

Terms and Conditions

1. General - Scope

- 1.1 The following terms and conditions apply to all business relationships between the customer (hereinafter named as the "client") and Hetzner Online AG, (hereinafter named as "us" and "we"). The governing law is that which was valid when the contract was put into effect.
- 1.2 Dissenting, conflicting or additional client terms and conditions, even if acknowledged, are not part of the contract unless their validity is expressly agreed upon.
- 1.3 The various top-level domains ("domain suffixes") are administered by a multitude of different, mostly national, organizations.

Each of these organizations allocating domains has different terms and conditions for the registration and administration of top-level domains, their respective sub-level domains and the procedures for domain disputes. As far as domains concern the contract, the following additional terms and conditions apply:
<http://www.hetzner.de/en/hosting/legal/bedingungen>.

2. Conclusion of the contract

- 2.1 Our offers are subject to change. We reserve the right to make technical and other changes within reason.
- 2.2 Upon ordering, the client is bound to the tentative offer. We will confirm receipt of the client's order immediately. The confirmation is not contractually binding. The confirmation and acceptance of the contract may be incorporated together.
- 2.3 We are entitled to accept the offer of a contract (the order) within a period of 5 working days after receipt. We are also entitled to reject the order after examining the reliability of the client.

3. Scope of services

- 3.1 As far as the subject of the contractual relationship concerns the registration of domain names, we conduct the procurement of the desired domain only. The actual allocation of the domain name, must first be confirmed by us. We do not have any influence over the allocation of the domain. A liability and warranty for the actual allocation of domain names ordered is therefore excluded.
- 3.2 We guarantee an annual average of 99% network availability for the infrastructure of our data center. If the security of the power supply network or the maintenance of network integrity is in jeopardy, we can temporarily restrict access to the service as required.
- 3.3 The services offered are those valid at the time of the order, based on the offer information, the order form and the applicable monthly special offers, at the time.
- 3.4 If the client wishes to be registered with search engines (online search engines of Internet content), here we are also only responsible for mediation. The operators of the search engines are solely responsible for the date and time of admittance to the search engine.
- 3.5 Technical limitations are regulated by the System Policies, which can be accessed or requested from <http://www.hetzner.de/en/hosting/legal/system-policies>.
- 3.6 Technical support services are not included in the offers. Should the user need or wish to take advantage of these, a separate charge will be made. The effective prices are available at any time at <http://www.hetzner.com>.

4. Data integrity

- 4.1 Where data is transmitted to us, the client is required to back up their data regularly. The server will be backed up regularly by us when this is part of the offer. In the case of data loss, the client must transfer the respective databases to us again free of charge.

- 4.2 The client is obliged to carry out a complete data backup before any changes are made.
- 4.3 The client will receive a user ID and password for security purposes. This must be kept confidential. The client will be held liable for any malpractice resulting from the unauthorized use of the password. If the client becomes aware that unauthorized third parties know the password, they have to inform us without delay. If the client is at fault for third-party password abuse, the client will be liable for all user fees and damages. In suspicious cases the client is able to request a new password, which we then send on to the client.

5. Privacy

- 5.1 Our data protection practice conforms to the Federal Data Protection Act (BDSG) as well as the German Teleservices Act (TMG).
- 5.2 Personal data of clients will only be collected and used, if they are required for the creation, content arrangement or modification of the contractual relationship. The client is obligated to update these data in their online administrations area.
- 5.3 The client's Email address will only be used for information regarding orders, for invoices and – provided that the client does not object – for customer care, as well as for our newsletter, if the client so wishes.
- 5.4 We do not give any personal client information to third parties, with the exception of our service partners in so far as this is required to determine payment and billing with the client.
- 5.5 The client has the right to information and a right to amend, to suspend or to delete his saved information. If deletion conflicts with a legal or contractual duty to save information, or with other legal grounds, the information will be made inaccessible.

6. Published Content

- 6.1 It is the client's responsibility to identify the Internet content as their own or as third-party content. The client's full name and address must be present. Further obligations may result from the provisions of the German Telecommunications Act and Teleservices Act. The client is obliged to examine these provisions and to comply with them.
- 6.2 The client undertakes not to publish content that may violate the rights of third parties or otherwise violate the law. The placement of erotic, pornographic, extremist material or material not deemed in good taste is not permitted. We are entitled to block access to the account of any client who violates this.

The same applies in the event that the client publishes content which is capable of violating the rights of individuals or groups of people, or that insults or denigrates these people. This applies even without an actual legal claim. We are not obligated to review our clients' content.
- 6.3 The sending of spam mail is forbidden. This includes in particular the sending of illegal, unsolicited advertising to third parties. With regard to the sending of Emails, it is forbidden to provide false sender information or to conceal the identity of the sender by other means. We are entitled to block access if this is not respected.

7. Liability

- 7.1 For direct damages, secondary damages or lost profits due to technical problems and disturbances within the Internet that are not in our sphere of influence, we assume no liability.
- 7.2 With regard to contractors, we are not liable for minor negligence of contractual obligations. This does not apply to all cases of personal injury and is in accordance with German "product liability law".

