

Terms and conditions of the SpeedNetwork GmbH

1. Regulations

1.1 The following terms and conditions (AGB) regulates the contractual relations between the SpeedNetwork GmbH (called in the following as SpeedNetwork) with the headquarter in 12621 Berlin and their customer. This is the basis of all supplies and achievements of the SpeedNetwork GmbH. Contractual relations, in connection with supplies and achievements between SpeedNetwork GmbH and its customers and third parties, are subject beside the conditions of these third parties. AGB of the customer, which deviate from the available SpeedNetwork GmbH or oppose them, do not apply, either, the SpeedNetwork GmbH has valid expressly in writing agreement. The validity of the available AGB is not excluded in particular by the fact, that the SpeedNetwork GmbH knows it's opposition or deviation of the customer AGB, furnishes the supplies or achievements unreservedly. If the parties agree a contractual item, which exhibits a purchase to a third country, the customer is obligated to consider the applicable legal regulations of this third country. Same applies if the customer used a software in its Website or server, for whose license he agreed the applicability of the right in the third country with the licenser.

2. Agreements of contracts

2.1 A contract with the SpeedNetwork GmbH comes tacitly off, if this undertakes fulfillment take actions with the customer. Referring to supplies and achievements of the SpeedNetwork GmbH are requests to deliver an offer, to understand it and are noncommittal. Prices are subject to the change, if there are reasons for the present. As reasons in particular are, possible increases in charges of the Domain places registration. Are changes in substantial influence with the calculation of the customer, is there a right to cancel or resignation, which has to make it in the latest of four weeks after the entrance of modification.

3. Domain register, notice, provider change

3.1 With providing and/or care of the domain name, SpeedNetwork GmbH is only a mediators in relation between the customer and the respective organization to the domain assignment. The different top level domains (i.e. de) is administered by multiples, differences, usually national organizations. Each of these organizations has their own conditions to assign domains for the registration and administration of domain names. Supplementing therefore is relevant in each case the registration conditions and guidelines for the Domain registered apply, i.e. with de domain name of the DENIC registration conditions and the DENIC registration guidelines of the DENIC e.G. These is a component of the contract between the customer and the SpeedNetwork GmbH. For the registration of other Top according the conditions of the respective assignment place, which can be send when desired from SpeedNetwork GmbH to the customer, apply for level Domains and can be seen also in the Internet.

3.2 The customer is obligated, to indicate the administrative partner ("AdminC") the Domain registration. Independent of the relevant registration conditions this covers in each case the name, a postal address (no P.O. box or anonymous address) as well as email address and telephone number. The customer has to apply immediately modification of the data in the customer menu or send a notice to SpeedNetwork GmbH by post, fax or email.

3.3 After the conclusion of the contract requesting, the desired Domain will arrange by SpeedNetwork GmbH with the responsible Registrar. The offerer is entitled, to activate the Domain only after the payment for the registration, agreed in repays. The SpeedNetwork GmbH does not have any influence in the Domain assignment by the respective organization. The SpeedNetwork GmbH does not take guarantee for the fact that the Domains requested for the customer is assigned and/or assigned Domains by rights of third is free or existence in the long term. The information from SpeedNetwork GmbH about, if the Domain is still free, has been made via the offerer and refers only to the time of the information getting by SpeedNetwork GmbH only with the registration of the Domain for the customer and the entry in the data base of the Registrars to the assigned Domain of the customer.

3.4 Before the registration the customer check if the Domain doesn't hurts rights of third or against valid right offends. The customer insures that he followed this obligation and that in the case of this examination no reference points for a law breaking resulted.

3.5 the customer will register with the respective assignment place as OwnerC (Domaininhaber) and AdminC (responsible person web page operator).

3.6 A change of the requested Domain after the registration with the respective Registrar is impossible. If a requested Domain up to the forwarding of requesting was already otherwise assigned to the Registrar, the customer can select another Domain. The same applies, if the Provider changes the past Provider. When individual Domains will quit by the customer or due the obligation, doesn't exist a requirement of the customer for a free replacement domain.

3.7 With a notice will not refunding the Domain fees already paid takes place for optional further Domains, if the notice was not blamed by SpeedNetwork GmbH.

3.8 With all over the offerer registered Domains can the customer under adherence to these Terms and Conditions change any time to an other Provider, if offers the appropriate Top level Domain (i.e. de) and/or the Provider change support the necessary conditions and technical requirements. The Web package does not affect the contractual relation concerned (point 2.1) by a change. In this case is necessary a notice. All explanations concerning Domains, in particular Domain notice, Provider change, Domain deletion require a text form. If SpeedNetwork GmbH cannot allow the Provider change (KK request) to the new Provider of the customer in time, because the Provider change was arranged too late by the new Provider or the customer or the necessary conditions for the agreement is not fulfilled, i.e. wrong DENIC member in agreements explanation of the Provider change, the Provider is expressly justified in addition which quit Domain to the last date for giving notice with the respective assignment place delete ("CLOSE"). The SpeedNetwork GmbH reserves itself the right to give only the KK requests, if all undisputed open demands up to the contract end of the customer are settled.

