

1. General

1. These terms and conditions (the "Webhosting Terms") govern the relationship (the "Agreement") between customer ("Customer") and Servage GmbH, Commercial Register No. DE134660176, Rote Str. 15b, 24937 Flensburg, Germany ("Servage"), with respect to web hosting services (the "Services") in a shared server environment (the "Web Hosting").
2. Customer may be a legal person or natural person of legal age.
3. If Customer would like to order domain name services and/or DNS services from Servage, special terms of agreement, available at Servage's webpages, apply.

2. The Services

1. The Services are specified in more detail on Servage's webpage. Updates of the contents of the Services are free of charge to all customers.
2. Servage provides free of charge support with respect to the Services. This is provided via e-mail, phone and by information on Servage's webpage.

3. Term of Agreement and Termination, Right of Withdrawal

1. To place an order via Servage's webpage, Customer has to choose a username and provide an e-mail address. He can then choose the individual Services on Servage's webpage, provide a postal address and choose the method of payment. Customer will be guided through the ordering process step by step on Servage's webpage and may amend the data before placing an order. Servage will confirm receipt of Customer's order without undue delay (this does not constitute an acceptance). The Agreement comes into force only upon Servage's separate acceptance of Customer's order.
2. The text of the Agreement will be saved by Servage in accordance with data protection laws.
3. After conclusion, Customer is entitled to withdraw from the Agreement within 14 days after conclusion without giving any reasons. Servage provides specific and additional information regarding the exercise of Customer's right of withdrawal in a separate document in connection with the ordering process.
4. Servage applies an additional 45 days return policy. When utilized, all amounts paid with respect to the Services are refunded. Please also refer to section 3:8.
5. Servage applies the right of withdrawal and return policy also with respect to legal persons.
6. Servage does not apply any fixed commitment period. Customer chooses the initial subscription period in the ordering process. The subscription period will renew automatically for consecutive periods as the initial subscription period (but maximum additional periods of 12 months each), unless Customer terminates the Agreement. The Agreement may be terminated by Customer at any time without specific cause. However, if Customer chooses an initial fixed-term subscription, a termination of such contract will become effective only upon expiry of the agreed or automatically renewed period. Following termination, any files stored with Servage through the service will be kept for 2 additional weeks.
7. Termination can be declared through Servage's Customer Service Center or the Service's control panel on the Servage website (for termination of prepaid services see 3:8).

8. Customers who would like to utilize the return policy (see above 3:4), or who want to terminate the Agreement during a prepaid term for which has already been paid for must validate their identity through username and password and submit the termination notification via the Service's control panel. Servage will confirm the notification without undue delay and will refund payments within 20 days. However, if Customer initially chose a fixed-term contract for which he has already paid in advance, any fees paid in advance are not refunded (this does not apply if the return policy is triggered).

4. Fees

1. Fees are charged in advance or in arrears depending on what is set forth in the description of the Services and in the ordering process. Customer chooses the terms and method of payment in the ordering process. Terms of payment and method of payment are also set out on the invoice.
2. Servage is entitled to charge interest on overdue payments and late payment fees in accordance with applicable laws. Servage will suspend the Services if payment is not effected upon reminder. Termination of the Services requires the Customer taking action.
3. Customer shall promptly notify Servage if it considers an invoice to be incorrect. If Customer has disputed the invoice within 8 days and provided reasonable cause to dispute the charge, Servage shall grant respite for the payment of the disputed amount until the parties have reached a settlement.
4. Under specific circumstances (e.g. if Servage incurs significant investment costs caused by necessary hardware upgrades or in currency related issues), fee changes may occur from time to time. Customer is notified of fee changes in writing in advance. Fee changes are not effective until a new term of agreement has come into force.
5. Promotion prices do not affect agreements currently in force.

5. Assignments

1. Customer may only assign the Services to another party subject to Servage's prior consent. Assignment and consent is granted in writing and are effective as of the date that consent is granted by Servage. Withdrawing Customer is not liable for obligations accruing after the time of assignment. Succeeding Customer is not liable for obligations that accrued prior to the time of assignment.
2. Customer may delegate operation and maintenance of webpages etc. to other legal or natural persons, without prejudice to the Customer's obligations under this agreement.
3. Servage may, in whole or in part, assign its obligations and rights under this agreement to another company. In this event, Customer may terminate the agreement with immediate effect.

6. Servage's Obligations

1. Servage does not exercise any control over the information processed by Customer. Hence, Servage is neither liable for the activities on individual webpages or its content, nor for direct or indirect damages attributable to Customer's actions. Servage is not liable with respect to any liability of the Customer in relation to a third party. Servage is not liable for data loss or any other damage caused by viruses or unauthorized access or unauthorized tampering with Servage's servers outside the sphere of Servage's influence.

