

General Terms and Conditions FireStorm ISP GmbH

Version November 2026 (applies to existing contracts from 23 November 2026)

1. All business dealings are governed exclusively by the following General Terms and Conditions, the Hosting Policy and the Data Processing Agreement. For domain names, the terms and/or GTC of the registry or registries responsible for the respective domain extension apply in addition.
2. All offers are subject to change without notice. FireStorm ISP reserves the right to accept or decline an order placed on the basis of an offer.
 - 2.1. The prices current on the date of the order apply. Prices are always exclusive of transport and packaging costs or other fees. As a rule, prices are stated in Swiss francs; any deviating currency unit will be indicated accordingly. Delivery terms are governed by the separate "Delivery Conditions" form. Any price changes will be communicated in good time, but no later than 30 days before invoicing, to the e-mail address provided by the customer.
3. New customers are supplied against advance payment. The goods are deemed delivered upon dispatch of the access credentials.
4. Invoices are to be paid in the invoiced currency without deductions within the payment period. The payment period is stated on the invoice (generally 10 days).
5. In the event of late payment, FireStorm ISP reserves the right, in particular, to charge the customer the costs of reminder, collection and debt enforcement proceedings. A fee of CHF 10.00 is charged for each reminder issued. In the event of a service suspension, CHF 50.00 is charged per account, domain or product. Collection costs are charged according to time spent at CHF 60.00 per quarter hour or part thereof. Debt enforcement and court costs are charged according to time spent (CHF 60.00 per quarter hour or part thereof) plus the locally incurred fees.
 - 5.1. In the event of late payment, FireStorm ISP is entitled to discontinue or suspend the services. Any repossession expenses, repair costs and compensation for loss of value shall be borne by the customer. Any payments already made shall be credited in full against the compensation owed. FireStorm ISP is entitled to charge the customer default interest of 6 % per annum from the due date, as well as all expenses and collection costs.
 - 5.2. Where services have been suspended or discontinued, the customer has no claim to performance and remains obliged towards FireStorm ISP to pay its periodically due fees on time. The contractual relationship is not terminated by the discontinuation or suspension of the services.
 - 5.3. FireStorm ISP reserves the right to terminate the contractual relationship without notice in the event of late payment, collection proceedings or death.
 - 5.4. FireStorm ISP reserves the right to terminate the contract if the customer cannot be reached at the notified postal address.
 - 5.5. The notified address data are displayed to the customer in the web administration (under master data) and can be checked and amended online by the customer at any time. If the customer cannot be reached at the address provided, or in the event of death, liquidation or the opening of bankruptcy proceedings, FireStorm is entitled to terminate the contract without notice. In this case, hosting, servers and domain names

will be suspended and all customer data will be irrevocably deleted no earlier than 30 days after termination of the contract.

