

Terms and conditions

Preamble

Except where the context otherwise requires, the following principles will apply in interpreting the terms and words used in this acceptable use policy:

- ◆ Words describing the masculine, feminine or neuter gender include any of them, and the singular includes the plural and vice versa.
- ◆ Clause or section headings are for ease of reference only and do not affect the meaning of this acceptable use policy.
- ◆ A reference to a party includes its executors, administrators, successors and authorised assignees.
- ◆ Words and expressions describing natural persons include partnerships, legal persons (e.g. incorporated companies), associations, governments, governmental and local authorities and agencies.

§1 Scope, subject terms of contract

(1) Scope

I.W. **Innter.Net**® Webservice Ltd. - hereinafter referred to as **Innter.Net**® - provides all deliveries and services exclusively on the basis of these terms and conditions. **Innter.Net**® provides services for the operation of websites, i.e. web hosting as well as related services, among others domain registration in the name of the customer.

(2) Right of alteration

Innter.Net® is entitled to alter the content of this contract with the agreement of the customer, as long as the alteration, with regard to the customer's interest, is reasonable. The agreement of the customer is deemed as granted, provided that the customer does not object to the alteration within four weeks of being given access to the alteration notice, or explicitly accepts these again by using the CustomerCenter of **Innter.Net**®. **Innter.Net**® commits itself to notify the customer of the consequences of refraining from objecting in the alteration notice.

(3) Service provision

Unless explicitly agreed, **Innter.Net**® may provide the incumbent services by means of competent employees or third parties. **Innter.Net**® reserves the right to discontinue free-of-charge services at any time without notice. Services which extend or improve the concluded contract without additional fees are automatically provided within 60 days.

§2 Agreement conditions

(1) Duration, contract obligations

Contracts covering domain and hosting services are initially concluded for a period of 12 months. If the contract is not cancelled up to 60 days before the expiration of the 12 month period, the contract is implicitly renewed for another 12 months.

In case, that the customer is a consumer according to EU legislation and an implicit contract renewal is not permitted by law in the EU home country of the customer, the customer will be notified about the renewal approximately 30 days before the renewal date, will be informed about the consequences of non-cancellation of the contract and will be informed about the possibility of cancellation of the contract, which avoids a renewal of the contract.

The billing of follow-up services which are to be paid in advance, happens automatically and notification is delivered to the customer exclusively by email. Proforma invoices are made available to the customer exclusively in CustomerCenter. Follow-up bills are issued approximately 60 days before the following period with the same billing period than the initial bill.

Example of a 12 monthly bill with order date 1.1.2000:

The initial bill is issued on the 1.1.2000 with a billing period of 12 months. The billing period is listed in months in the bill. The follow-up bill is issued around the 2.11.2000. Billing period of the follow-up bill: 1.1.2001 - 31.12.2001

The customer is solely responsible for the full functionality of his authoritative email address as well as the regular review of his electronically delivered messages! Changes to the authoritative email address of the customer have to be communicated immediately and exclusively through the facilities available in CustomerCenter.

(2) Customer's obligation to cooperate and due diligence

Innter.Net® processes orders of the customer with due diligence of a regular business. Also the customer has some special obligation to cooperate as well as due diligence, especially the following duties:

a) Contact data of the customer

The customer is obliged to always provide valid contact data, especially an email contact address ("authoritative email address") and in case of changes to this data to communicate the changes immediately and exclusively in CustomerCenter, item Account | Update Contact Data.

The customer is solely responsible for the regular and periodic review of his electronically delivered messages. Any shortfall due to not deliverable emails, especially technical information, legal information, or confirmations, invoices or payment reminders, is at the expense of the customer.

b) Information for the customer

Any information for the customer concerning changes to terms and conditions, terms of services or scope of services, prices as well as technical information are provided to the customer exclusively in CustomerCenter (at <https://service.innter.net>), item Account | News.

The customer is obliged to visit the news area periodically at least every 30 days. It is agreed, that this information is not delivered by postal mail or email.

c) Unambiguous orders and instructions

The customer places orders to Innter.Net® solely using the ways, which are provided online by Innter.Net® like the website at www.innter.net and the CustomerCenter at <https://service.innter.net>. Any instructions by the customer are given in writing using CustomerCenter.

