

RendCloud - Terms of Use

English

1 Scope of Application and Acceptance of these Terms of Use

- 1.1 These terms of use („ToU“) of RendCloud GmbH, Mülibachstrasse 42, 8107 Buchs ZH („RendCloud GmbH“) apply to all agreements between customers of RendCloud GmbH and its customers relating to the services of RendCloud GmbH.
- 1.2 The services of RendCloud GmbH are only available to business customers.
- 1.3 Any terms of use or similar documents of the customer do not apply.
- 1.4 The customer accepts these ToU by checking the corresponding box prior to conclusion of the agreement. The customer thereby declares that he has read, understood and accepted these ToU.

2 Services of RendCloud GmbH

- 2.1 RendCloud GmbH offers the following services that are described in more detail in separate specification sheets:
- 2.2 *Cloud-Services*: RendCloud GmbH provides the customer with several resources („customer environment“).
- 2.3 [Managed Firewall-Service](#)
- 2.4 [DHCP-Service](#)

2.5 [Backup-Service](#)

2.6 [Web Antivirus-Service](#)

2.7 [Antispam E-Mail-Services](#)

3 Commencement, Duration and Termination of an Agreement

- 3.1 The agreement between the customer and RendCloud GmbH is concluded for an infinite period of time. Each party may terminate the agreement with a notice period of 30 days at any time. The service fee for the last month is owned proportionally.
- 3.2 In case of breaches of the agreement by the customer, RendCloud GmbH reserves the right to suspend the services until such breaches are remedied or to terminate the agreement with immediate effect.

4 Rights and Obligations of the Customer

- 4.1 The customer will notify RendCloud GmbH immediately about a change in his contact data.
- 4.2 The customer is responsible for administration, configuration, maintenance and protection of the customer environment. The customer is also solely responsible for maintenance and updating and upgrading of any operating system, application or security software installed in the customer environment and for protecting the customer environment against unwanted access or manipulation of third parties.

4.3 The customer is solely responsible for the configuration of the Antispam E-Mail-Services.

4.4 The customer ensures that the use of the services complies with applicable laws and the agreement.

4.5 The customer will inform RendCloud GmbH immediately upon becoming aware of any of the following relating to the services:

- a) defects;
- b) malfunctions;
- c) interruptions;
- d) unauthorized access;
- e) unauthorized manipulations;
- f) illegal use.

4.6 If the customer has not subscribed to the Backup-Service, the customer is solely responsible for backups of its data.

4.7 The customer agrees not to make or tolerate any acts on its customer environment or by way of the services of RendCloud GmbH that are against the applicable law, rights of third parties, public morals or these ToU. Such acts comprise in particular:

- a) unauthorized intrusion into IT systems of third parties (Hacking);
- b) unauthorized port scanning (Port-Scanning);
- c) DoS-/DDoS-attacks and similar;
- d) spamming;
- e) use of fake e-mail or IP-addresses;
- f) phishing or likejacking;

- g) file sharing without being in the possession of the required rights;
- h) saving and dissemination of malware;
- i) saving and dissemination of illegal content;
- j) saving and dissemination of pornographic content;
- k) saving and dissemination of discriminating content;
- l) saving and dissemination of proclamations of violence;
- m) saving and dissemination of representations of violence;
- n) saving and dissemination of content violating personality rights;
- o) offering of illegal gambling and gaming.

4.8 RendCloud GmbH is entitled to suspend the services immediately, for a limited time or permanently, if RendCloud GmbH suspects acts or contents as set forth in clause 4.7 in a customer environment or if RendCloud GmbH is notified of such acts or contents by any third party.

4.9 The customer will take the required measures to protect the customer environment against unauthorized access or use by third parties. The customer ensures that the acts listed in clause 4.7 may not be performed by third parties in its customer environment.

4.10 The customer agrees not to operate any open mail-relays, anonymization services (such as TOR-nodes) or file sharing platforms. RendCloud GmbH is entitled to suspend the services immediately, for a limited time or permanently, if RendCloud GmbH suspects any such operations or if RendCloud GmbH is

notified of such acts or contents by any third party.

