

General Terms and Conditions FireStorm ISP GmbH

Version May 2020

1. The following General Terms and Conditions, as well as the Webhosting Policy and for domain names additionally the conditions and / or terms and conditions of the respective responsible registry(ies) for the respective domain extension apply exclusively for business transactions.
2. All offers are subject to change. The company FireStorm ISP reserves the right to accept or reject an order based on the offer.
 - 2.1. The current prices on the order date apply. The prices are always exclusive of transport, packaging costs or other fees. As a rule, the prices are in Swiss francs, any currency unit deviating from this will be noted accordingly. The design of the delivery conditions is based on the separate form "Delivery Conditions". Any price changes will be communicated in good time, but at least 30 days before the invoice is issued, via the email address provided by the customer.

Our payment methods are:

ESR:	Free of charge
Postcard:	2.8% plus CHF 0.55
PayPal:	4.5% plus CHF 0.75
MasterCard and VISA:	4% plus CHF 2.50

3. New customers are supplied against prepayment. With the dispatch of the access data, the goods are considered delivered.
4. The invoices are to be paid in the invoiced currency without deductions within the payment period. The payment period is shown on the invoice (usually 10 days).

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5. FireStorm ISP reserves the right to charge the costs of reminder, collection and enforcement proceedings to the client in case of default of payment. For reminders, at least CHF 5.00 per reminder and for suspensions at least CHF 50.00 per account, domain or product will be charged.
 - 5.1. In case of delay of payment FireStorm ISP is entitled to stop or block the services. In this case the client has to pay the costs of restitution of the goods, repair costs and compensation of the reduced value. Any payments already made will be fully credited to the owed compensation. FireStorm ISP is entitled to charge the client from the due date on a default interest of 6% per year as well as all efforts and collection costs.
 - 5.2. The client has no claim to fulfillment of services in case of blocked or stopped services and is obliged to FireStorm ISP to pay his periodically due fees in due time. The contractual relationship is not dissolved by the discontinuation or blocking of the services.
 - 5.3. FireStorm ISP reserves the right to terminate the contractual relationship without notice in case of delay of payment, collection or death and/or to block the access to the customer account.
 - 5.4. The customer ensures that his customer account always has sufficient credit. If the customer account shows a negative balance for more than 30 days, FireStorm is entitled to block the customer account.
 - 5.5. The reported address data is displayed to the customer in the web administration (under master data). If the customer is not reachable under the given address, in case of death, liquidation or if bankruptcy proceedings were opened, FireStorm is entitled to terminate the contract without notice and to irrevocably delete the hosting and / or domain name as well as all customer data.
 - 5.6. Root servers in customer property must be collected within 10 working days after blocking, otherwise the server will be disposed of. Already paid subscription fees will not be refunded.
 - 5.7. FireStorm is obligated to be attainable under the postal address, which is published under www.firestorm.ch. If FireStorm is not reachable under the postal address given, in case of liquidation or if bankruptcy proceedings have been opened against FireStorm, the customer is entitled to dissolve the agreement without notice.
 - 5.8. The recovery costs for domain names that have already been deleted are CHF 150- for .com, .net, .org, .info, .biz. For .ch and .li domains CHF 450 each. Unless otherwise stated, the recovery costs of a deleted domain name are always 10 times the annual fee.
6. Until the complete payment of the delivered goods, the goods or the product resulting from the goods remains (proportionately) property of the company FireStorm ISP.

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7. The remaining term of a domain expires when moving to another registrar / provider. Already paid domain fees will not be refunded. In order to use the full term, the domain must remain registered with FireStorm during the whole term.
 8. FireStorm ISP reserves the right to terminate a customer at any time in writing, without further details and with a notice period of one month. In case of gross violations of these GTC, FireStorm ISP further reserves the right to block the client and the information material offered by him immediately.
 9. The property rights and copyrights of all works created by FireStorm ISP remain in possession of FireStorm ISP. The rights are only transferred to the buyer by a written agreement about the purchase of the rights.
 10. Our data protection practice complies with the Federal Data Protection Act (DSG) and the Basic Data Protection Regulation of the European Union (DSGVO).
 - 10.1. Personal data of the customer will only be collected and used as far as they are necessary for the establishment, content design or modification of the contractual relationship. The customer undertakes to keep this data in his online administration area always up to date.
 - 10.2. We use the customer's e-mail address only for information letters about orders, for invoices and, if the customer does not object, for customer care and, if desired by the customer, for our own newsletter.
 - 10.3. We do not pass on personal customer data to third parties. Excluded from this are service partners, as far as this is necessary for the determination of the remuneration and the settlement with the customer.
 - 10.4. The customer has a right to information and a right to correction, blocking and deletion of his stored data. If deletion is opposed by legal or contractual obligations to retain data or other legal reasons, the data will be blocked.
 11. The place of guarantee fulfillment is always in Tann. The warranty services apply to work 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 domicile, the travel time of the technician (plus rate per km) will be charged in any case! The company FireStorm ISP is exempt from the warranty in the following cases:
 - 11.1. if damage results from inadequate care or incorrect operation of the machines and devices.
 - 11.2. if changes or repairs were made by a third party not authorized by the company FireStorm ISP
- The company FireStorm ISP takes over no guarantee obligation going over the respective manufacturer warranty.
12. FireStorm ISP is only liable for damages outside the scope of the product liability law, if intent or gross negligence can be proved, within the legal regulations. The liability for slight negligence, the compensation of consequential damages and financial losses, not achieved