In order to avoid misunderstandings, instructions and orders conveyed verbally (e.g. by telephone) or in any other written form (e.g. by fax, letter) are deemed as not taken place as long as they are not confirmed through CustomerCenter.

d) Use of pre-printed forms

The customer is obliged to use pre-printed forms provided by Innter.Net® for certain instructions, like e.g. authorisation of domain transfers, cancellation notes, holder changes etc.

e) Inspection of confirmations

In case confirmation messages from Innter.Net® do not match orders or instructions of the customer, the customer has to object immediately in writing using the ways, which are provided online by Innter.Net® like the website at www.innter.net and the CustomerCenter at <https://service.innter.net>.

f) Confidentiality

The customer is obliged to keep his user data confidential as well as other sensitive information, to which he has access by using the services of Innter.Net® and is fully responsible for keeping this information confidential.

In case Innter.Net® renders chargeable services by order and on responsibility of third parties, who have access to the customer's user data, those services will be deemed as ordered by the customer or with his agreement respectively.

g) Customer data

The customer is solely responsible for character and content of the data published by him. Due to the public nature of the Internet, all material submitted by the customer for publication will be considered publicly accessible. Innter.Net® does not screen in advance the customer's material submitted to Innter.Net® for publication. Publication of material by Innter.Net® submitted by customer does not create any express or implied approval by Innter.Net® of such material, nor does it indicate that such material complies with the terms of this terms and conditions.

h) VAT registration number, reverse charge

In case the customer is a business entity, entitled to deduct VAT according to the law and provides its EU VAT registration number to Innter.Net®, all orders, bills and invoices are issued by Innter.Net® based on reverse charge according to Art. 21.1(b) of 6. directive 77/388/EWG without charging VAT. The customer is in such a case obliged to always keep his EU VAT registration number up-to-date. In case the provided EU VAT registration number becomes void at any time, the customer is obliged to inform Innter.Net® immediately about this fact and provide a new EU VAT registration number in CustomerCenter, if applicable.

In case the customer does not immediately inform Innter.Net® about deletion, change and / or new issue of his EU VAT registration number and therefore orders, bills or invoices are or were issued by Innter.Net® using an invalid EU VAT registration number the customer is obliged to immediately pay the not charged VAT. Innter.Net® will in such cases charge a handling fee amounting to 174.00 EUR incl. VAT to the customer.

In case Innter.Net® gains knowledge about the invalidity of the EU VAT registration number of the customer, Innter.Net® will remove the EU VAT registration number from the customer's contact data and future orders, bills and invoices will be issued including VAT, except the customer provides Innter.Net® in CustomerCenter with a valid EU VAT registration number before issue of the new order or bill.

(3) Cancellation, withdrawal, revocation

Hosting and domain services are individual services and therefore cannot be revoked, cancelled or withdrawn from after beginning of setup.

Hosting and domain services are charged independently from each other.

(4) Delivery and payment conditions

a) Delivery conditions and invoice issuing

Innter.Net® will issue an order confirmation as well as a proforma invoice at the time of order or at the time of renewal of services for the customer. Order confirmations are sent to the authoritative email address of the customer, proforma invoices are provided to the customer exclusively in CustomerCenter.

The customer has the right to claim access information and domain registration only after complete settlement of the order. The decisive factor is the date of value on a bank account of Innter.Net®. After settlement of the outstanding items Innter.Net® will issue a receipted, digitally signed invoice for the customer. The invoice will be sent by email to the authoritative email address of the customer and will be made available for the customer in CustomerCenter additionally.

b) Price changes

Innter.Net® attempts to hold prices stable and unchanged as long as possible, however Innter.Net® may increase or decrease prices for not more than 25% per quarter without having to ask the customer for separate agreement. Such a price change does not touch already billed periods and will take effect only from the next billing period onwards.

