

Description of Services Webhosting / HomepageTool

1. Scope of Services

This Description of Services covers Swisscom (Switzerland) Ltd.'s services HostCenter Webhosting and HomepageTool (hereinafter jointly referred to as «services»).

The following documents are additional components of this description of services:

- > HostCenter spam policy
- > HostCenter code of conduct
- > HostCenter price list

These documents are published on the Swisscom portal (www.swisscom.ch) and are accepted in their current version by customers when they register for one of the services or continue to use the services.

2. Swisscom's Services

2.1 Scope

The scope of Swisscom HostCenter Services is described under item 2.1.1 following, and that of HomepageTool under item 2.1.2 following. Customers can only subscribe to the HomepageTool Service in combination with the HostCenter Service.

Swisscom registers .ch/ .li/ .com/ .net/ .org/ .biz/ .info Internet addresses (hereinafter referred to as «domains») with the relevant registry at the request and expense of HostCenter customers.

Swisscom registers a .ch or .li domain with the SWITCH registry in the customer's name and at his or her expense. The resulting contract therefore exists directly between the customer and SWITCH and remains unaffected in the case of a cancellation of the HostCenter contract with Swisscom.

Swisscom registers the other domains (= .com/ .net/ .org/ .biz/ .info domains) with the relevant registry in its own name and at its own expense. The Domain Parking Service allows the customer to keep this domain (= .com/ .net/ .org/ .biz/ .info domain) even if the HostCenter contract with Swisscom is cancelled. The Scope of Services is described under item 2.1.4 following.

Swisscom shall charge to the customer any costs arising from the registration and/or parking of this domain in accordance with the HostCenter price list.

Insofar as costs remain neutral for customers and the operation and performance of the agreed services are not negatively affected, Swisscom may carry out technical adjustments at any time.

2.1.1 HostCenter

The HostCenter Service allows webhosting at a fixed monthly cost according to the conditions set out in the ordered webhosting package.

Swisscom offers the following hosting packages for the HostCenter Service:

Server operating system Unix Linux:

- > Mail domain
- > Starter
- > Standard
- > Advanced
- > Plus

The Scope of Services for the individual hosting packages is described in the following table giving a comparison of all the options available.

Charges and minimum contract periods for each hosting package are in each case in accordance with Swisscom's current price lists published on the Swisscom portal (www.swisscom.ch).

	Starter NEW	Standard NEW	Advanced NEW	Plus NEW	MailDomain NEW
Price (year's contract)					
Operation (monthly)	10.60 CHF	21.00 CHF	41.90 CHF	68.80 CHF	14.90 CHF
Setup (flat rate)	0.00 CHF	0.00 CHF	0.00 CHF	0.00 CHF	0.00 CHF
E-mail configuration					
E-mail account (POP3, Forwarder, Autoreply)	10	100	200	unlimited	20
Virus filter	x	x	x	x	x
Spam filter	x	x	x	x	x
Webmail access	x	x	x	x	x
Additional e-mail (charges apply)					x
Technical configuration					
Memory in MB	1000	2000	3000	10'000	1000
Additional MB (charges apply)				x	x
FTP access (1 user)	x	x	x	x	
Multiple FTP			5	unlimited	
HomepageTool (Basic 8 pages)	x	x	x	x	
Visitor statistics (Google Analytics)		x	x	x	
Webhosting administration	x	x	x	x	x
Directory password protection		x	x	x	
Daily backup of all data	x	x	x	x	x
99.9% Uptime	x	x	x	x	x
Unlimited data transfer	x	x	x	x	x
Own IP address				x	

