) may also involve the access to and the processing of personal data of the Customer by the Technical Administrator(s).

Art. 5. The Customer acknowledges that he/she is solely and exclusively responsible for the activities carried out by the Technical Administrator(s). Therefore, and to the maximum extent permitted by law, Swizzonic shall not be held liable in any way for illicit, criminal, civil and administrative offences committed by the Technical Administrator(s), and for any damage or harm suffered by the Customer or any third party (including, without limitation, loss of profit, loss of earnings, or any other direct, indirect or consequential damages) due to the activities performed by the Technical Administrator(s). To the maximum extent permitted by law, the Customer undertakes to indemnify and, in any event, to hold Swizzonic, and the other companies of the team.blue Group and the auxiliaries of Swizzonic, harmless from any action, claim, demand, cost or expense, including reasonable legal fees, that may arise for Swizzonic as a result of the activities performed by the Technical Administrator(s).

This version of the General Terms and Conditions was replaced by the new version on March 22, 2024. You can find the new version under the following link:
<https://www.swizzonic.ch/company/legal/general-conditions-of-service/?lang=en>