

General Terms and Conditions (AGB) of the Keyweb AG

## 1. Generalities

The following terms and conditions (AGB) are part of every contract (in written or electronic form) placed with the Keyweb Incorporation Germany (Keyweb AG). Different AGB of international contractual partners will not be part of any contract. Additional Agreements are obligatory if they've been ratified via letter post. Verbal declarations are basically non-binding. The contracting partner have to be 18 years old.

## 2. Services

2.1 In the Keyweb computer centers all the servers are bound to various backbones by a complex system of architecture. The entering and exiting data traffic is released or received by Routers, Switches etc. through different routes of lines.

2.2 The network availability averages 99% at the center of the year till handing it over to the Internet. The customer is alluded that there are limitations or interferences which are out of the sphere of influence of Keyweb. This contains especially times where servers hardly can or cannot be reached due to technical or other problems which the sphere of influence of Keyweb does not include. Keyweb is engaged to take every measure to guarantee working process and integrity of the net. Therefore Keyweb is authorized to temporarily take the determined server of the net or restrict it's services.

2.3 To assure guaranteed availability it is necessary to accomplish maintenance works at the infrastructure of the net. To achieve this Keyweb is allowed to momentarily cut or limit services. It is relevant to do these works in order to the customer's interests. If this is not possible as a cause of a longer period of working on the server Keyweb will inform the customer about kind, magnitude and remaining time of the restriction. If there are unpredictable incidents which do not allow Keyweb to give information Keyweb is authorized to inform the customer extensively if this cannot cause a deceleration of eliminating the restriction.

## 3. Offer / Contract / Cancellation

Offers and prices come without engagement. Requests count as received in order of effectivity of law when the bill is handed out to the customer. Additional Agreements are obligatory if they've been ratified via letter post (not via e-mail). The calculation happens according to the itemized bill of valid prices. Those can be changed with an advance notice of 14 days. Firstly the agreement is closed for one month and can be terminated in written form every time in a time limit of 14 days till the end of the month. Send us a signed cancellation via post, fax or as a pdf file. We cannot accept a cancellation via e-mail. You will receive a written confirmation of the receipt of the cancellation. There you find the date of the end of the contract.

## 4. Prices / Conditions Of Payment

The account / itemized bill normally happens after contributing services and / or delivering the ware e.g. handing over of access data. The Payment basically results from the arranged payment method (debit / credit card / transferal-bill). The payment period contains 7 days after deductions. Decisive are the days of receipting the payment. Checks are valid after credit entry / value. If exceeding the time of payment we are authorized to calculate conventional banking interest. In case of delay of payment the customer has to incur all of the open accounts. In case of return of a correct debit administrative charges and resulting bank charges will be raised. If we doubt the facility of payment of a purchaser we may demand prepayment. If the purchaser is in recess of his obligations unless otherwise claims we are entitled to dismiss deliverances and to lock the account. Thus resulted charge we may invoice and potentially demand compensation. Our services contain an e-mail support especially for maintenance of the account / server.

### 4.1 Rebates

When prepaying 6, 12 or 24 months Keyweb gives a discount of 20 % to the customer. If the contractual relationship should be finished before ending of the prepaid months for any reason the customer cannot claim any reimbursement for the remaining termtime. A cancellation on our part only is possible when there has a huge breach of these ABG's happened by the purchaser. In such case the account will be disabled immediately.

## 5. Attendances, Contract Period, dFlat

With the acceptance of the order and the assignment of storage location and password a contract comes off over the use of our services. This will be calculated according to contractual arrangements between Provider and customer. The contract will be concluded depending on appointment

a. when ordering storage space for one month with a terminating limit of 14 days towards the

end of the month and automatically extends one further month if none of both of the parties quits the contract.

b. When ordering a domain name for at least 12 months and extends automatically one further year if none of both of the parties doesn't cancel the contract at least 3 months before end of year.

c. Via dFlat it is possible to annul all traffic interferences in almost all scales. With the dFlat there are no incalculable extra costs guaranteed. Thus the customer gains total insurance of costs. Dflat is an extra product which does not fall into the category of Keyweb rebate rules.

