

General terms and conditions

As customer is referred to every natural or legal entity which has a signed contract with the stepping stone Ltd.

1. Validity, modification and publication of this user guidelines

1.1 This user guidelines for stepping stone Ltd internet services (following «internet guidelines») are part of the general terms and conditions of stepping stone Ltd. They included binding contractual data, which guidelines should be observed by the customer, when using the internet services from stepping stone Ltd.

1.2 As far as not regulated in the internet guidelines or other contractual clauses, the general terms and conditions apply.

1.3 The actual and binding wording of the internet guidelines is published on the internet under: [General terms and conditions](#).

1.4 The applicable version of the internet guidelines is valid as soon as it is published from the stepping stone Ltd on the website mentioned under 1.3. The stepping stone Ltd reserves the right to change these guidelines at any time. The customer is responsible to inform himself of the applicable version.

2. Warranty

2.1 The stepping stone Ltd guarantees a professional execution of the services. The customer, however, is not entitled to claim uninterrupted and fail-free availability at all times.

2.2 The stepping stone Ltd reserves the right to adapt or change, as well as to stop providing a service without explicit consent of the customer.

3. Legal/Illegal usage

3.1 The customer is only allowed to use the services within the course of the current Swiss law and regulations.

3.2 The customer agrees not to use the services to commit nor to support criminal actions and will take the necessary steps within his sphere of responsibility to prevent any criminal use by the customer's users or third parties. This applies in particular with respect to acts of unlawful games of chance, money laundering and the distribution and enabling of access to portrayals of violence, of so-called hard pornography, of provocations to commit crimes or acts of violence, interferences with freedom of religion and of

culture or of racial discrimination within the meaning of the Swiss Criminal Code.

3.3 The transmission, distribution or storage of material or information, which is against current law or general known regulations is forbidden. This includes in particular, without exception materials, which are protected by copyright or trademarks as well as confidences, when no proven authorisation is present.

3.4 The same is applicable for distribution and storage of content which is obscene or scurrilous, which represents illegal danger or such or is against current export- or import regulations.

3.5 The customer shall inform the stepping stone Ltd immediately of any faults, problems or interruptions of services, equipment or software of which he becomes aware and in particular also of cases of use of the services in breach of the law or of this contract by the customer's users and by unauthorised third parties (e.g. hackers).

3.6 The customer is liable to any costs in context with the from his connection used services.

4. System and network security

4.1 Violence against the system and network security are forbidden. Violation is a criminal act, if necessary, criminal and civil prosecution can apply to the customer.

4.2 The stepping stone Ltd can clarify such incidents and violences. In the case of a criminal act, the stepping stone Ltd will inform and cooperated with the law enforcement authorities.

4.3 Examples of violence against the system and network security are especially following:

- Unauthorised access on or the usages of data, system and network elements, including the traffic monitoring or scanning as well as the conscious examination of the vulnerability of the system and network elements without explicit authorisation of the system and network owner.
- Unauthorised monitoring of data and traffic without explicit, prior authorisation of the system owner.
- Interference of the services to the system or network components, especially through mail bombs, mass mailing (broadcasts) or other attempts, to overload the system.
- Falsification of control information in TCP-IP-packets (packet header), for example the TCP/IP address or an information in part of the control (for example the receiver or the sender), in a electronic message (e-mail) or in a newsgroup entry.

4.4 The customer shall take all necessary measures to prevent unauthorised instructions into his own and third party systems, against the dissemination of viruses and to comply with the applicable regulations of the law.

4.5 The customer should follow the instructions of the stepping stone Ltd for connection and usage of devices for the utilisation of the services. Besides this, the customer is responsible for the compliance of current regulations and laws as well as safety precautions like the compatibility of the used hard and software.

4.6 The customer leaves all services complying the online described procedures and namely presses «logout» respectively «EXIT» and closes the used browser, and so refuses access to his account to third parties.

4.7 The customer communicated passwords are determined for the personal use and should therefore be treated confidential. If the stepping stone Ltd notices unauthorised disclosure of the password, the costs for password changes will be invoiced to the customer.