2. In the event of an injury to Customer's life, body or health culpably caused by Servage or Servage's agents, Servage is liable according to the provisions of applicable law. The same applies in the event of other damage caused by intent or gross negligence on part of Servage or Servage's agents and in the event of a breach of a substantial contractual obligation. To the extent such breach of substantial contractual obligations is unintentional Servage's liability shall be limited to the typically predictable damage. Any liability not expressly provided for above shall be excluded. The limitation above does not apply with respect to liability for damages pursuant to mandatory law.
3. Customer that incurs damage due to errors attributable to Servage or the Services must notify this to Servage immediately. Late notification may lead to a reduction or a loss of the eligibility to claim damages in accordance with applicable law.
4. Claims for damages shall be lodged with Servage in writing (e.g. by e-mail), and be submitted within reasonable time of when the Customer noticed or should have noticed the basis of the claim.
5. Servage has adequate systems for redundant data storage to facilitate data restoration in the event of breakdown; however Servage does not guarantee the access to data on Customer's webpage and is not liable with respect to loss of data, except as provided for by mandatory law.

7. Customer's Obligations

1. Customer is responsible to provide Servage with accurate and efficient contact details during the full term of agreement. Servage is not liable for issues, damages or costs incurred due to inaccurate contact details or where Customer does not take immediate notice of Servage's notifications.
2. Customer is responsible for safe handling of Customer's username and password.
3. Customer is responsible that information processed within the Web Hosting (or Customer's activities within the Web Hosting) does not (a) infringe third party's rights, (b) in any other way violates applicable law, (c) causes damage to property, or (d) is immoral or unethical. Please also refer to section 8.
4. The Web Hosting is exclusively intended for webpage and e-mail use. In case third parties credibly assert or Servage comes to the reasonable conclusion that information hosted for the customer is illegal or constitutes immoral or unethical activities/contents, Servage may remove or disable access to such information or request Customer to remove information immediately.
5. Servage is entitled to access information processed within the Web Hosting in connection with troubleshooting or where there are reasonable suspicions of violations of the Agreement. Servage is also entitled to remove or move information processed within the Web Hosting with immediate effect where this information is liable to cause damage to Servage's customers, servers or network. This applies even if such damage is caused indirectly where the contents give rise to denial-of-service or illegal attacks from a third party.
6. The Agreement may be terminated by Servage without a notice period in the event of a material breach of the terms of the Agreement by Customer. Prior to termination being effected Servage shall, where possible, provide Customer reasonable time to rectify. If the contents or activities of the Customer's webpage cause denial-of-service or other security issues to the Web Hosting, that can be presumed to affect the functionality of other customers' webpages, Servage

reserves the right to immediately– and with no premonition – shut down webpage that causes the issues.

7. Customer that violates this Agreement is not entitled to any refund of paid fees and shall indemnify Servage to the extent possible under German law.

8. Unauthorized Use

1. The Customer may not use the Services in violation of the Agreement, applicable law or to promote inappropriate or unethical activities. Information stored within the Web Hosting or otherwise included in the Services may not contain:
 - Information infringing third party's intellectual property rights;
 - Computer viruses or other malicious code;
 - Child pornographic, pornographic, discriminating, racist, humiliating, threatening or violent content or other content amounting to unlawful threat, incitement to racial hatred, slander or incitement to illegal actions or activities; or
 - Distribution or the like of unsolicited email (so-called spam) or other dispatches without the recipient's consent.
2. Servage may suspend the Services with immediate effect and take other legal actions where the Customer's use of the Services violates section 8:1 above or where the Customer uses the Services in a way that is liable to cause damage to Servage.

9. Privacy Policy

Servage processes personal data in accordance with applicable personal data legislation for the purpose of performing the parties' Agreement (e.g. name, address, bank account information, credit card number). Servage is data controller with respect to the personal data processed by Servage. Servage takes appropriate technical and organizational measures in order to protect personal data. Customer may at any time contact Servage's Customer Service Center in order to obtain further information as to Servage's processing of personal data and to rectify any inaccurate personal data.

10. Miscellaneous

1. Each party to this Agreement shall be relieved from liability for damages and other sanctions where performance of the Agreement is prevented or obstructed by reason of any circumstance beyond the control of the party, such as war, government intervention, break-in, seizure, general restrictions, labor disputes, accidents, unfavorable transport or weather conditions, non-approved concessions, restrictions on energy or default in deliveries from subcontractors that party could not have reasonably foreseen at the time of concluding the Agreement or the consequences of which party could not have avoided or overcome. If performance of the Agreement has been prevented to a material extent for more than one month due to circumstances as stated above, each party is entitled to withdraw from the Agreement without liability.
2. Servage is entitled to change the Webhosting Terms (e.g. if legislation changes or if case law or market conditions require Servage to amend the Webhosting Terms, for clarification or if new services will be introduced). Changes of the

Webhosting Terms are published in writing, by email, to all customers. Customer is not required to accept the new Webhosting Terms. If Customer does not object to the changed Webhosting Terms within six (6) weeks after receipt of the changed terms, they become binding upon the parties. Servage will inform Customer about the legal consequences of his conduct in this regard. Customer that does not accept the new Webhosting Terms is also entitled to terminate the Agreement immediately pursuant to section 3:7.

3. Customer shall only be entitled to offset undisputed or legally determined counterclaims.
4. The Webhosting Terms and the Agreement shall be governed by the laws of the Federal Republic of Germany.
5. Disputes with respect to the interpretation or application of the Webhosting Terms and/or the Agreement shall be settled in accordance with German law. If Customer is a businessperson, a legal person under public law or a special fund under public law, Flensburg Regional Court shall be the court of first instance.
6. Negotiating and contract language shall be German.