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	Starter NEW	Standard NEW	Advanced NEW	Plus NEW	MailDomain NEW
Anonymous FTP access				x	
Raw log files	x	x	x	x	
WAP-enabled	x	x	x	x	
Server operating system: Linux	x	x	x	x	x
Additional Internet addresses (charges apply)	x	x	x	x	
Script configuration / applications					
Applications					
Typo3				x	
Joomla			x	x	
WordPress		x	x	x	
Wiki (mediawiki)		x	x	x	
Scripts					
Photo album		x	x	x	
Visitor counter		x	x	x	
Visitors book		x	x	x	
E-mail form		x	x	x	
Forum			x	x	
PHP 5	x	x	x	x	
Own CGI directory			x	x	
Search engine (htDig)			x	x	
Perl, Python			x	x	
Perl script checker			x	x	
Database configuration					
MySQL database			2	unlimited	
phpMyAdmin pre-installed			x	x	
E-commerce configuration					
osCommerce				x	
Shared SSL				x	
Supports own SSL				x	
Multimedia configuration					
RealServer				x	
TrueSpeech Server				x	
Technical support					
0844 888 555 (7x24 h)*	x	x	x	x	x
free support by e-mail	x	x	x	x	x

* Swisscom Einheitstarif
Montag bis Freitag: 8 Rp./Min (8:00 - 17:00),
4 Rp./Min. (17:00 - 8:00)
Samstag, Sonntag und Feiertage: 4 Rp./Min.

2.1.2 HomepageTool

The Service HomepageTool allows customers to create and update websites for a fixed monthly cost

The HomepageTool can only be used by customers who already have a HostCenter

Package for webhosting of websites created with HomepageTool. Swisscom offers the following packages for the HomepageTool Service:

- > HomepageTool Basic
- > HomepageTool Premium
- > HomepageTool Unlimited
- > HomepageTool Unlimited PRO

The Scope of Services for each HomepageTool package is described in the table below.

Charges and minimum contract lengths for each HomepageTool package are in accordance with Swisscom's current price lists published on the Swisscom portal (www.swisscom.ch).

HomepageTool Basic

- > Internet presence with up to 8 pages
- > 130 designs
- > Integrated image processing to optimise and alter images
- > SEO search engine optimisation
- > Counter (visitor counter)
- > Visitors' book
- > Feedback form
(allows website visitors to give feedback)
- > Animated flash intro
- > RSS Feed
- > Weblog (online diary)
- > Favicon editor for creating own logo in address bar
- > Media archive with thousands of images, sounds, games and films

HomepageTool Premium

- > Internet presence with up to 15 pages
- > 200 designs
- > Photo album (1 album / 100 pictures per photo album)
- > Integrated image processing to optimise and alter images
- > SEO search engine optimisation
- > Search engine for searching and finding contents on website
- > Counter (visitor counter)
- > Visitors' book
- > Feedback form
(allows website visitors to give feedback)
- > Animated flash intro
- > RSS Feed
- > Weblog (online diary)
- > Favicon editor for creating own logo in address bar
- > Media archive with thousands of images, sounds, games and films

HomepageTool Unlimited

- > Internet presence with unlimited number of pages
- > 250 designs

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- > Photo album (unlimited no. of albums / 500 pictures per photo album)
- > Integrated image processing to optimise and alter images
- > SEO search engine optimisation
- > Search engine for searching and finding contents on website
- > Counter (visitor counter)
- > Visitors' book
- > Feedback form (allows website visitors to give feedback)
- > Animated flash intro
- > RSS Feed
- > eBay und Amazon aStore Integration
- > Weblog (online diary)
- > Favicon editor for creating own logo in address bar
- > Newsticker (animated line of text for news)
- > Site plan (showing your address on a map)
- > Voting (visitors can vote on issues and answer questionnaires)
- > Forum (visitors can discuss with each other on-line)
- > Route planner (visitors can display a route to a starting point or destination)
- > Media archive with thousands of images, sounds, games and films
- > W3C accessibility-compatible pages (e.g. for the visually impaired)

HomepageTool Unlimited PRO

- > Internet presence with unlimited number of pages
- > 350 designs
- > Photo album (unlimited no. of albums / 500 pictures per photo album)
- > Integrated image processing to optimise and alter images
- > SEO search engine optimisation
- > Search engine for searching and finding contents on website
- > Counter (visitor counter)
- > Visitors' book
- > Feedback form Plus (allows website visitors to give feedback)
- > Animated flash intro
- > RSS Feed
- > eBay und Amazon aStore Integration
- > Weblog (online diary)
- > Favicon editor for creating own logo in address bar
- > Newsticker (animated line of text for news)
- > Site plan (showing your address on a map)
- > Voting (visitors can vote on issues and answer questionnaires)
- > Forum (visitors can discuss with each other on-line)
- > Route planner (visitors can display a route to a starting point or destination)
- > Online Shop (incl. PayPal connection)
- > Database connection (data pools of any kind can be imported into the website)
- > Media archive with thousands of images, sounds,

