WEBLAND.CH
REALIZE IT.

General Business Conditions (GBC)

Domain

Contents

I. Scope of application and effect

The subject matter of these General Business Conditions are the domain names registered at Webland AG (hereinafter referred to as "Webland").

With the order of a domain name or an additional service and with the use of a domain name or an additional service, the customer (hereinafter referred to as "Customer") accepts these General Business Conditions in all points without reservation.

Changes and/or additions to these General Business Conditions take effect with their online publication under www.webland.ch. With the use of services, the Customer accepts the terms and conditions in force.

The registration of a domain name is not bound to other Webland services.

The domain names of all extensions are subject to the regulations of the respective registries (see point VIII. 3).

For domain registrations and xDSL services, the General Business Conditions shall apply: GBC domain and GBC xDSL.

For hosting and Internet xDSL services, the General Business Conditions shall apply: GBC Hosting and GBC Internet xDSL.

II. Prices and conditions of payment

1. The current prices are published online under www.webland.ch. Webland reserves the right to change the prices at any time.

2. The prices published are immediately effective for newly signed contracts. Renewed contracts are subject to the current prices published at the moment of their renewal.

3. If Webland lowers its prices, it can adapt all discounts granted before the fall in prices.

4. The prices are inclusive of the legal Swiss Value Added Tax at the tax rate in force.

5. The accounts settled by Webland apply to the registration period requested by the Customer (1, 2, 3, 5 or 10 years).
   The contract begins on the date on which the order was placed by the customer, or the date of registration with the registry operator.

6. In general, payments are to be made in advance. Invoices are to be paid by the payment date printed on the invoice.

7. In any case, domain fees are due for the registration period requested. Fees are not refunded.

8. Webland registers domain names (if possible) in real time with the supreme registrars (registry) and finances them in advance. Therefore, domain registrations cannot be cancelled and the fees are also due in case of typing errors or unwanted domain names.

9. In case of delayed payment, Webland is entitled to suspend the use of services and/or terminate the contract immediately (without any compensation) and therefore to delete the domain name and release it for registration.

10. The prices include the delivery of the services ordered according to the description under www.webland.ch. Additional services are charged separately according to the price list published.

III. Beginning and duration of the contract

1. The contract becomes effective immediately after receipt of the Customer's online order by Webland.

2. The electronic transmission of an online order implies that the Customer accepts all conditions of the contract.

3. The contract shall be concluded for the duration of the requested registration period (1, 2, 3, 5 or 10 years). The contract can be terminated by one of the contracting parties upon expiration of the requested registration period, observing the period of termination under Point 4.4.

4. If the Customer fails to comply with one or more of these agreements, Webland is entitled to terminate the contract immediately and therefore to delete the domain name and release it for registration.

IV. Renewal and termination of the contract

1. Before the contract expires, Webland shall send to the Customer a reminder for contract renewal.

2. If the contract is not terminated within the period stipulated, it shall be automatically renewed for the same registration period.

3. The contract ends with its written termination by one of the two parties within the period stipulated.

4. The period of termination is 30 days upon expiration of the requested or renewed registration period.

5. In case of failure to comply with one of the conditions of the contract, Webland reserves the right to terminate the contract immediately and suspend all services and therefore to delete the domain name and release it for registration.

6. In case of anticipated termination, the Customer is not entitled to a pro rata temporis reimbursement of domain fees paid.

V. Webland's range of services

1. Webland's service to Customers is the registration of domain names and other additional services. The

registration of a domain name is not bound to other services from Webland.

2. Webland may call in third parties for the delivery of its services.

3. The services offered by Webland are without engagement. Webland may change the service package of all offers and options at any time, observing the period of termination under Point IV.4.

4. Webland attaches great importance to a high level of reliability and endeavors to deliver its services without faults and interruptions and within the scope of its operational resources. If possible, Webland informs its customers in good time about foreseeable interruptions required for maintenance work, service improvements, implementation of new hard- and software and trouble-shooting.

5. Domain names are registered by Webland with the supreme registrars (registry) on the Customer's instructions. Domain names are registered under the name given by the Customer (exception: .eu demain registrations with fiduciary service under Point 7). The rights on a domain name will pass to the Customer only after authorization of the supreme registrars (registry) and after payment of the domain fees. Webland can not guarantee that a requested domain name will be allocated to the customer by the registry operators (Registry).

6. For the registration of .eu domain names, the Customer must necessarily have a place of residence or business within the European Union (EU). If the Customer has no contact within the EU, Webland shall, as a trustee, provide a contact within the EU against payment of a fee (fiduciary service). If a customer uses the fiduciary service for .eu demain registrations, domain names shall be registered with the supreme registrars (registry) under the name of Webland's EU contact. The rights on a domain name will pass to the Customer only after authorization of the supreme registrars (registry) and after payment of the domain fees.