Price changes due to price increases of suppliers and / or high fluctuation of currency and exchange rates, which exceed 25%, can be passed to the customer immediately.

c) Message delivery

As a rule order confirmations and payment reminders are sent to the authoritative email address of the customer. Additional delivery by postal mail of the relevant information is agreed, when a noticeable malfunction or non-availability is encountered. The resulting surcharge amounts to 25.00 EUR incl. VAT. A consumer may provide proof that no, or minor, additional effort occurred.

d) Delayed payment

Delayed payment automatically occurs 30 days after the order confirmation or renewal bill has been issued, given that in the order confirmation or renewal bill no shorter payment term has been agreed to. When payment is delayed, Innter.Net® is entitled to terminate the contract extraordinarily and the entire fees for the current contract period fall due for payment immediately. Any maybe existing entitlements for services forfeit herewith.

e) Provision of a security deposit

Innter.Net® may ask for provision of a security deposit as a requirement for further service provisioning, when the payment of fees in due time seems compromised. This is especially the case, when delayed payment or the customer occurs as well as in all cases, which may cause an extraordinary contract termination. Furthermore Innter.Net® may ask for provision of a security deposit as a requirement for further service provisioning without stating any reasons. The amount of the security deposit should not exceed the complete fees for 2 years. Security deposits are immediately due after request and have to be paid by wire transfer / remittance. Innter.Net® will keep security deposits on an account without interest secured from execution.

f) Additional charges

If Innter.Net® issues a bill for additional delivery by postal mail, administrative fees (e.g. for handling of domain transfers, temporary account deactivation, services depending on consumption, etc.) or extraordinary contract termination, this bill will be due immediately. Innter.Net® may initiate the collection by legal means of those outstanding items immediately.

(5) Cancellation, extraordinary contract termination

a) Cancellation

Cancellation notes by the customer have to be sent exclusively by a registered letter using the form provided by Innter.Net® (www.Innter.Net/en/cancellation/index.php). To meet the deadline Innter.Net® will also accept the cancellation note in advance by fax. Informal or non-registered cancellation notes are not valid. The technical deactivation takes place with immediate effect upon receipt of the cancellation, unless the continued operation until a certain date is specifically stated in the predefined field in the cancellation form. Fees paid in advance are not refunded. The entire fees for the current contract period fall due for payment immediately.

b) Extraordinary contract termination

1. Innter.Net® reserves the right to terminate the contract or suspend services immediately at any time, if the Acceptable Use Policy ("AUP"), terms and conditions or legal requirements are violated, or if such a violation is suspected. The customer is fully liable to pay for damages, that are causes, were caused or will be caused by violating the AUP. Fees paid in advance are not refunded. The entire fees for the current contract period fall due for payment immediately.

2. Innter.Net® reserves the right to terminate the contract or suspend services immediately at any time, if delayed payment occurs and / or the customer does not meet or does not fully meet his contract obligations. The customer is fully liable to pay for damages, that are causes, were caused or will be caused by delayed payment or not meeting his contract obligations. Fees paid in advance are not refunded. The entire fees for the current contract period fall due for payment immediately.

3. Innter.Net® reserves the right to terminate the contract or suspend services immediately at any time, if a considerable change for the worse or considerable danger for the financial circumstances of the customer occur, especially if the customer discontinues his payments or states, that he wants to discontinue his payments.

4. Innter.Net® reserves the right to terminate the contract or suspend services immediately at any time, if a compulsory execution will be opened against the customer or if an insolvency or bankruptcy case will be opened against the customer. 5. The additional expenditures arising from the extraordinary contract termination amount to 149.00 Euro incl. VAT. A consumer may provide proof that no, or minor, effort has occurred. In case of an extraordinary contract termination all services of Innter.Net© are immediately suspended and domains are returned to the administration of the relevant registry (BILLWITHDRAW, TRANSIT) or - if this is not possible - closed (CLOSE).

(6) Expendable items and effort

1. Expendable items

Expendable items are for example data traffic, online times, server utilization and more. These expendable items are charged separately according to the price list when the agreed limits of the booked services is exceeded. Data traffic and server utilization are calculated per each started Gigabyte, where 1 Gigabyte is calculated as 1000 Megabytes. A consumer may provide proof that no, or minor, use has occurred. When expendable items are being calculated by time, the minimum fee is charged at 15 minutes based on the current price list. A consumer may provide proof that no, or minor, expenditure has occurred.

2. Effort & labour time

Additionally required effort concerning a contract, an account or a domain, like e.g. correspondence with registries, enquiries from authorities, protection agencies and technical agencies, credit card companies and other time-consuming works are charged separately according to the price list by expenditure of time - even if no separate approval was requested from the customer.