- games and films
- > W3C accessibility-compatible pages (e.g. for the visually impaired)

2.1.3 Domain Parking Service

The Domain Parking Service allows customers to keep the .com/ .net/ .org/ .biz/ .info domains registered for them by Swisscom even though they may cancel their HostCenter contract with Swisscom. This service comprises the following Swisscom services: Continuation or extension of a registration contract for the relevant domain in Swisscom's name and at Swisscom's expense. Customer access to the domain manager in the customer control panel for administrative purposes and to access contact information (WHOIS) and DNS information.

2.2 Technical Support

2.2.1 Technical Hotline

In the case of the Service malfunctioning, customers can apply for technical support to the Swisscom Helpdesk on the following telephone number:

0844 888 555* (valid for all Webhosting and HomepageTool packages described here)

The Helpdesk is open 24/24, 7 days a week and is available in German, English, French and Italian.

Helpdesk e-mail address: support@hostcenter.ch

*Swisscom flat rate

Monday to Friday: 8 cents/min (8 am – 5 pm),
4 cents/min. (5 pm – 8 am)

Saturday, Sunday and public holidays: 4 cents/min.

2.2.2 Maintenance Window

As far as possible, Swisscom shall inform customers in good time of interruptions to normal service due to essential fault repair, periodical maintenance work, introduction of new technology etc. Swisscom shall make all efforts to keep interruptions to a minimum and to ensure that these occur during off-peak times.

3 Obligations of the Customer

3.1 Obligation to Cooperate

Customers are responsible for the acquisition and installation of all connections, software and hardware etc. They shall set up and maintain in good time and at their own cost the infrastructure required, in particular

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an Internet connection. Swisscom cannot guarantee that the services will function perfectly on all the customers' end-user devices.

In the event of Swisscom acquiring, registering or altering the name server settings of Internet addresses for the customers, the latter shall assure Swisscom that they have the appropriate rights to use the Internet address. Customers shall accept the terms of contract of the registry responsible for assigning Internet addresses. Customers are responsible for the correctness of the user details for their Internet addresses given to the registry.

Customers shall have no claims against Swisscom in connection with the acquisition of domains and Swisscom shall in no case be responsible for the registration of domains in on-line or off-line network directories and member lists etc.

Customers shall pay any charges accrued for the selected services and shall bear the full costs for the registration of their .com/ .net/ .org/ .biz/ .info domains in Swisscom's name and at Swisscom's expense which are passed on to them by Swisscom.

Customers shall ensure that the user identification, password and homepage starter kit registration code are not made known to other persons and that information about these is not available to third persons.

The HostCenter and HomepageTool Services can only be used by customers who are resident or whose official business location is in Switzerland. Customers shall be responsible for the content of all information (data in any form) which they publish on the website hosted by Swisscom. Illegal or offensive content and content which causes alarm or harassment of third parties is expressly forbidden. Swisscom reserves the right to block immediately customers' websites which, according to Swisscom's best judgment, infringe against this regulation, to urge customers to use the website in a lawful manner and in accordance with the contract, to dissolve the contract without notice and compensation and/or to claim for damages if necessary.

4 Billing, Terms and Conditions of Payment and Delay in Payment

4.1 Billing and Terms and Conditions of Payment

Customers are liable to pay as soon as the services are activated by Swisscom. Any delay in payment on the part of customers does not discharge them from their liability to pay. Swisscom shall bill customers ex post. In the case of incomplete months, a pro-rata proportion of the monthly charge shall be billed for each day.

