

Terms and Conditions for Web Hosting Agreements

These Terms and Conditions govern the performance of web hosting services supplementary to the General Terms and Conditions.

1 Services

- 1.1 webfactory shall render memory and computing capacity available, on a server operated by webfactory, for the storage of websites and for the operation of applications that can be utilised via the internet.
- 1.2 webfactory shall create, grant and maintain the connection between the server and the internet so that the data stored on the server can be transmitted to the calling computer without disruption and whenever required by external computers in the internet (clients) by means of the common internet protocols.
- 1.3 webfactory shall endeavour to render the data, stored by the contract partner in accordance with the Terms and Conditions of the agreement, available to the global public via the internet 24 hours a day, seven days a week. webfactory does not accept liability for successful access to the respective website, insofar as networks are used that are not exclusively operated by webfactory or its direct contractors including their interfaces to third-party networks.
- 1.4 webfactory shall schedule maintenance times for the optimisation and improvement of performance of the systems providing the services, which are, on principle, outside the usual business hours, generally on Sunday between 2 am and 3 am and are only utilised as required. During these maintenance times webfactory may shut down its technical facilities as necessary and to a scope that is restricted to a minimum. The customer shall be informed of the execution of maintenance outside the above-mentioned maintenance times by e-mail in a timely manner.
- 1.5 webfactory shall endeavour to render the systems available via internet for at least 98.5% of the annual operating time (availability).
- 1.6 webfactory shall execute an automatic back-up of the stored data on a daily basis. The back-up copies shall in general be stored for a period of 60 days.

2 Supplementary Services

webfactory shall also offer the following supplementary premium services, on request:

- 2.1 Domain registration: on request, webfactory will register domain names on behalf of the customer with the respective issuing body. The customer authorises webfactory to issue all declarations or execute all activities necessary for registration of a domain with the respective issuing body, on behalf of the customer. The customer can only expect the actual assignment of the domain name once this has been confirmed by webfactory. webfactory shall not accept liability and provides no guarantee in respect of the assignment of the domain name orders. The customer shall indemnify webfactory against any third party claims in respect of the domain name selected.

- 2.2 Establishment of access statistics: webfactory shall draw up access statistics on the web server for the customer. For this purpose, the server log files are evaluated on a daily basis. Customers can call current and historic statistics for whatever period required via a protected website. The historic statistics are stored for a period of at least two years.
- 2.3 Spam protection: webfactory shall monitor the incoming e-mails of the customer and shall mark e-mails that most likely contain undesired advertising (so-called spam e-mails). webfactory shall attempt to mark the e-mails as reliably as possible (marking of as many spam e-mails as possible, if possible, no marking of desired e-mails).

3 Obligations of the Customer

- 3.1 The customer is responsible for maintaining its data on the server. The customer is given a password and the internet address to alter and update the data.
- 3.2 The customer is obliged not to disclose the login information to unauthorised third parties. Customers shall inform webfactory immediately if they obtain knowledge that unauthorised third parties are aware of the password. Unauthorised third parties are not such persons who utilise storage, which forms the subject matter of the agreement, with the knowledge and agreement of the customer.
- 3.3 Customers shall provide assurance that they do not enter any contents, which infringe legal regulations, third party personal rights and trademark rights or morality. Customers must in particular heed the data protection provisions to the benefit of the users.
- 3.4 In the event of an infringement of the above condition, customers are obliged to refrain from all further infringements, to compensate webfactory for the resultant or resulting loss and to indemnify and exempt webfactory from third party claims for damages and the reimbursement of expenses caused by the infringement. The exemption obligation also extends to the obligation to fully exempt webfactory from all legal defence costs (costs for courts, lawyers, etc.).
- 3.5 This does not affect webfactory's right to take further measures, in particular to bar the contents and to issue an extraordinary notice of termination.

4 Temporary Bar

- 4.1 webfactory is entitled to disrupt the connection between the stored data and the internet on a temporary basis (barring of the system) if sufficient indications in respect of illegal contents of the stored data exist, in particular as the result of a warning by a supposed infringed party, unless this is obviously unfounded, or as the result of investigations by state authorities. The bar shall be restricted to the supposed infringing contents, if possible. The customer shall be informed of the bar and should be given the reason. The customer shall also be requested to remove the supposed illegal contents or to present their legality and prove it, if necessary. The bar shall be removed as soon as the suspicion has been invalidated.
- 4.2 If the customer operates programs on the rented storage space, which could negatively impact or, due to known security flaws, threaten the operating characteristics of the systems of webfactory or its agents, webfactory is entitled to immediately bar the offer of the customer. The bar shall, if possible, be restricted to the programs causing the negative impact. The customer shall be informed immediately of the bar and should be given reasons.

- 4.3 webfactory is further entitled to temporarily disrupt the connection between the stored data and the internet if the customer, on two successive occasions, defaults in paying the agreed fee or a significant part thereof. webfactory shall inform the customer that it intends to execute a bar at least 48 hours prior to actual execution. After payment of the arrears, webfactory shall immediately remove the bar.
- 4.4 Despite the bar of an offer for one of the above mentioned reasons, the customer is obliged to pay the agreed fee, even for the period where the bar applies.

5 Disruption of Availability, Other Defects

- 5.1 If disruptions of system availability occur, the customer shall inform webfactory of this immediately. webfactory shall attempt to remove the disruption of availability immediately.
- 5.2 In the event of long-term, substantial defects of storage, webfactory is entitled to remove the defects within a period of grace of 14 days granted by the customer. If a substantial defect cannot be removed within the period of grace, the contract partner can reduce the fee payable.

6 Additional Liability Provisions

- 6.1 webfactory is not responsible for the content of the customer's saved data or the saved contents. webfactory also does not accept liability for damage suffered by the customer due to alterations of the saved data by the customer or other internet users.
- 6.2 In addition, webfactory is not liable for any damages caused by the circumvention of password protection and similar protection facilities through "hacking" on the server used by the customer. webfactory and the customer are both informed of the fact that a binding assurance regarding the security of these protection facilities is not possible due to the manifold opportunities of unauthorised third parties to influence the system in and via the internet.

7 Remuneration

- 7.1 The web hosting fees are payable by the customer in advance, at the beginning of a quarter, following invoicing.
- 7.2 The agreed flat rate comprises an individually agreed volume of storage and monthly data transfer volume. In the event that the agreed volumes are exceeded, the customer shall pay an additional fee. webfactory shall inform the customer that the volumes have been exceeded immediately after determining this, at the latest, however, when sending the next regular invoice. If such information is not provided, the obligation to pay the additional fee no longer applies.

8 Term

- 8.1 The agreement is concluded for an indefinite period.
- 8.2 The agreement can be terminated by both parties to the end of a quarter. The notice of termination must be received by the respective recipient at least two months prior to the day that it should become effective. This does not affect the right of the contract partners to issue a termination for cause.