A consumer may provide proof that no, or minor, use has occurred.

When expenditure of time is charged, the minimum fee is 15 minutes based on the current price list. A consumer may provide proof that no, or minor, expenditure has occurred.

§3 Domain names, domain registration

(1) Domain registration

As far as the application for and maintenance of domain names ("Domain service") is the subject of the services, Innter.Net® merely acts an intermediary or agent for the customer towards the relevant registry. The customer (i.e. Domain owner) directly agrees to the relevant valid contract terms for domain allocation. Only the customer becomes entitled and bound by contracts with the relevant registries. As far as .DE domains are subject of the contract, the domain terms as well as the domain guidelines and the price list of DENIC (see www.denic.de) apply.

As far as .AT, CO.AT or OR.AT domains are subject of the contract, these terms and conditions as well as the terms and conditions and price list of nic.at apply. These can be seen at www.nic.at. For other top level domains the terms and conditions and price lists of the relevant registry apply.

(2) Special domains

for exotic domains it is possible that Innter.Net®, or one of its employees, is given as the domain owner, and appears as such within Whois enquiries. For these exotic domains the customer has the right to obtain formal proof in form of the invoice. Some domains (e.g. .ru, .it) require additional contracts in the country's language of the relevant registry to be signed by hand and originals sent by postal mail.

(3) Domain availability

The availability of Innter.Net® domain search (Whois) is no guarantee that the desired / invoiced domain is still available for registration either at the time of the enquiry or at the time of payment plus 48 hours (working days). This is also highlighted by the terms and conditions and regulations of the relevant registries, which are hereby explicitly accepted in the relevant country's language.

(4) Domain allocation

Innter.Net® has no influence on the allocation of domains. Hence Innter.Net® cannot guarantee that the customer actually receives the domain name he applied for, that no third party already has any right to the name, that it is unique or that it is long-lasting. This also applies to sub domains, delegated under domain names of Innter.Net®.

(5) Domain fees

The billing of domain fees is handled exclusively by Innter.Net® within its Domain service. Zone contact changes, billing contact changes or name server changes as well as outgoing domain transfer are not deemed to be valid cancellation notes. Changes to domain data, holder changes, updates as well as administrative works in respect to domain names and/or DNS (Domain Name System) settings and their maintenance are charged separately according to time expenditure. A consumer may provide proof that no, or minor, expenditure has occurred. Changes to DNS settings and/or domain data which the customer arranges directly with a registry must be communicated and justified towards Innter.Net® within 48 hours in writing.

(6) Domain conflicts, exemption

If the customer receives a request from a third party to give up his domain name because it allegedly violates any rights, Innter.Net® must be notified immediately. In this case Innter.Net® is entitled to waive the domain name on behalf of the customer, if he does not provide security for possible court and solicitor costs (at least 15.000 €).

The customer frees Innter.Net®, its employees and agents as well as any persons and organisations involved in the domain registration, of compensation claims by third parties as well as expenditures, which are based on undue use of a domain by, or with consent of, the customer.

§4 Acceptable use policy

(1) Scope of policy

The acceptable use policy applies to all services provided by Innter.Net®.

You can find this in the current version at:

www.innter.net/en/imprint/terms_of_use.php

(2) Violations

Violations of the acceptable use policy lead to cancellation without notice and a penalty of 10,000.00 Euro is agreed. Further demand for compensation will remain unaffected.

§5 Rights of third parties

(1) The customer explicitly guarantees, that the provision and publication of the contents of the website, which was prepared by him or by Innter.Net® on his behalf, does not violate either international law or his national law, which may deviate from international law, especially trademark, data protection and competition law. Innter.Net® reserves the right to exclude sites with questionable content from saving on its server systems. The customer is informed by Innter.Net® about the removal of a site immediately. The same applies when Innter.Net® is requested by a third party to remove a site, which allegedly violates third-party rights.

(2) Innter.Net® is entitled to delete websites or to prevent access for third parties to websites in any adequate way, which could violate rights of third parties. The customer is informed of such an action immediately. Should the customer be able to provide proof, that no rights of third parties are violated, Innter.Net® will make the website available again. The customer frees Innter.Net® from compensation claims by third parties, which are based on undue contents of the customer's website.