3.9 The customer is obligated to indicate SpeedNetwork GmbH immediately, if it loses due to a judicial decision the rights at one for it registered Domain or with the responsible registration place a DISPUTE entry were placed.

3.10 SpeedNetwork GmbH entitled concerning updates the technical handling at the Domainname, it belongs in particular the updates of servers name entries or also change to be made any time to other registration members of the responsible registration places of the Top level Domains.

4. IRC Server

4.1 SpeedNetwork GmbH reserves itself the right, servers with IRC, in particular computers with IRC shell and IRC-Services to take and/or drive down at any time from the enterprise, if thereby directly or indirectly the remaining enterprise is impaired or become could. Damage and costs caused directly or indirectly by IRC i.e. through denial of service attacks, becomes from the customer transferred without exception. SpeedNetwork GmbH can require a personal adhesion.

5. Obligations of the customer

5.1 The customer is obligated not to make politically extremist, religiously as well as contents available, which do not stand with the liberally democratic constitutional structure in the agreement. Erotic and other illegal sexual content are expressly permitted, as long as the laws after § 184 StGB as well as upstream protection of children and young people is ensured here.

5.2 the criminal regulations as well as authors - to consider characteristic and competition-legal regulations and the adherence to regulations under private law.

5.3 with contractual items, which are subject to a restriction regarding the traffic transfer and storage location volume, to pay during excess of the volume the developed costs after appropriate rendering of invoice.

5.4 the customer is obligated, the entrance data, consisting of login and password to treat always confidentially.

5.5 the customer usually receives the entrance data for the offer ordered by him within a working-day. If the customer should not have received entrance data after the indicated period, he is obligated to inform SpeedNetwork GmbH after the reason for the delay. The contractual relation remains unaffected by the delay.

6. Offence against an obligation

6.1 If the customer offends against an obligation specified under number 5,1 to 5,4, he will be the omission of the further offence, to the replacement of SpeedNetwork GmbH of the developed damage, as well as to the reservation and exemption of SpeedNetwork GmbH commits of compensation and requirements of expenditure allowance of third, who were caused by the offence. Also costs which belongs to the necessary prosecution. Other rights of SpeedNetwork GmbH, in particular to the blockage of contents and extraordinary notice, remain unaffected.

7. Availability

7.1 SpeedNetwork GmbH guarantees the availability online 99% per year. Monthly 1% of the period of operation can be spent on maintenance work. For technical and other disturbances, which extract themselves from the sphere of influence by SpeedNetwork GmbH, as disturbances of the Internet infrastructure by national and international network operators or such, that were caused due to customer errors, is an adhesion by SpeedNetwork GmbH impossible.

8. Electronic communication

8.1 the customer is conscious of the unencrypted electronic communication is not confidential. He accepts therefore for use of this communication form the risks of spying data by unauthorized ones.

9. Backup copies

9.1 the customer is responsible for his data protection, from the part of SpeedNetwork GmbH will not be data protection(excluded Webhosting -, Ssl and Reseller packages).

10. Obligation to pay, manner of payment

10.1 all supplies and services will be accounted by the up-to-date valid price lists. The accounts take place monthly in advance. Deviations of it can be agreed. For server customers the payment takes place by the way of direct debit authorization procedure. During nonredemption of debits the SpeedNetwork GmbH raises a handling charge with a value of 15,00 € per not redeemed debit.

11. Maturity, obligation to check of the customer, obligation of the customer

11.1 Invoices created by SpeedNetwork GmbH are immediately due after rendering of invoice date for payment. Immediately is called in the legal sense within 5 working-days. The customer has to replace all costs, which result from a not redeemed or gone back debit, if the customer can prove the necessary care considered or the damage also with attention of this care developed. In particular interest at a value of 10% becomes annually due for full buyers and non—customer with delay of payment, if it do not prove substantially smaller interest damage. The customer has to examine the calculations regularly.

Objections against the height of the charged for use-dependent repay has the customer immediately to raise at the latest however within four weeks after entrance of the calculation in writing in relation to SpeedNetwork GmbH.

12. Blockage

12.1 SpeedNetwork GmbH is after previous menace under period setting entitled to refuse the customer the entrance to his data, if the period elapses fruitlessly. Likewise a blockage is possible 4 weeks with delay of payment more for than after invoice date without period setting. In the case of a blockage the server is driven down or the appropriate Web package or services is stopped. In the time of a blockage, the users cannot access to the information offer of the customer. A reminder can be connected with the blockage. The customer remains for the time of the blockage is obligated to furnish the remuneration since the data of the customer is reproached further by SpeedNetwork GmbH. With danger in the delay the previous menace can be omitted. To the blockage entitled in particular

12.2 an offence against the obligation from number 5,1 to 5,4, or

12.3 the payment not within the prescribed period of calculation, or

12.4 the suspicion of an illegality of contents of the data of the customer or the statement of an injury of rights third, after the customer was concerning this informed, or

12.5 the abusive use of the infrastructure. An abusive use is present in particular, if the customer

12.6 not requested electronic commercial communications convey (Spam Mail), or

12.7 not requested electronic communications in the form of mass transmissions also without advertising purposes convey (Junk Mail), or

12.8 in the context of the respective contract software, i.e. also Scripte uses, which is suitable the operational behaviour of the infrastructure impaired or to impair, or

or uses system resources including Traffic in the fair Use principle contradicting way uses 12.9 the provided storage location predominantly for the supply of Download offers. The blockage is maintained, in order to avoid the adhesion

SpeedNetwork GmbH, until the customer states or proves the legal standard of contents if necessary. The same applies with determinations of the public prosecutor's office. A blockage is impossible only with obviously unfounded warnings third.