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savings, lost profit, lost data, loss of interest and of damages from claims of third parties against the client are excluded. FireStorm is not liable for events of force majeure, which make the contractual performance considerably more difficult for FireStorm or which temporarily hinder or make impossible the proper execution of the contract.

- 12.1. FireStorm ISP is not liable for content, completeness, correctness etc. of transmitted or requested data and for data which are accessible via FireStorm ISP. FireStorm ISP does not guarantee that the offered services are always accessible and that data stored on the computers of FireStorm ISP are always preserved.
 - 12.2. No warranty is given for the function of all software components after acceptance of the root server or hardware by the customer.
 - 12.3. The customer must notify the provider immediately in writing of any defects in root servers or hardware. If FireStorm ISP does not succeed in eliminating defects, which are not caused by the client, the client can reduce the rent per day of loss by 1/30 and after 10 days, the contract can be cancelled without notice.
13. The customer has to inform FireStorm ISP immediately about changes of address (address, phone number and especially email addresses).
- 13.1. FireStorm ISP has the right to charge the costs of the investigations to the customer in case of incorrect, not current or not complete address data.
14. Any transfer of the device to a third party under any title (resale, rental, etc.) is not permitted until the purchase price has been fully paid.
15. Data backup is in all cases the responsibility of the customer. The company FireStorm ISP is not liable for data loss of any kind.
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) The Whois Privacy Entry is registered in the WHOIS as a representative of the owner for data protection reasons and acts in the interest of the customer.
c) The customer remains the owner of the domain with all rights and obligations. All possible legal claims must be borne by the customer.
d) The customer address data will only be released upon written request from 3rd parties or authorities.
- Whois Privacy address for .ch and .li:
WHOIS Privacy Protection by FireStorm
Kirchenrainstrasse 27
8632 Tann
17. FireStorm's offers are addressed to non-sales-oriented private customer associations or projects.
- 17.1 FireStorm is not liable for lost revenues.

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- 17.2 With failures which last more than 3 days, the customer must inform FireStorm in writing by registered mail. The customer grants FireStorm a period of 30 days to solve the problems. On request, the customer can demand a pro rata refund of his monthly fee (pro rata temporis).
- 17.3 an interruption longer than 30 days and if the customer has informed FireStorm as in point 15.2, the customer can withdraw completely from the contract and apply in writing for a credit note proportionately over the remaining term (pro rata temporis).
18. Server housing
In the case of server housing products, the customer must ensure that its own hardware cannot cause a fire in the data center. Wood, polystyrene or other combustible materials may not be placed in the data center.
- 18.1 The insurance of the customer hardware and the resulting damages are the responsibility of the customer.
- 18.2 Claims for damages are covered to the extent that our insurance policy covers them (pro rata temporis). FireStorm grants the customer on request, insight into the insurance policy.
- 18.3 The customer is responsible for ensuring that he always has a functioning and up-to-date backup of his complete system stored locally.
19. The current and valid terms and conditions are published on www.firestorm.ch. If the customer wants to be actively informed about changes of the GTC, he can inform FireStorm in writing by email, fax or letter, otherwise the customer can inform himself at any time on the website or request the currently valid GTC.
20. The customer acknowledges and accepts the Hosting Policy. The Customer acknowledges and accepts the agreement on the commissioned data processing of personal data.
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 in force unchanged and shall retain their validity. The void provision(s) shall be replaced by economically equivalent, lawful provisions that are as economically viable as possible.

Hosting Policy

Appendix to the terms and conditions

Tann, May 2020

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, he can use all internet services (WWW, email, FTP etc.) provided to him.

Article 2

2.1 Excluded from this right is any handling of information of the following nature: pornographic text, picture, film or audio material, especially hard porn, child porn, sodomy etc. Copyrighted or not legally acquired material such as pirated software, music copies, film copies, MP3 copies, etc.

2.2 Information and data which have insulting or hurtful contents, which contain incitement of the people or racist, fascist, or otherwise extremist ideas, as well as a moral endangerment in particular of minors let fear. Anything that incites the glorification of violence or serves to violate applicable laws, links to pages with material listed above.

2.3 The sending of mass mails and SPAM mails (this includes email messages with an advertising message, as well as all machine-generated email messages, email sending with more than 50 recipients, etc.)

2.4 The necessary work, for blocking or partial blocking of the website and/or the customer account will be charged at the hourly rate valid on the website and amounts not less than CHF 50.