- 5.6. Root servers owned by the customer must be collected within 10 working days of the suspension; otherwise the server will be disposed of. Subscription fees already paid will not be refunded.
- 5.7. FireStorm is obliged to be reachable at the postal address published at www.firestorm.ch. If FireStorm cannot be reached at the stated postal address, or in the event of liquidation or if bankruptcy proceedings have been opened against FireStorm, the customer is entitled to terminate the contract without notice.
- 5.8. The cost of restoring domain names that have already been deleted is CHF 150.00 for .com, .net, .org, .info and .biz, and CHF 450.00 each for .ch and .li domains. Unless otherwise stated, the cost of restoring a deleted domain is always ten times the annual fee.
6. Until the goods delivered have been paid for in full, the goods or the product created from the goods remain (proportionately) the property of FireStorm ISP.
7. The remaining term of a domain expires upon transfer to another registrar / provider. Domain fees already paid will not be refunded. In order to use the full term, the domain must remain registered with FireStorm for the entire term.
8. Termination by FireStorm
 - 8.1. FireStorm may terminate the contract subject to the same notice period that applies to the customer, i.e. at least 30 days before the end of the contract term (Hosting Policy Article 9).
 - 8.2. For good cause, FireStorm may terminate the contract without notice and suspend the services immediately, in particular in the event of late payment or collection proceedings, breaches of these GTC, the Hosting Policy or applicable law, misuse of the services (e.g. spam, attacks on third parties, hacking), endangerment of the infrastructure or of other customers, and upon order of a public authority.
9. Ownership and copyrights in all works created by FireStorm ISP remain with FireStorm ISP. The rights are transferred to the purchaser only by a written agreement on the purchase of the rights.
10. Our data protection practice complies with the Swiss Federal Act on Data Protection (FADP) and the General Data Protection Regulation of the European Union (GDPR).
 - 10.1. The customer's personal data are collected and used only to the extent necessary for the establishment, content or amendment of the contractual relationship. The customer undertakes to keep these data up to date at all times in its online administration area.
 - 10.2. We use the customer's e-mail address only for information concerning orders, for invoices and, unless the customer objects, for customer relationship management and, if requested by the customer, for our own newsletters.
 - 10.3. We do not disclose any personal customer data to third parties. This excludes service partners, insofar as this is necessary to determine the fee and for billing the customer.
 - 10.4. The customer has a right of access and a right to rectification, blocking and erasure of its stored data. Where erasure is precluded by statutory or contractual retention obligations or other legal grounds, the data will be blocked.
11. The place of performance for warranty is always Tann. Warranty services cover labour and spare parts. In addition to these provisions, those of the manufacturer apply. If a warranty repair is to be carried out directly at your premises, the technician's travel time (plus a rate per km) will be charged in all cases. FireStorm ISP is released from the warranty obligation in the following cases:

- 11.1. if damage results from inadequate care or incorrect operation of the machines and devices;
 - 11.2. if modifications or repairs have been carried out by a third party not authorised by FireStorm ISP. FireStorm ISP assumes no warranty obligation beyond the respective manufacturer's warranty.
- 12.** FireStorm is liable only for damage caused intentionally or through gross negligence. Liability for slight negligence, for indirect and consequential damage, loss of profit, loss of income and loss of turnover of the customer or its customers, savings not achieved, loss of interest, lost data and for claims of third parties against the customer is excluded. This also applies where the customer conducts business via the services of FireStorm, for example with online shops, booking systems or SaaS applications. FireStorm is not liable for events of force majeure that make contractual performance considerably more difficult for FireStorm or temporarily hinder or render impossible the proper performance of the contract.
- 12.1. FireStorm ISP is not liable for the content, completeness, accuracy, etc. of data transmitted or retrieved, or for data accessible via FireStorm ISP.
 - 12.2. No warranty is given for the functioning of any software components after acceptance of the root server or hardware by the customer.
 - 12.3. To the extent permitted by law, the total liability of FireStorm arising from or in connection with the contract is limited per calendar year to six times the monthly fee of the product concerned, irrespective of the number of claims. Credits already granted under clause 17.2 shall be offset.
 - 12.4. To the extent permitted by law, FireStorm is not liable for damage caused by unlawful attacks by third parties, for example hacking, DDoS attacks or malware.
 - 12.5. If the customer depends on high availability for its business operations, it is itself responsible for sufficient redundancy, its own data backups and business interruption insurance.
- 13.** The customer must notify FireStorm ISP without delay of any changes of address (postal address, telephone number and in particular e-mail addresses).
- 13.1. In the event of incorrect, outdated or incomplete address data, FireStorm ISP is entitled to charge the customer the costs of investigations.
- 14.** Any transfer of the device to a third party under any title whatsoever (resale, rental, etc.) is not permitted until the purchase price has been paid in full.
- 15.**
- a) Where stated in the product description, FireStorm makes regular backups. These are made without any guarantee as to completeness and restorability. Responsibility for backing up its data lies with the customer. Liability for data loss is excluded within the scope of clause 12. Dedicated servers have no backup function; the customer is solely responsible for backing up their data.
 - b) Insurance is the responsibility of the customer. Irrespective of whether software or hardware is concerned, the customer must ensure that its hardware or software is adequately insured.
- 16.**
- a) The domain service Whois Privacy is made available to the customer. When the service is activated for a domain, no personal information of the customer is published in the public WHOIS registers.
 - b) For data protection reasons, the Whois Privacy entry is entered in the WHOIS as a representative of the holder and acts on behalf of the customer.
 - c) The customer remains the owner of the domain with all rights and obligations. All potential legal claims must be borne by the customer.

d) The customer's address data will be disclosed only upon written request from third parties or authorities.