4.2 Delay in Payment

If customers have neither paid their bill nor raised an objection to the bill in written form and with valid reason by the due date, Swisscom can suspend the Service once a reminder has been sent to no effect. In other words, Swisscom can temporarily block a customer's webhosting account, take other measures to prevent damages and/or cancel the contract without notice and compensation. In this case, all domains (insofar as they are registered and charged for by Swisscom) will be unblocked so they can be erased. If a customer's hosting account is temporarily blocked, there is a fee of CHF 10.00 for reactivating the account. Swisscom can reactivate the hosting account once payment of any outstanding bills including the above-mentioned reactivation fee has been made. The monthly charges still apply whilst the account is temporarily blocked.

5 Warranty

Swisscom cannot guarantee the uninterrupted and perfect functioning of HostCenter and HomepageTool.

Swisscom does not give any guarantee for the performance and services provided by the domain registries (e.g. WHOIS).

Swisscom does not give any guarantee for the perfect functioning of the software used.

Swisscom shall not be liable for any damages to customers' end-user devices arising from the use of the HomepageTool software or other software.

Swisscom shall not be held responsible for misuse and damage by third parties, security deficiencies in the telecommunication network or Internet and for repair and support Service costs.

If changes are made to the name server information (DNS) by customers, Swisscom shall not be liable for delays which are caused by customers (e.g. delayed reply of confirmation e-mails etc.)

6 Special Provisions

An upgrade of the services to a higher-grade package is possible at any time. A downgrade of the services to a lesser package is only possible at the end of the contract period. Swisscom's services do not include data restoration in the case of data loss. If data is lost, customers have the possibility, for a fee, to request from Swisscom that the data be restored, provided they are still available. HomepageTool data cannot be restored. Swisscom (Switzerland) shall charge the actual cost of restoring data. Swisscom (Switzerland) can under no circumstances be held liable for the loss of data.

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The use of the services is restricted to customers' business operations and, in the case of natural persons, to use by the customers concerned. In the case of the HostCenter Service, only one Internet presence may be created per package. In the case of HomepageTool, the use of the Service on behalf of third parties is strictly prohibited.

Should Swisscom make software from third parties available for download or use, customers must accept the terms of the licence agreement of the software rights holder concerned.

the registry and transferring the domain in good time (i.e. before the HostCenter registration period comes to an end).

In the event of Swisscom continuing to register a domain at the customer's request, this agreement shall continue to be valid within the scope of the «Domain Parking Services» and customers shall undertake to pay any charges incurred for this package up until such time as the corresponding agreement shall be cancelled and the registered data deleted.

7 Cancellation

7.1 Terms of cancellation

Both the HostCenter and HomepageTool Services can be cancelled in writing by either party to the end of the month giving a period of notice of 30 days, at the earliest to the end of the minimum contract period of 12 months. If the contract is not cancelled it is automatically extended by the agreed contract period.

If a domain is owned by a party other than the Webhosting customer registered under that domain and the owner asserts his/her/its rights to the domain, Swisscom reserves the right at any time to cancel the Webhosting subscription after giving the customer 15 days' notice.

The contract between the customers and SWITCH regarding a .ch or .li domain remains unaffected by the cancellation of the HostCenter contract with Swisscom. This means that the .ch and .li domains registered for customers by Swisscom (Switzerland) must, in the case of non-use, be cancelled by the customers themselves in accordance with the SWITCH registry's contractual terms and conditions. If .ch/.li Internet addresses are wrongly ordered as a result of customers entering data incorrectly on the order form (e.g. typos), the customers themselves are responsible for cancelling the registration of the Internet address with SWITCH.

In the event of a .com/.net/.org/.biz/.info domain being registered by Swisscom for customers, when cancelling the HostCenter contract customers must expressly state whether Swisscom shall continue to register the said domain at the customers' cost or whether this shall be cancelled at the next possible cancellation date. Unless otherwise instructed by the customer, Swisscom is entitled to cancel the said domain to the next possible cancellation date in accordance with the relevant registry's contractual terms and conditions. This means that customers are solely responsible for finding a (new) registry for their domains and additional domains (not .ch and .li) or for concluding an agreement directly with