4.8 The stepping stone Ltd reserves the rights to prove the stored and transmitted content on their correctness. In the case the stepping stone Ltd determines breach against the internet guidelines or receives notice of such, she can disable respectively cancel services without notice or pre-warning. This includes fee-based as well as other internet accounts of the customer. The costs for clarifying such violations will be invoiced to the customer.

5. E-mail, instant message and other electronic mail

5.1 Sending of harassments, especially also undesired commercial advertisement and general, impersonal announcements is forbidden.

5.2 Sending the same undesired messages to one or more electronic mailing lists, among experts also known as «spamming» is forbidden.

5.3 Falsification of sender details or different header information is forbidden.

5.4 Otherwise the obligations as mentioned under number 4 are valid.

6. Usenet newsgroups

6.1 Sending or publishing the same or similar messages in multiple electronic discussion forums (news groups) like for example excessive cross or multiple publishing (also known as «usenet spamming», «Excessive Multi-Posting» EMP, «Excessive Cross-Posting» ECP) is forbidden, regardless the commercial or not commercial content.

6.2 Falsification of header information in usenet messages is forbidden.

6.3 Otherwise the obligations as mentioned under number 4 are valid.

7. Complaints

Complaints or messages in relation to the here described internet guidelines can be reported to:

- In case of abuse of the services: [abuse\(at\)stepping-stone.ch](mailto:abuse@stepping-stone.ch)
- In case of violence to security: [security\(at\)stepping-stone.ch](mailto:security@stepping-stone.ch)

8. Responsibilities/penalties

8.1 The stepping stone Ltd can suspend their services when an activity or inactivity on part of the customer or by bearing an activity for which the customer is responsible are an exposure to the normal functioning or the security of the telecommunication networks on which the stepping stone Ltd yield its services or when a customer violates the internet guidelines.

8.2 The customer is responsible for the content of any messages (language or data), which are transmitted through its internet connection by the stepping stone Ltd.

8.3 The customer holds the stepping stone Ltd harmless in case of any claims of third parties in connection with transmission of messages on behalf of the customer (language and data).

8.4 The customer bears liability with regards to the dedicated server of the stepping stone Ltd in case of loss or damage to hard- and software placed at his disposal. Without prior approval in writing from the stepping stone Ltd the customer is not allowed to make any changes to surrendered hard- and software.

8.5 There is a possibility that through the internet services information is available which is only intended to persons over the age of 16 (resp. 18). The customer will take all measurements required to reject persons under the age of 16 (resp. 18), who come under his responsibility, to access this information.

8.6 The customer takes notice that the stepping stone Ltd will go public resp. will announce on request the identity of the customer in case of violation against the internet user guidelines.

9. Partially invalidity

In case one of these terms in those internet guidelines should prove to be invalid, this term will be replaced by another term, which complies with the aspired purpose as much as possible.

10. Termination of a service

10.1 The stepping stone Ltd reserves the right, without giving reason or prior notice, to terminate any free products (for example free web mail accounts) and delete any data definitely which were not in use for three months or longer. The stepping stone Ltd is not obliged to save any data on the account of the customer or to forward unread or unsent messages.

10.2 With the termination the customer is deprived of any usage of the services without further ado and with direct effect.

10.3 However, the stepping stone Ltd reserves the right to terminate without previous notice any service (at no charge or subject to charge), when the customer violates the law or general terms and conditions or this internet user guidelines.

10.4 Unless otherwise stipulated, the stepping stone Ltd reserves the right to terminate any services in writing (also through e-mail) within a notice period of 30 days.

10.5 For the direct and indirect damage, which occurs in relation to the termination, the stepping stone Ltd takes no liability.

This English version of the general terms and conditions is a translation of the original German version of the general terms and conditions. If there are any contradictions or inconsistencies between the original German version of the general terms and conditions and any version or translation of the general terms and conditions in any other language, the German version of the general terms and conditions prevail.

In case of doubt, only the original German version [«Allgemeine Geschäftsbedingungen»](#) is valid.

Berne, july 2005