Whois Privacy address for .ch and .li: WHOIS Privacy Protection by FireStorm,
Kirchenrainstrasse 27, 8632 Tann

- 17.** FireStorm guarantees an availability of 99.9 % per calendar month, measured per product.
- 17.1. FireStorm is not liable for loss of income (see clause 12).
 - 17.2. If the guaranteed availability is not met in a calendar month, the customer receives a credit of 1/30 of the monthly fee of the product concerned for each day of downtime or part thereof. The following do not count as downtime: announced maintenance work; urgent security updates and emergency maintenance; interruptions or restrictions during data backups and restores; force majeure; attacks by third parties such as DDoS attacks; protective measures in the event of security vulnerabilities under clauses 17.6 and 17.7; faults outside the FireStorm network; and faults whose cause lies with the customer or within its systems (e.g. its own software, configuration or updates on its server). In the event of partial outages, the credit is reduced proportionately. Downtime begins only upon notification by the customer. A notification via the fault service (telephone) is deemed received at any time of day or night; notifications by ticket or e-mail outside support hours are deemed received at the start of the next support hours. The customer must request the credit by ticket no later than 40 days after the first occurrence. Credits are added to the customer credit balance or, on request, transferred. The credit is the sole consequence of a failure to meet the availability; further claims, in particular for damages, are excluded to the extent permitted by law.
 - 17.3. If an outage for which FireStorm is responsible lasts longer than 10 days, the customer may terminate the contract for the product concerned without notice and demand a proportionate refund of the fees paid in advance for the remaining term (pro rata temporis). The request must be received by FireStorm no later than 40 days after the first occurrence of the outage.
 - 17.4. FireStorm does not assume any costs or repairs of third parties. The customer must instruct FireStorm directly in all of its matters. Any costs shall be borne by the customer.
 - 17.5. FireStorm may adapt the services at any time. This is necessary in particular if a service is replaced or can no longer be offered, for example if the manufacturer or component supplier no longer supports or further develops the application or service, or if server security can no longer be guaranteed. FireStorm endeavours to offer an equivalent replacement (for example new versions) or to discontinue the partial service entirely, as for example with outdated PHP versions, which are replaced by new PHP versions. The customer must inform FireStorm of any problems by ticket immediately, but no later than after 3 days. Any damage, adaptations, third-party costs or repairs shall be borne by the customer. A refund of the services paid is excluded as long as the product has essentially the same features as the original product; otherwise the customer is entitled to proportionate (pro rata temporis) refunds of the monthly fee. The request for a refund must be submitted by ticket or in writing and must be received by FireStorm no later than 40 days after the first occurrence of the fault. Clause 17.2 applies to outages.
 - 17.6. If a security vulnerability becomes known in software that FireStorm uses for its services (e.g. PHP, web server, mail server, databases, operating system or control panel), FireStorm may take protective measures immediately and without prior notice. These include in particular blocking or restricting individual functions (e.g. file uploads,

PHP functions, interfaces), switching off affected versions or services and installing emergency updates. This also applies if the customer's websites, applications or services consequently no longer work in whole or in part. The measures remain in place until the manufacturer provides a fix and it has been installed, or until the risk has been eliminated in another way. If the manufacturer does not provide a fix, clause 17.5 applies. Such interruptions and restrictions do not count as downtime under clause 17.2. They do not give rise to any claim to a credit, price reduction, refund or damages. For vServers, root servers and dedicated servers, the customer is solely responsible for the software on its server. In the event of acute danger, FireStorm may restrict the server on the network side or disconnect it from the network.