VI. Customer's obligations and responsibilities

1. The customers are fully responsible for information published on the Internet.

2. If, at the Customer's request, a domain name is registered by Webland or transferred to Webland by another registrar, the Customer assures Webland of having the right to use this domain name. Webland is hereby expressly released from any obligation to check the rights on a domain name.

3. The Customer assures and confirms Webland that neither the registration of a domain name nor the way it is used directly or indirectly offends the rights of third parties.

4. If the Customer uses the fiduciary service for .eu domain names, it assures Webland of having the right to use this domain name. Webland is hereby expressly released from any obligation to check the rights on a domain name. If a third party should make justified claims to a domain name at Webland, Webland is authorized to transfer the domain name to the claimant without the Customer's agreement.

5. When ordering a domain name, the Customer undertakes to give correct and complete contact information. In case of false information, Webland reserves the right to terminate the contract immediately and suspend all services and therefore to delete the domain name and release it for registration.

6. The Customer agrees that its data:
   - will be transmitted to the registrar for registration
   - will be available to the public through Whois Database Service
   - will be available to ICANN for examination
   - will be included in our database for the delivery of registration services

7. The Customer is aware that deliberately false or incomplete information or the deliberate failure to update information immediately and the non-observance of the principles of use fixed by ICANN and the registrar constitutes an essential breach of this agreement and that Webland is entitled to have the registration cancelled.

8. The Customer undertakes not to transmit its personal user identification to third parties nor to make them available to third parties.

9. If the Customer should offend against one or more points of this agreement, Webland is entitled to suspend the use of services and/or terminate the contract immediately (without any compensation) and therefore to delete the domain name and release it for registration. Webland reserves the right to make claims for damages.

10. The Customer undertakes to maintain its contact information. The contact information can be managed online under www.webland.ch. If the information turns out to be incomplete, incorrect or out of date and the identity of the domain owner or billing contact cannot be established without difficulty, Webland is entitled to cancel the domain name and release it for registration.

VII. Liability and warranty

1. The services delivered by Webland are used at the Customer's risk. Webland accepts no responsibility for damages caused to the Customer by the delivery or transmission of its information or other information on the Internet.

2. Webland accepts no responsibility for direct or indirect damages due to technical problems, server faults, loss of data, transmission errors, data incertainty or for other reasons. Webland is by no means responsible for lost profits and subsequent costs.

3. Webland is not responsible for damages and abuses caused by third parties.

4. Webland cannot be held liable for security faults and technical failures on Webland's internal network, Swisscom's telecommunication network as well as on other operators' network and the Internet. Webland shall not assume any costs for services delivered by third parties.

5. Webland gives no guarantee for a trouble-free operation of the services offered. The quality of data and the uninterrupted operation of services at a given moment cannot be guaranteed by Webland.

VIII.   Final clauses

1. These General Business Conditions are exclusively subject to Swiss law. The place of jurisdiction is CH-4144 Arlesheim (Switzerland).

2. Should one of the provisions of these General Business Conditions be ineffective, the contract will continue to exist and the effectiveness of the other provisions will remain unaffected. The ineffective provision is to be replaced by a regulation whose effects come as close as possible to the aim pursued with the ineffective provision.

3. Webland is a member of the COREhub (Internet Council of Registrars) and thus a registrar accredited by ICAAN. For the rest, the terms and conditions of ICAAN, COREhub (COREhub Registration Agreement) and the individual registries shall apply.
   Webland is an official Switch partner and thus authorized to administer .ch and .li domain names directly.
   With the acceptance of the Webland's General Business Conditions, they are accepted as well.
   The other terms and conditions can be consulted under the following links:
   .ch / .li: Switch (www.nic.ch), .swiss: BAKOM (www.nic.swiss), .eu: EURid (www.eurid.eu), .de: DENIC (www.denic.de), .fr: AFNIC (www.afnic.fr), .at: nic.at (www.nic.at), .mobi: mTLD (www.dotmobi.mobi), .com/.net/.org: Verisign (www.verisigninc.com), .info: Afilias (www.afilias.info), .biz: NeulStar (www.neustar.biz), .cn: CNIC (www.cnnic.cn), .in: NIE of India (www.registry.in), .asia: DotAsia (www.dot.asia).

4. In the event of inconsistencies or questions of interpretation between the German and the English versions of these General Business Conditions, the German version shall prevail.

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