

Cleanmedia Mercurio („Cleanmedia“) is an Internet filter service provider. The following english version of the conditions are valid outside of Switzerland only.

1. Contract elements

1.1 The following conditions are an integral part of the filtering service contracts.

1.2 Any third party contracts involved in the service are in the responsibility of the two parties involved and will not involve Cleanmedia in any way. Specifically any disputes or support requests or payment issues have to be hold directly with the corresponding third party and not directly with Cleanmedia.

2. Begin and Duration of the Contract

2.1 Cleanmedia Filter contracts start with the arrival of the prepay fee.

2.2 The service duration is indicated in the product description.

2.3 Begin and end of contracts can be communicated by confirmed Emails of both parties.

2.4 Both parties hold an active Email connection and agree, not to filter out Emails of the other party.

3. Obligations of Cleanmedia

3.1 Cleanmedia offers the filtering service 7x24h. There is no guarantee, that involved third parties will have no interruptions. Regular maintenance intervals are rare and communicated by email in advance.

3.2 Cleanmedia helps it's customers to maintain a stable service. Additional support outside the scope of the pure filtering service in the cloud must be ordered and purchased.

3.3 Outages are handeled by Cleanmedia during business hours, Monday to Fryday 08.00 – 18.00 with the exception of the federal holydays of Berne Switzerland as well as from December 24 to January 2.

3.4 There is no refund in the case of outages.

3.5 Refund policy of the prepay filter is handled like the buying of a newspaper at the kiosk. If you don't like it, you don't buy another one.

4. Obligations of the Customer

4.1 Must tell the truth.

4.2 Reports changes of his email address. And avoids spam filtering of Cleanmedia's email messages.

4.3 Will not brake any laws of any countries involved in any Internet communication.

4.4 Accepts to be held responsible for any law suits raised by the usage of his communication via the Cleanmedia Internet Filter Proxy.

5. Fees

5.1 According to price list.

5.2 Service fees and payment instructions can change and will be reported in advance.

5.3 Prepay money is generally not refunded. However Cleanmedia will usually refund prepay money, if the customer was never able to use the service for any reasons.

5.4 Cleanmedia can throttle a customer or discontinue a contract, if the usage of the service is outside the scope of the product. For exampe in case of a professional use for a larger network.

5.5 In case of immediate discontinuation, the fee will be refunded, if the duration of the contract is still valid.

6. Liability

6.1 Liability is folowing standard practices and - in doubt – follows the Swiss „Obligationenrecht“.

7. Confidentiality

7.1 Cleanmedia is bound to the Swiss „Datenschutzgesetz“.

7.2 Cleanmedia can deliver customer data to selected outsourcing providers in order to support its invoice, dispute, support or maintenance processes. In such cases Cleanmedia ensures, that those third parties follow the same reguations.

8. Final remarks

8.1 Changes to these conditions are communicated online and valid after the next start of the next contract period.

8.2 The english version of these conditions are valid for non Swiss customers.

8.5 Disputes are handeled under Swiss laws in Berne Switzerland.

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