4.11 The customer acknowledges and considers when using its customer environment that the capacity of the internet connection of RendCloud GmbH is not unlimited. The customer shall not excessively use the internet connection of the customer environment („fair use“). RendCloud GmbH is entitled to temporarily restrain the bandwidth available to the customer if the customer's use of the available resources is excessive.

5 Rights and Obligations of RendCloud GmbH

5.1 RendCloud GmbH provides its services in the scope of its technical and business resources. RendCloud GmbH aims at providing its services failure-free and uninterruptedly.

5.2 If the customer has not subscribed to the Backup-Service, RendCloud may but is not obliged to maintain a backup copy of the data in customer's environment. In this case, the customer is not entitled to a potential backup.

5.3 If the customer has subscribed to the Backup-Service, the customer is entitled to access to the backup.

5.4 RendCloud GmbH reserves the right to change a static IP-address, if a customer environment is accessible through a static IP-address.

6 Pricing, Billing and Payment

6.1 The prices of RendCloud GmbH are announced in CHF (net) and additional VAT at the current rate will be added if applicable. The services will be invoiced monthly in advance and shall be paid within 20 days upon receipt of the invoice (payment period).

6.2 The customer is in default after the end of the payment period. From the second notice of default, the customer owns a notification fee of CHF 20 per notice.

6.3 If the customer desires to obtain a copy of the data in its customer environment after termination of the agreement, RendCloud GmbH will provide him with such copy upon request and against an additional payment of CHF 400. Such request of the customer has to be received by RendCloud GmbH 15 days prior to the termination date of the agreement at the latest.

7 Liability and Limitation of Liability

7.1 RendCloud GmbH's liability for slight and average negligence is excluded to the extent permitted by law. The same applies to liability of RendCloud GmbH for any proxies, agents or other persons assisting RendCloud GmbH in the performance of the agreement. In particular, RendCloud GmbH waives any liability for any damages caused by activities of third parties (such as DDOS- or DoS-attacking, hacking or malware).

7.2 Any liability of RendCloud GmbH for the filter mechanism of the Antispam E-Mail-services is also excluded. The customer is aware that e-mails may be marked and sorted-out as spam

erroneously. The customer is responsible for control of the e-mails sorted-out.

- 7.3** The customer will hold RendCloud GmbH harmless for any damages or expenses that RendCloud GmbH or third parties suffer or incur and which are caused by the use of the services by the customer or any third parties attributable to him.

8 Data Protection

- 8.1** Use protocols are data which are collected when the customer environment or the infrastructure of RendCloud GmbH are used. These data comprise source and target IP-address of the user, date and time of the access.
- 8.2** The customer agrees that RendCloud GmbH may collect the use protocols.
- 8.3** RendCloud GmbH treats the use protocols confidential and will delete them six months from the collection date unless applicable law requires a longer period of storing such data.
- 8.4** The customer acknowledges and agrees that his passwords for the use of the services (in particular the password for the platform) are saved by RendCloud GmbH.
- 8.5** The customer agrees that RendCloud GmbH may make backups of the data in the customer environment.
- 8.6** Any backup copies of data in the customer environment will only be made for security reasons. Such data will be treated confidential and will be deleted twelve months after its collection at the latest.

- 8.7** The customer is aware that e-mails will be temporarily stored on RendCloud GmbH's server in the course of providing the Antispam E-Mail-Services. E-mails which were sorted-out as spam will be stored for at least 30 days and for a maximum duration of six months. RendCloud GmbH treats these e-mails confidential.

- 8.8** RendCloud GmbH is entitled to provide information about use protocols, data in the customer environment and in connection with the use of the Antispam E-Mail-Services to authorities (in particular law enforcement agents and courts), if such provision of information is legally proper.

9 Miscellaneous

- 9.1** RendCloud GmbH may change these ToU at any time with future effect. The customer will be informed about any changes and will be asked to accept the changed ToU.
- 9.2** The agreement and these ToU are governed by substantive Swiss law. The courts of the city of Zurich are the exclusive venue for any disputes arising out of or in connection with this agreement or these ToU. However, RendCloud GmbH remains entitled to pursue enforcement of any outstanding payments of the customer at his domicile.
- 9.3** These ToU are in effect from 1 June 2014.