Each concluded contract is cancelable at the date mentioned above. Contingent exceedance of contractual arranged storage space size is calculated at the end of the month potentially with previous installment.

### **6. Domain Names**

Domain names get calendared at a certain NIC by Keyweb or authorized partners. Data for registering domain names will be transmitted to the particular NIC by an automated method. The customer can only assume actual availability and affiliation of the same if it is confirmed by the certain NIC or by us. Any guarantee and liability for the ordered domain name is not able on the part of Keyweb.

### **7. Warrantee / Guarantee / Data Protection**

Search Engine Registration

Homepages, domain names, websites of the internet get mechanically registered according to the purchase order. There is no guarantee for every service will accept registered homepages, domain names, websites. The payment of the compensation stays untouched.

Webpace

The customer sets the Keyweb AG free of any claims of a third party according to abandoned data. Keyweb AG is not responsible for any data saved on the server / account..

When data is transferred to the server / account the customer creates backups.

For care of his offering the customer gets a login name and a login password. He is engaged to treat it confidentially and is liable for any misuse resulting from any unjustified usage of the password. The customer is informed that there is a possibility of putting a trace on transmitted data because of the structure of the internet. The customer takes this risk. The Keyweb AG is not liable for any violation of the confidentiality of e-mails or otherwise transferred data.

Die Keyweb AG übernimmt keine Garantie dafür, dass der Account / Server für einen The Keyweb AG does not take any guarantee for the server / account being appropriate or permanent available for a certain service. The service of Keyweb is setting the account / server. We cannot be liable for interferences due to the internet. Furthermore we assume no liability for damages or consequential damages directly or indirectly resulted by the account / server. Liability and claim for damages are limited to the amount of the assignment yet max. 500 €.

### **8. Published Contents / Saved Data**

The customer sets Keyweb free from any liability for the content of transmitted websites on the account / server. He will not violate any trademark, patent or other rights of third parties. The customer himself is responsible for the content of the sites. Keyweb is allowed to cancel the contract without notice and lock the account / server immediately if the content of the sites breaches applicable law, illustrates a third party in a negative way or results public trigger. Keyweb is not dutybound to check the customer's data. We are authorized to disable the offer of the purchaser instantly if he arranged things on his server which influence the operating behaviour of the server or take up more than 20 % of the system capacity / system resources. Further on we do not tolerate own chat systems IRC / IRC-Bots ( it only applies to shared server) without having agreed in a written form per letter post (not via e-mail). Also we do not permit pure download, video, file sharing of portals as well as streaming server except you have got a written permission of our enterprise. The customer pledges himself not to initialize promotional circulars or mass-mailings (mailing actions) without being summoned to by the e-mail receivers. In terms of the upper paragraph a reseller / purchaser is responsible for the webpace accounts of his own customers. Violations lead to instant disabling of the

account / server. Illegal contents e.g. child pornography will be made a report of at competent authorities without warning.

### **9. Applicable Law**

For the warrantee condition and the whole justice relation between seller and purchaser obtains the right of the Federal Republic of Germany.

### **10. Revocation**

End-consumers may revoke the contract within 2 weeks after entry of the confirmation of the order. The right of withdrawal drops out when we start to fulfill services due to an explicit agreement of the customer or when he starts to make active use of our services. To ensure a time limit it will suffice to send a revocation in due time to: Keyweb AG, Neuwerkstraße 45 / 46, 99084 Erfurt.

### **11. Legal Venue**

Place of completion and legal venue is Erfurt if our claims will be asserted in a dunning procedure; moreover Erfurt is legal venue of fully-qualified traders. For the warrantee condition and the whole justice relation between seller and purchaser obtains the right of the Federal Republic of Germany.

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