HostOn · Alin Ghiorghiu (Einzelunternehmen)
UID CHE-250.946.601 MWST · Handelsregister CH-020.1.094.459-1
Schürbungertweg 10, 8302 Kloten, Schweiz
info@hoston.ch

# FRAMEWORK AGREEMENT FOR HOSTING AND INTERNET SERVICES

No. ..... of ..... · version 2026-11-10

Translation for information only. The German version alone is binding.

## 1. Parties

**HostOn · Alin Ghiorghiu (Einzelunternehmen)**, Schürbungertweg 10, 8302 Kloten, Schweiz, UID CHE-250.946.601 MWST, commercial register no. CH-020.1.094.459-1, e-mail info@hoston.ch, hereinafter **“HostOn”** or the “Provider”,

and

**.....** (private individual / company), residence or registered office ....., UID (for companies) ....., e-mail ....., phone ....., hereinafter the **“Customer”**.

## 2. Subject matter

HostOn provides the Customer with the services ordered in the client area my.hoston.ch. The package, resources, term and price of each service are set out in the annexes to this agreement: Annex 1 – Web hosting and WordPress hosting, Annex 2 – E-mail packages, Annex 3 – VPS servers, Annex 4 – Domains, Annex 5 – SSL certificates and additional services, Annex 6 – Reseller hosting.

## 3. Contract documents

The contract consists of the following documents, in this order of precedence: (1) individual agreements made in writing; (2) the annexes to this agreement (service description and price at the time of the order); (3) the special provisions B1–B7 of the General Terms and Conditions (Terms); (4) the other sections of the Terms; (5) the Acceptable Use Policy. This framework agreement records the arrangement in a clear form and creates no additional obligations; in case of doubt the Terms prevail. The versions in force on the day of the order apply. The Privacy Policy explains how personal data are processed.

## 4. Conclusion of the contract

4.1. The contract is concluded electronically: when ordering, the Customer confirms by ticking a box that they have read and accept this agreement and the Terms, and completes the order in the client area. The contract is formed as soon as HostOn confirms the order by e-mail or provides the service; payment of the invoice confirms it. No handwritten signature is required, as no particular form is prescribed for this contract (Art. 11 Swiss Code of Obligations).

4.2. HostOn keeps the proof of acceptance (date, time, IP address) and makes the contract available in the client area for the entire term of the contract.

## 5. Term, renewal and termination

5.1. The term begins when the service is provided and corresponds to the term stated in the annex. Unless terminated, the contract renews automatically for the same term.

5.2. The Customer may terminate at any time with effect from the end of the term in the client area via “Account Cancellation Request” on the service; the notice must be received no later than 14 days before expiry. HostOn may terminate by e-mail with the same notice period.

5.3. Fees already paid are not refunded pro rata on termination, unless there is a right of withdrawal (section 9) or a mandatory legal provision requires it. Extraordinary termination and the consequences of the end of the contract are governed by the Terms.

## 6. Prices and payment

6.1. Prices are stated in the annexes and on the invoice. They are in Swiss francs (CHF) including statutory VAT (currently 8.1%) where due. Services are invoiced in advance for the chosen term.

6.2. For web hosting, WordPress, VPS and e-mail packages, the price agreed when the contract was concluded applies on every renewal as long as the contract is renewed without interruption in the same package (price guarantee under the Terms). Domain prices may be adjusted if the registry raises its prices, with at least 30 days’ notice.

6.3. If an invoice is not paid by its due date, the Customer is in default without reminder: from 10 days the service may be suspended, from 14 days a reminder fee of CHF 20.– is charged, and from 30 days the contract may be terminated. Default interest of 5% per year is owed.

## 7. Obligations of the parties

7.1. HostOn provides the services with due care and in line with the current state of the art. A fixed availability percentage is owed only if expressly agreed in writing; the page “Availability and service level” describes monitoring, maintenance and backups.

7.2. The Customer uses the services lawfully and in accordance with the Terms and the Acceptable Use Policy, keeps installed software up to date, uses secure passwords, keeps their contact details current and regularly backs up important data themselves. The Customer is responsible for the content and for all actions carried out with their access credentials.

## 8. Liability

HostOn is liable without limitation for damage caused intentionally or through gross negligence, for personal injury and where mandatory law provides for liability. For direct and proven damage caused by medium negligence, liability per contract year is limited to the amount the Customer paid for the affected service in the preceding 12 months, up to a maximum of CHF 10,000.–. Otherwise liability is excluded to the extent permitted by law, in particular for slight negligence, indirect and consequential damage, and data loss that could have been avoided by the Customer’s own backups (details in the Terms).

## 9. Right of withdrawal

HostOn voluntarily grants a right of withdrawal of 14 days from delivery of the access details for the first order of a web hosting, WordPress, e-mail or VPS package per customer and product type.

Excluded are domains, issued SSL certificates, renewals and upgrades, and services that do not belong to these package types (e.g. reseller hosting). If a domain was included free of charge, its regular price is deducted from the refund; the domain remains registered. Conditions and model form: page "Right of withdrawal". More extensive mandatory rights remain reserved.

## 10. Data protection and notices

Personal data are processed in accordance with HostOn's Privacy Policy. For personal data the Customer stores in its services, HostOn acts as processor under the Terms. Notices are given by e-mail to the address stored in the client area and through support tickets; e-mail counts as written form.

## 11. Changes

HostOn may amend the Terms, the Acceptable Use Policy and this agreement with at least 30 days' notice by e-mail and on hoston.ch. If the changes materially disadvantage the Customer, the Customer may terminate the affected contract with effect from their entry into force and receives a pro rata refund of fees paid for the remaining term. The price guarantee is not affected.

## 12. Governing law and jurisdiction

The contract is governed exclusively by Swiss law, excluding conflict-of-law rules and the Vienna Sales Convention (CISG). The exclusive place of jurisdiction is Kloten; consumers may in addition rely on the mandatory jurisdiction of their place of residence. Only the German version of this agreement is binding; translations are provided for information.

## Acceptance of the agreement

The agreement is concluded electronically by ticking the box when ordering and is confirmed by payment of the invoice. In the contract generated in the client area, this section shows the acceptance details (date, time, IP address, paid invoice).

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# Annex 3 – VPS servers

to agreement no. .....

Service: ..... · Domain: ..... · Term: ..... · First payment: ..... · Renewal: .....

1. The VPS is a virtual server (KVM) with the guaranteed resources shown when ordering and full root access. It is offered unmanaged: the Customer is the sole administrator of the server.
2. Installation, configuration, updates, firewall, monitoring and backups are the Customer's responsibility. HostOn backs up data on the VPS only if a backup add-on has been ordered. Assigned IP addresses remain HostOn's property.
3. In case of attacks, compromised systems or abuse, HostOn may immediately disconnect or stop the server. After the end of the contract, the virtual disks are deleted no earlier than 7 days later. The right of withdrawal is governed by section 9.