12.10 in the context of a disturbance of the normal enterprise SpeedNetwork GmbH is to be closed entitled an timeless entrance or durably without announcement.

13. Contract completion

13.1 notices have to take place in writing by letter post or fax. Tidy or extraordinary notices do not affect contracts with third (i.e Domain register office).

14. Notice/cancellation

14.1 tidy notice

An unlimited contract is, as far as differently does not agree, with a period of 6 months from both sides subject to notice for the end of the accounting period in each case. A limited contract over one year is at the earliest subject to notice for execution of the period of one year with one period from three months to the contract end. Contracts tacitly extend by a further period of the minimum running time, if they were not quit within the prescribed period.

14.2 extraordinary notice

SpeedNetwork GmbH is justified to quit the contract without adherence to one period if an important reason is present. An important reason is present in particular, if

14.2.1 the customer in number the 5,1 to 5,4 obligations specified imprisonment for debt hurts, or

14.2.2 the customer for two sequential dates with paying the remuneration or a not insignificant part of it in the delay is or in one period, which extends over more than two dates, with which remuneration at amount into delay came, which corresponds to the remuneration for two months and which customer was to blame for this delay, or

14.2.3 the customer imprisonment for debt wrong data made, which concern the contractual between the customer and SpeedNetwork GmbH and those to third offerers, who develop for SpeedNetwork GmbH between his customers and third offerers in connection with supplies and achievements, or

14.2.4 the customer the infrastructure uses, in order to hold illegal contents ready, even if these were not spread yet.

14.3 extraordinary notice after warning

An extraordinary notice can take place after previous menace under period setting, if the customer hurts the obligation imprisonment for debt specified in number 5,1 to 5,4 and continues to maintain after expiration the complained of behavior.

14.4 cancellation from orders were not implemented only permissible so long the order is from SpeedNetwork GmbH. Cancellations can take place and have only in writing from SpeedNetwork GmbH to be confirmed, for the cancellations raise SpeedNetwork GmbH an expenditure lump sum of 10 \$ USD. If the calculation for this cancellation should not be settled within 5 working-days, the cancellations are implemented void and the orders of the customer to SpeedNetwork GmbH.

15. Adhesion of SpeedNetwork GmbH

15.1 Adhesion for initial lack of a thing, which will leave to the customer of SpeedNetwork GmbH for use, is impossible. An adhesion for the dispatching of a Domain name is impossible. An adhesion for abuses, which result from the unauthorized use of user identification and password of the customer, is impossible, if the customer is blamed for it. In all other respects SpeedNetwork GmbH is responsible only for the damage, which is caused from SpeedNetwork GmbH, developing from the injury of cardinal obligations, its legal representatives and executing aide roughly negligently or deliberately. The adhesion because of assured characteristics, with personal injuries as well as due to compelling laws remains unaffected. After the height the adhesion for unforeseeable excess risks is impossible. The adhesion is limited, however at the most to the typically foreseeable damage on 5.000 €.

16. Privacy Policy, data security

16.1 The contracting party will informed that SpeedNetwork GmbH processes its address in machine-readable form and the contract by machine. As far as SpeedNetwork GmbH avails itself of third contribution of the offered services, SpeedNetwork GmbH is justified to reveal the participant data if this is necessary for the secure of the enterprise, i.e. Domain register.

17. Change of the AGB

17.1 SpeedNetwork GmbH can change or supplement any time this AGB. If the customer does not contradict the changed conditions within one period from four weeks to entrance of the revision modification, then the new AGB unfolds effectiveness according to the announcement also for contractual relations already existing. If the customer contradicts within the set period, then SpeedNetwork GmbH has the right to quit the contract at the time on which the changed conditions are to apply.

18. Final clauses

18.1 Place of delivery is 12621 Berlin, Federal Republic of Germany. Exclusive area of jurisdiction for all requirements from and due to the present agreement, including cheque and action on a exchange bill as well as all between the parties disputes over coming off, the completion of the contract, resulting in, is - so far the customer full buyer, legal entity of the public right or public special estate is - in 12621 Berlin Germany. On the present agreement application finds exclusive the right of the Federal Republic of Germany.

18.2 Should be ineffective or become a determination of this agreement, then this does not affect the effectiveness of the remaining regulations. Rather in place of the ineffective determination appropriate or at least close coming spare regulation, which the parties would have agreed upon for the reaching of the same economic result, applies for the purpose of the agreement, if they had known the inefficacy of the regulation. Same applies to the case of the incompleteness of the regulations according.