Hetzner Online AG

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91710 Gunzenhausen

Deutsche Bank AG Nuremberg
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Account No.: 750 007 700 • Branch Code: 760 700 12

Management Board: Martin Hetzner Dipl. Ing. (FH)
Chairwoman of Supervisory Board: Diana Rothhan
Ansbach Registration Office: HRB 3204
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For indirect damages and loss of profits, we are liable only in cases of intentional or gross negligence. In this case we are liable only for the contract-typical predictable damage, a maximum of 100% of the annual fee.

- 7.3 If the client's web content is in violation of the obligations mentioned in section 6, particularly in violation of legal prohibitions or morality, they shall be liable to us for all of the resulting direct and indirect damages, including financial loss and property damage.

In addition, the customer agrees to free us from all claims by third parties – no matter which kind – that may result from illegal internet content. The exemption obligation includes liability for all legal defence costs (e.g. court and attorneys' fees).

8. Terms of payment

- 8.1 The current prices are valid and accessible at any time at <http://www.hetzner.com>.

- 8.2 Depending on the contractual agreement, a monthly, quarterly or annual charge will be made. Monthly payments are conducted solely by issuing a debit authorization. All other payments are made by invoice. Payment is due immediately upon receiving the invoice.

- 8.3 We are entitled without warning to deduct default interest on all overdue payments as indicated on the invoices.

If the client is a consumer/end-user, the amount of interest charged will be 5 percentage points above the base rate. If the client is a contractor/business, the interest charged will be 8 percentage points above the base rate.

- 8.4 We are also entitled, in case of default payments, to block the internet presence of the client and to block all other functions.

- 8.5 The acceptance of checks is only for processing.

- 8.6 Invoices are sent by Email as attachments, on request with qualified signature. To receive invoices by ordinary post we are entitled to charge a reasonable service fee. For retrospective changes to invoices, which come about due to no fault of ours, we are entitled to charge a reasonable service fee.

9. Contract duration/cancellation/place of execution

- 9.1 Where not otherwise contractually agreed, the contracts are in place for an indefinite period of time.

- 9.2 The contract is cancellable without giving reasons by both parties at any time during a period of 30 days to the end of the month, but at the earliest on expiry of the minimum contract period stipulated in the contract. A cancellation can only be made in writing by letter, fax or via the secure online administrations area, provided this option is available.

- 9.3 We are also entitled to terminate the contractual relationship for good cause without notice. One important reason for termination would be in the case of the client being in arrears with payments for two consecutive months for a substantial part of the remittance owed. Another important reason, among others, can also be that the customer contravenes or ignores warnings about infringement of the requirements of section 6.

Another important reason, resulting in blocking or termination without notice, may be that the client uses content, which affects the performance or the safety of the server.

- 9.4 The main place of business for all services under this contract is Gunzenhausen, Germany. Jurisdiction for all disputes arising from this contract is for the relevant local Gunzenhausen court if the client is a contractor, a legal entity of public law, or public legal special fund.

The same applies if the client does not have general jurisdiction in Germany or when the domicile or usual place of residence at the time of the action is not known. We are also entitled to take legal action in the client's country of residence.

- 9.5 If the client intends to devolve his contractual rights to another person, he requires our consent. Devolution of contractual rights can only be made in writing by letter, fax or via the secure online administrations area, provided this option is available. When devolution is carried out by letter or fax, the previous and the new contract partners must both provide a signature.

10. Rules for reseller

- 10.1 The client is entitled to grant contractual rights to third parties to use the internet presence provided to him by us. In this case, the client still remains the sole contractor. The client is committed to all the terms of the contract, arising from the terms and conditions as well as from our order forms, to passing these on to all third parties and to obliging them to comply with the terms. This also applies to the requirements in section 1.3 of these terms and conditions.

- 10.2 Should the cooperation of third parties be required for any manner of change, the client is obligated to ensure that the third party observes their duty to collaborate. The client will provide us with the third party's address and contact details on request. We are entitled, in the case of changes, to contact third parties directly to demand their written agreement to the changes.

- 10.3 The client is responsible for all third party contractual violations. The client is financially liable to us for all damages resulting from third party violations. In addition, we are exempt from liability for all claims which may arise from third parties and others.

11. Cancellation terms

11.1 Right of withdrawal

You can revoke your contractual statement, without stating reasons, in written format (e.g. by letter, fax or Email) within 2 weeks. The period begins on receipt of this instruction in written format, however not before the conclusion of the contract and also not before the fulfilment of our information duties according to § 312 c clause 2 of the German Civil Code (BGB) in conjunction with § 1 clause 1, 2 and 4 of the German Civil Code's Information By-law (BGB-InfoV) as well as our duties according to § 312 clause 1, 1 BGB in conjunction with § 3 BGB-InfoV.

Ensuring that the revocation period is met depends on the timely dispatch of the revocation. The revocation should be addressed to: Hetzner Online AG, Management Board Martin Hetzner, Stuttgarter St. 1, 91710 Gunzenhausen, Germany.

11.2 Consequences of withdrawal

In the event of a valid revocation of this agreement each party shall return to the respective other party the benefits received.

Your right of withdrawal expires prematurely if the contract is completely fulfilled by both parties at your specific request, before you have practiced your right of withdrawal.

Obligations regarding refunds must be fulfilled within 30 days. The period begins for you on dispatch of your revocation, for us upon receipt thereof.

12. Queries and complaints

Queries and complaints should be addressed to Hetzner Online AG, Management Board Martin Hetzner, Stuttgarter St. 1, 91710 Gunzenhausen, Germany.

Status: 10 September 2009

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