

General Terms and Conditions Hosting ZweiPunkt GmbH

1. General - Scope

1.1 The following General Terms and Conditions apply to all business relations regarding web hosting between the Client and ZweiPunkt GmbH, hereinafter referred to as „us“. The version valid at the time of the conclusion of the contract will apply in each case.

1.2 Deviating, conflicting or supplementary general terms and conditions of the Client will not become part of the contract, even if known to ZweiPunkt, unless their validity is expressly agreed upon.

1.3 The various top-level domains („Domain Endings“) are administered by a variety of different, mostly national organizations.

Each of these domain allocation organizations has established different terms and conditions for the registration and administration of top-level domains, the associated sub-level domains, and the procedure for domain disputes.

1.4 Depending on the scope of the cooperation between the Client and ZweiPunkt GmbH, several GTCs may apply to various parts of the order. The GTCs apply individually to the respective application case (web development, performance optimization, hosting).

2. Conclusion of Contract

2.1 Our offers are subject to change and non-binding. We reserve the right to make technical and other changes within the scope of what is reasonable.

2.2 By placing an order, the Client bindingly declares its offer to enter into a contract. We will confirm receipt of the Client's order without delay. The confirmation of receipt does not constitute a binding acceptance of the order. The confirmation of receipt can be combined with the declaration of acceptance.

2.3 We will be entitled to accept the contractual offer contained in the order within a period of 5 working days after receipt. However, we are also entitled to refuse acceptance of the order, for example after checking the creditworthiness of the Client.

3. Scope of Services

3.1 If the subject of the contractual relationship is the registration of domain names, we are only required to procure the desired domain. The Client can therefore only assume that the domain name has actually been allocated once this has been confirmed by us. We have no influence on domain allocation. Liability and warranty for actual domain allocation is therefore excluded.

3.2 We guarantee an annual average network availability of 99.9% for the infrastructure of our data centers. If the security of network operations or the maintenance of network integrity is at risk, we may temporarily restrict access to the services as required.

3.3 Furthermore, the scope of services will be determined by the offer as valid at the time of the order.

3.4 If the Client wishes to register its Internet presence with one or more search engines (online search services for Internet content), we will only be liable for procurement in this case as well. The operator of the respective search engine alone decides what is included and when in the search engine.

3.5 Technical limitations are possible and do not constitute a breach of contract on the part of ZweiPunkt GmbH.

3.6 Technical support services are not included in the offers. If these are requested and used, they will be charged separately.

4. Data Security

4.1 If data is transmitted to us, the Client will make backup copies. The servers will be backed up regularly if included in the respective offer. If a loss of data nevertheless occurs, the Client will be obligated to transmit the relevant data to us again free of charge.

4.2 The Client is obligated to carry out a complete data backup prior to changes made by themselves as well as commissioned changes.

4.3 The Client will receive a user ID and a password for maintenance of its hosting package. The Client is obliged to treat this data confidentially and is liable for any misuse resulting from unauthorized use of the password. If the Client becomes aware that the password is known to unauthorized third parties, they must inform us immediately. If, due to the fault of the Client, third parties use our services by misusing the password, the Client will be liable to us for usage fees and damages. If the Client suspects their password may be compromised, they may request a new password, which we will then send to the Client.

5. Data Protection

5.1 Our data protection practices comply with the General Data Protection Regulation (GDPR) and with the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG).

5.2 The Client's personal data will only be collected and used to the extent necessary for the establishment, contents or amendment of the contract. The Client commits to keep this data up to date at all times in its online administration account.

5.3 We will use the Client's email address only to send information regarding orders, for invoices

and, unless the Client objects, to keep in touch in general and, if requested by the Client, for our own newsletters.

5.4 We do not pass on any personal Client data to third parties. Excluded from this are service partners, insofar as it is necessary to determine fees and for billing purposes.

5.5 The Client has a right to information as well as a right to correction, blocking and deletion of their stored data. If deletion goes against legal or contractual storage obligations or for other legal reasons, the data will be blocked.

6. Published Contents

6.1 The Client is obliged to identify the content they publish online as their own or third-party content and to publish their full name and address.

Additional obligations may arise from the provisions of the Telecommunications Act and the Telemedia Act. The Client is responsible for checking which of these obligations apply in their case and fulfilling them.

6.2 The Client may not publish any content that infringes on the rights of third parties or violates other applicable laws. Publishing erotic, pornographic, extremist or immoral content is prohibited. We are entitled to block the Client's access if these regulations are violated. The same applies if the Client publishes content that injures the honor of third parties or insults or denigrates persons or groups of persons. This also applies even if an actual legal claim has been made. We are not obliged to check the content our Clients publishes.

6.3 Sending spam mails is prohibited. This includes in particular sending unauthorized, unsolicited advertising to third parties. When sending emails, it is prohibited to use false sender data or to disguise the identity of the sender in any other way. In case of non-compliance we are entitled to block access.