- 17.7. If the customer uses software versions for which the manufacturer no longer provides security updates (e.g. outdated PHP versions), it does so at its own risk. FireStorm may at any time restrict functions, activate additional protective measures or switch off such versions. The customer has no claim to continued operation, not even at its own request. The customer bears any damage resulting from the use of outdated versions, in particular if websites are compromised. FireStorm carries out clean-ups only on instruction and charges them at the applicable hourly rate.
18. Server housing: For server housing products, the customer must ensure that its own hardware cannot cause a fire in the data centre. Wood, polystyrene or other combustible materials must not be placed in the data centre.
 - 18.1. Insurance of the customer hardware and any resulting damage is the responsibility of the customer.
 - 18.2. Claims for damages are covered to the extent covered by the insurance we have taken out (proportionately, pro rata temporis). Upon request, FireStorm grants the customer inspection of the insurance policy.
 - 18.3. The customer shall ensure that it has a functioning and up-to-date backup of its complete system stored locally at all times.
19. The current and valid GTC are published at www.firestorm.ch. If the customer wishes to be actively informed of changes to the GTC, it may notify FireStorm thereof by e-mail or letter; otherwise the customer may obtain information on the website at any time or request the currently valid GTC.
20. The customer acknowledges and accepts the Hosting Policy and the Data Processing Agreement (DPA).
21. The place of jurisdiction for any disputes arising from this contract is Hinwil.
22. Should one or more provisions of these General Terms and Conditions prove to be void or invalid, this shall not affect the remaining provisions; these shall remain unchanged and retain their validity. The void provision(s) shall be replaced by lawful provisions that are as economically equivalent as possible.

Hosting Policy

Annex to the GTC, Tann, October 2026

Article 1

FireStorm ISP grants the customer a certain amount of storage space on one of its Internet servers for private or commercial use. The customer may offer, receive, send and process information via this storage space. For this purpose, it may use all Internet services made available to it (WWW, e-mail, FTP etc.).

Article 2

Excluded from this right is any handling of information of the following nature: pornographic text, image, film or audio material, in particular hard pornography, child pornography, bestiality etc. Material protected by copyright or not legally acquired, such as pirated software, music copies, film copies, MP3 copies etc. Information and data with offensive or hurtful content, containing incitement to hatred or racist, fascist or otherwise extremist ideas, or giving rise to concern of moral endangerment, in particular of minors. Anything that calls for the glorification of violence or serves to break applicable laws. Links to pages containing the material listed above, as well as the sending of mass mailings and SPAM mails (including, among others, e-mail messages containing an advertising message and all machine-generated e-mail messages, e-mail sending to more than 50 recipients, etc.). The work required to block or partially block the website and/or the customer account is charged at the hourly rate applicable on the website and amounts to at least CHF 50.00.

Article 3

FireStorm discloses information on the customer account and the associated content only where there is a legal obligation or an order of a competent Swiss authority or court. To the extent permitted by law, FireStorm informs the customer in advance.

Article 4

With web hosting (shared servers), the customer may process its information stored on the server. For this purpose it has the right to load the server CPUs to a reasonable extent (fair use policy). In doing so, it must take system performance into account and carry out more extensive calculations / loads between midnight and 6 a.m. (this also includes the sending of mass mailings). FireStorm reserves the right to suspend immediately customer accounts that load the CPU by more than 50 % for more than 5 minutes. The expenses for the blocking are charged to the customer. Depending on available capacity, FireStorm offers the possibility of providing the customer with a time window during the night for long-lasting loads. With vServers, root servers and dedicated servers, the allocated resources are available to the customer without restriction.

Article 5

The FTP account provided by FireStorm ISP serves exclusively for transferring updated data to the customer's own homepage directory.

