

## **Webhosting Rules of Conduct**

These Rules of Conduct relate to all the services of Swisscom (Switzerland) AG (Swisscom) in the field of webhosting.

### **1. Definitions**

"Hosted domain name": DNS domain name which is listed on one or several Swisscom webhosting name servers.

"Hosted content": All information which is saved on Swisscom webhosting systems or is retrievable via a domain name hosted by Swisscom webhosting. The hosted content also includes information accessible indirectly via links as well as contents of blackboards, guest books, mailing lists and the like. It is irrelevant whether the information is accessible to an unlimited or only a limited group of users (so-called members' area).

### **2. Rules of conduct**

#### **General**

Use of the webhosting service may only be in compliance with the laws applicable in Switzerland and abroad, agreements with Swisscom relating to webhosting and domain name registration and these rules of conduct. Swisscom expects its customers to know what hosted content is allowed and whether the customer's websites satisfy the specified requirements.

Swisscom is not obliged to provide its customers with legal information on the content or domains allowed within the scope of the webhosting and registration services. The customer is personally responsible for compliance with all the legal and/or contractual requirements and should seek legal advice, if necessary at its own expense.

#### **Illegally hosted content**

Illegal or offensive contents as well as content which leads to the annoyance or personal harassment of third parties may not be published on the websites hosted by Swisscom.

#### **Illegal actions**

The following rules are examples of what is not allowed in Swisscom webhosting:

- The committing of a legal offence (fraud, illegal gambling, etc.) or the transfer of the service for the committing of a criminal offence by a third party under the customer's supervision by means of Swisscom webhosting;
- The offer, dissemination or making accessible of content that is unlawful under criminal or private law (depictions of violence against human beings and animals as well as pornography pursuant to



Art. 197 of the German Penal Code, propaganda campaigns promoting racial discrimination, defamation, slander, dissemination of racist ideologies and contents and/or racist propaganda;

- The offering or making accessible of other pornographic content not prohibited under criminal law (also so-called soft pornography) without effective age checks of the consumer group;
- the unauthorised acquisition as well as the unauthorised storage, dissemination or making accessible of content which is legally protected (all types of contents protected by copyright, such as texts, pictures, audio and video files, programmes, etc. and also contents which are protected by trademark, data protection, design and patent law);
- The transmission of mass advertising contravening the Swisscom [Webhosting Spam Policy](#);
- The use of Swisscom webhosting infrastructure to obtain e-mail addresses without the address holder's consent;
- Any network abuse, such as the attempt to penetrate a protected computer system and the execution of other processes such as the installation of peer-to-peer software, the execution of brute force programmes, scripts or applications as well as terminal emulations and the like;
- The misuse of system resources, especially the use of programmes which use more processing power than allowed according to the "Allowed CPU Time Per Package" table (see under sub-section 3), such as in connection with live applications, CMS (Content Management Systems for Websites), e-mail forwarding functions that are not intended solely for one's own service as well as the resale or forwarding of access to installed CGI script functions.

### 3. Allowed CPU time per package

As it is a shared webhosting infrastructure, each customer may only claim a limited quantity of system resources for himself or herself:

	CPU times
Unix hosting	Maximum CPU time in hrs per month
Starter	0.3 hrs per month
Mail domain	0.3 hrs per month
Standard	0.5 hrs per month
Advanced	1 hr per month
Plus	2 hrs per month

### 4. Several domain names

Several domain names (domain pointers) are designed for locating the same website with different names and not to subdivide an account into several sites. A domain pointer may not refer to a sub-directory of an already existing website hosted by Swisscom or another service provider. It is not allowed to use domain pointers as a substitute for individual web server accounts.

### 5. Security guidelines



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Breaches of system and network security constitute contractual infringements and may also lead to criminal liability on the part of a customer if certain conditions are met. Swisscom reserves the right to report offences to the prosecuting authorities.

In particular, the following are illegal:

- The checking of the vulnerability of the system or network competence without prior consultation with Swisscom (so-called scanning)
- The attempt to breach security precautions and authorisation measures without obtaining the prior written consent of the party concerned

This list is not exhaustive.

The passwords communicated to the customer or other identification parameters are intended for personal use by the customer and must be treated confidentially. Swisscom can assume that persons who use a parameter are authorised to do so.

## **6. Measures**

The customer is obliged to take suitable precautions to prevent the unlawful use of this service and to inform Swisscom immediately of anything that is suitable for preventing the misuse of this service. Contraventions in Swisscom webhosting may be reported to [sales@hostcenter.com](mailto:sales@hostcenter.com).

In the event of infringements of the law, the agreement, good taste or these rules of conduct, Swisscom reserves the right to take the contractually defined measures, especially the deactivation, disablement or termination (also without notice) of the website in question. The customer shall also indemnify Swisscom for any claims which are asserted against Swisscom in connection with the use of its service by the customer as well as the persons supervised by him or her.

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