Article 3

By using the FireStorm Services, Customer acknowledges and agrees that FireStorm may access, obtain or disclose Customer Account information and Content associated with Customer's account if required to do so by law or in the good faith belief that such access, retention or disclosure is necessary.

Article 4

The customer may process the information stored on the server. He has the right to load the server CPU's to a reasonable extent (fair use policy). He has to take the system performance into account and has to carry out more extensive calculations / loads between 24 and 6 o'clock (this also includes the sending of mass mails). FireStorm reserves the right to immediately block customer accounts, which load the CPU with more than 50% during more than 5 minutes. The expenses for the blocking will be charged to the customer. FireStorm offers, depending on the available capacity, the possibility to provide the customer with a time window during the night, for long lasting loads.

Article 5

The FTP-Account provided by FireStorm ISP serves exclusively for the transfer of updated data into the own homepage - directory

Article 6

6.1 The client commits himself not to use the resources provided by FireStorm ISP for the following actions:

- Unauthorized intrusion into foreign computer systems (hacking)
- the operation of a proxy server and similar programs
- Obstruction of foreign computer systems by sending/forwarding data streams and/or e-mails (spam/mail bombing)
- Sending e-mails to third parties for advertising purposes, unless he may assume that the recipient has an interest in this (e.g. on request or previous business relationship)
- forging IP addresses, mail and news headers and spreading viruses
- the operation of IRC servers and services, so-called bouncers and BOTS is not permitted. The ports 6660 to 6670, 7000, 7001 and 9600 are blocked in the network. FireStorm ISP reserves the right to block further ports.
- The operation of Streaming server (transmission of TV or radio stations or channels) is forbidden.
- The operation of proxy services is prohibited.

If the client violates one or more of the mentioned obligations, FireStorm ISP is entitled to stop all services immediately. Claims for damages are expressly reserved.

6.2 The customer must be in possession of the rights of use of the respective content. Furthermore, the customer can be requested at any time to send a written confirmation of the rights of use to FireStorm ISP GmbH within 24 hours.

Article 7

FireStorm strives to provide the Service as uninterrupted as possible. FireStorm does NOT grant the customer any guarantee of availability. In case of an interruption FireStorm initiates the necessary measures to keep the interruption as short as possible. The services included in the package can change for technical or economic reasons. If a function or service should not be offered any more in the future (as for example outdated PHP versions), FireStorm will try to procure a replacement (for example by new PHP versions), if this should not be possible any more for technical or economic reasons, the function will be cancelled without replacement and without price reduction.

Article 8

FireStorm does not offer SLA (Service Level Agreements) or guaranteed support hours. The customer commits himself to inform the provider FireStorm immediately (at the latest after 5 working days) in case of a breakdown / malfunction. Depending on the complexity of the problem, it must be expected that it can take several days until the problem is processed or solved or that certain problems / malfunctions cannot be solved. The customer has the possibility from the time of the report, a credit note pro rata temporis, in writing by registered mail at FireStorm to demand.

Article 9 Duration of contracts

9.1 The costs are charged to the customer in advance over the term specified by the customer (usually 1, 2 or 3 years, maximum 10 years).

9.2 The contract is automatically renewed after expiry for the duration of the contract unless the customer terminates the contract.

9.3 Termination of the contract

- in writing, signed by mail (registered mail)
- valid digitally signed email (for example SuisselD from the Swiss Post)

This list is exhaustive.

must be terminated in writing, signed by mail or signed by fax or valid digitally signed e-mail (for example SuisselD from the Swiss Post) or e-mail with valid digitally signed PDF (for example SuisselD from the Swiss Post) or by successfully completed termination wizard in the web administration interface (control panel) at least one month (30 days) before expiration and vServer as well as Root server at least two months (60 days) before expiration.

9.2 Price changes of the subscriptions can only be made at the end of the current contract period (12, 24 or 36 months) of the subscription. Possible changes by FireStorm will be communicated early (at least 30 days before renewal) via the correspondence channel (by email or by post) determined by the customer.

9.3 FireStorm ISP will send a cancellation confirmation to the contact e-mail address stored at FireStorm ISP.

Article 10

The company FireStorm ISP is not liable for data loss. FireStorm cannot be held liable if services are delayed (data transfer speed, display of pages, support response time, server queries, etc.).

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The full risk concerning quality and efficiency, reaction speed of the services is not held by FireStorm.

Article 11

The customer has to inform the provider immediately in writing of any defects that occur. The customer grants FireStorm ISP 3 months (90 days) time for the correction of the defects. If FireStorm ISP does not succeed in eliminating defects, which are not caused by the client, the client can reduce the rent by 1/30 for each additional day of loss (after the 90 days).

Article 12

The FireStorm ISP Web Hosting Policy may be modified at any time without prior written consent of the customer. A change of the FireStorm ISP Web-Hosting Policy will be published on the FireStorm ISP Homepage.

Article 13

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 in force unchanged and shall retain their validity. The void provision(s) shall be replaced by economically equivalent, lawful provisions that are as economically viable as possible.