Article 6

6.1 The customer undertakes not to use the resources provided by FireStorm ISP for the following actions:

- unauthorised intrusion into third-party computer systems (hacking)
- operating a proxy server or similar programs
- obstructing third-party computer systems by sending / forwarding data streams and/or e-mails (spam / mail bombing)
- sending e-mails to third parties for advertising purposes, unless the customer may assume that the recipient has an interest therein (e.g. upon request or due to a prior business relationship)

- falsifying IP addresses, mail and news headers, and spreading viruses
- operating IRC servers and services, so-called bouncers and BOTS. Ports 6660 to 6670, 7000, 7001 and 9600 are blocked in the network. FireStorm ISP reserves the right to block further ports.
- operating streaming servers (transmission of TV or radio stations or channels)
- operating proxy services

If the customer breaches one or more of the above obligations, FireStorm ISP is entitled to discontinue all services immediately. Claims for damages are expressly reserved.

6.2 The customer must hold the rights of use for the respective content. In addition, the customer may at any time be requested to submit written confirmation of the rights of use to FireStorm ISP GmbH within 24 hours.

Article 7

FireStorm endeavours to provide the service with as few interruptions as possible. Clause 17 of the GTC applies to availability and credits. The services included in the package may change for technical or economic reasons. Should a function or service no longer be offered in future (such as outdated PHP versions), FireStorm will try to procure a replacement (for example through new PHP versions). Should this no longer be possible for technical or economic reasons, the function will be discontinued without replacement and without a price reduction.

Article 7b

For web hosting and e-mail services, the customer authorises FireStorm to read, modify, rename or delete data and to block IP addresses of the remote party, insofar as this is necessary for the security and stability of the systems. This may be done automatically or manually. This includes, among other things, the deletion or modification of:

- SPAM mails
- infected files and data
- log data
- server settings
- server functions (such as outdated PHP versions etc.)

as well as the blocking of IP addresses in the event of:

- multiple failed login attempts
- sending of SPAM messages
- attacks and attempted attacks
- port scanning and triggering of the firewall and the WAF

These lists are not exhaustive. FireStorm does not access data within vServers, root servers and dedicated servers. Network-side protective measures such as firewall, WAF, DDoS mitigation and the blocking of attacking IP addresses remain reserved.

Article 8

FireStorm accepts fault reports via the fault service around the clock. The customer reports an outage or a fault without delay by ticket. Depending on complexity, resolving individual problems may take a longer time. Clause 17.2 of the GTC applies to credits.

Article 9

9.1 The costs are charged to the customer in advance for the term determined by the customer (monthly up to a maximum of 10 years). Upon expiry, the contract is automatically renewed for the selected term unless it is terminated at least 30 days before expiry. This applies to all products. Termination is effected via the cancellation assistant in the customer area, in writing by post with signature, or by e-mail with a qualified electronic signature.

9.2 Price changes to subscriptions may only be applied as of the end of the current contract term of the subscription. Any changes by FireStorm will be communicated in good time (at least 30 days before renewal) via the correspondence channel specified by the customer (by e-mail or by post).

9.3 If manufacturers or suppliers increase their prices for licences or services that form part of the product (e.g. Microsoft, Plesk), FireStorm may pass on the increase with 30 days' notice, even during the contract term. In this case, the customer may terminate the product concerned with effect from the date of the increase.

9.4 After termination has taken place, FireStorm ISP sends a confirmation of termination to the contact e-mail address stored with FireStorm ISP.

Article 10

Within the scope of clause 12 of the GTC, FireStorm is not liable for data loss and time delays of the services (data transfer speed, display of pages, response time of support, server queries, etc.).

Article 11

The customer must report any defects that occur without delay by ticket. Clause 17 of the GTC applies to outages and credits.

Article 12

The FireStorm ISP Hosting Policy may be amended by FireStorm. Changes are published on the FireStorm ISP homepage. Material changes to the detriment of the customer will be announced by e-mail at least 30 days in advance.

Article 13

Should one or more provisions of this Hosting Policy prove to be void or invalid, this shall not affect the remaining provisions; these shall remain unchanged and retain their validity. The void provision(s) shall be replaced by lawful provisions that are as economically equivalent as possible.