7. Liability

7.1 We are not liable for any direct damage, subsequent damage or loss of profit caused by technical problems and disruptions to the Internet that are beyond our control.

7.2 We will not be liable to entrepreneurs in the event of a slightly negligent breach of minor contractual obligations. This will not apply in cases of personal injury and in accordance with the Product Liability Act.

We will only be liable to entrepreneurs for indirect and subsequent damages as well as for lost profits in the event of intentional and gross negligence. In this case, our liability is limited to the contract-typical foreseeable damage, max. to 100% of the annual rental costs.

7.3 If the content on the Client's Internet pages violates the obligations specified in Section 6, in particular legal prohibitions or moral codes, they will be liable to us for compensation for all direct and indirect damages, including property damages, this causes. In addition, the Client will indemnify us against claims by third parties - of whatever nature - resulting from content illegally published on the Internet. This also includes the obligation to fully indemnify us from legal defense costs (e.g. court and attorney fees).

8. Payment Terms

8.1 The current prices according to the order confirmation apply. We reserve the right to make changes.

8.2 Depending on the contractual agreement, a monthly, quarterly or annual invoice will be issued. In the case of monthly payments, payment will be made by granting a direct debit authorization. In other cases, payment is requested by invoice. All fees are then due immediately upon receipt of the invoice.

8.3 In the event that any payment deadlines specified in the invoice are passed, we will be entitled to charge interest on arrears even without an overdue notice.

If the Client is a consumer, the interest rate is 5 percentage points above the base interest rate. If the Client is an entrepreneur, the interest rate is 8 percentage points above the base interest rate.

8.4 In the event of payment default, we will also be entitled to block the Client's Internet presence and to withhold all other services.

8.5 Checks will only be accepted for the sake of fulfillment.

8.6 Invoices will be sent by email as an attachment. If delivery by letter is requested, we will be entitled to charge an appropriate processing fee. In the case of retroactive changes to invoices that are not our fault, we are entitled to charge a reasonable handling fee.

9. Contract Duration/Termination/Place of Performance

9.1 Unless otherwise contractually agreed upon, contracts will be concluded for an indefinite period.

9.2 The contract may be terminated by either party with 30 days notice to the end of the month, without stating reasons, but no earlier than the end of the minimum period as agreed upon in the contract. Notice of termination may be given in text form by letter, fax, email or via the Client's secure online administration account, insofar as this option is available.

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9.3 In addition, we will be entitled to terminate the contractual relationship for good cause without notice. Good cause will be deemed to exist, among other things, if the Client is in arrears of a significant part of two months. A good cause can also be, among other things, that the Client substantially violates the obligations in section 6 or in spite of warnings continues to violate them. Another good cause that can lead to blocking the account or terminating the contract without notice is if the Client uses content that could impair regular operation or the security of the server.

9.4 The place of performance for all services in this contract will be Oberbergkirchen. The place of jurisdiction for all disputes arising from this contract will be the court that has jurisdiction over Oberbergkirchen, provided that the Client is a merchant, a legal entity under public law or a special public asses. The same will apply if the Client does not have a place of jurisdiction in Germany or if the Client's place of residence or habitual is unknown at the time the action is brought. In addition, we are entitled to sue at the Client's place of business.

9.5 It requires our consent if the Client intends to transfer its contractual rights to another party. A transfer of contractual rights can only be made in writing by letter, fax or via the Client's secure online administration account, insofar as this option is available. In the case of a transfer by letter or fax, the present and new contracting parties must sign separately.

10. Cancellation Policy

10.1 Right of Cancellation:

You have the right to cancel this contract within fourteen days without stating any reason. The cancellation period is fourteen days from the date of contract conclusion. In order to exercise your right of withdrawal, you must inform us, ZweiPunkt GmbH | Weihprechtling 3 | 84564 Oberbergkirchen | Germany - Phone 08086 - 644 580 - eMail: info@zwei.gmbh, with a clear declaration (e.g. a letter sent by mail, a fax, an email or via your secure online administration account) about your decision to cancel this contract. You may use the cancellation form template, which, however, is not mandatory. In order to comply with the cancellation period, it is sufficient that you send the notification before the expiry of the cancellation period.

10.2 Consequences of Cancellation

If you cancel this contract, we will reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs if chose a delivery method other than the cheapest standard delivery method we use), without delay and at the latest within fourteen days from the day on which we received notification of your cancellation. We will use the same means of payment that you used for the original transaction for the reimbursement, unless expressly agreed upon otherwise with you; you will not be charged for the reimbursement.

When providing services:

If you have requested the start of services during the cancellation period, you must pay us a reasonable amount for services already rendered to that point as measured against the total scope of the services in the contract.

As of: Januar 2021