(3) Technical possibilities for data monitoring ("eavesdropping") are available in accordance with legal decrees, but data is only monitored upon request by the relevant authority. Time expenditure for data monitoring in accordance with data monitoring are charged separately, at a minimum of 129.00 Euro including VAT per request. A consumer may provide proof that no, or minor, expenditure has occurred.

§6 Copyright

As far as Innter.Net® creates web presentations for the customer or provides website creation facilities for the customer, Innter.Net® grants to the customer a non-exclusive right of use of the created sites for the duration of the contract. The customer guarantees that all provided images and texts underlie his copyright or that the customer can provide proof of relevant permission. The customer frees Innter.Net®om any kind of compensation claim by third parties or himself.

§7 Data protection and privacy

(1) The customer agrees that personal data (stock data) and other information, which concerns user behaviour (connection data, e.g. time, quantity and duration of connections, access passwords, uploads and downloads) is stored by Innter.Net® during the duration of the contract, as long as this is required for the fulfillment of the contract, especially for billing purposes. The customer declares his consent to this storage. Cookies are stored non-permanently, given that this is enabled in the customer's browser, during the online ordering process and in CustomerCenter, in order to simplify the order process.

(2) Innter.Net® is obliged to provide the customer with information about the stored data, as far as it concerns him, completely and free of charge. Innter.Net® will not provide this data or the content of private messages of the customer to third parties without consent. The only exception is when Innter.Net® is required by law to provide this data to third parties, especially government agencies. Typically, address information must be provided to the relevant registry for domain registration and is made publicly available by the registry. (Whois) (See also www.denic.de and www.nic.at)

(3) Innter.Net® explicitly points out to the customer that data protection for data transmission in public networks such as the internet cannot be guaranteed due to current technology. The customer knows, that Innter.Net® can access the website data stored on the web server at any time and maybe also further data of the customer stored there. Other internet users could technically gain unauthorised access to the network security and control data and message traffic. The customer must therefore care for the security of data transmitted to the internet himself.

(4) In case of delayed payment collection by legal means is initiated by Innter.Net®. The information required for collection is submitted by Innter.Net® to the collection agency and / or lawyer of Innter.Net®.

§8 Limitation of liability

(1) Innter.Net® is liable for damage caused by it or one of its assistants, if this was caused by gross negligence or intentionally. When essential contractual obligations are violated, the liability is limited to one month's fees in cases of simple negligence causing typical financial loss concerning predictable, immediate damages. The customer is solely responsible for data backups, and deciding on the regularity of these. Innter.Net® is free of liability and compensation claims when service loss occurs due to suspension requests by the customer, Innter.Net® or third parties. In all other cases liability is impossible.

(2) Innter.Net® provides hosting and domain service for operating the customer's website. Innter.Net® is therefore not responsible for customer's site maintenance, changes, modifications, HTML coding, scripting, or programming, now or in the future. The customer himself is solely responsible for creating and maintaining his website. In case of loss of service due to non-functioning of the customer's website – also due to changes caused by software updates - the customer frees Innter.Net® from any liability and compensation claims.

§9 Release from liability

The customer obligates himself to release Innter.Net® from all possible claims by third parties, which are based on unlawful actions by the customer or errors in the information provided by the customer in regards to content. This applies especially for copyright, protection of data privacy and competitive law violations.

§10 Applicable law, jurisdiction

(1) Cyprus law applies, the contract languages are English and/or German. United Nations Convention on Contracts for the international sale of goods is excluded.

(2) As long as the customer is business man, legal entity, public law special asset or is in the country without jurisdiction, the court of jurisdiction is Limassol. Innter.Net® can also take action against the customer at his residence or place of business.

§11 Final clauses

- (1) Parol subsidiary agreements do not exist. Alterations or amendments to this contract are only valid if they are agreed in writing. An alteration to this clause in turn must be in writing.
- (2) All statements by Innter.Net[®] are delivered to the customer electronically. This applies especially for bills within the contract.
- (3) The customer can only claim receivables against Innter.Net[®] if these are recognised or legally established.
- (4) Innter.Net[®] does not recognise the customer's terms if they deviate from these terms and conditions, unless this was explicitly agreed upon in writing. These terms and conditions also apply exclusively if Innter.Net[®] unreservedly provides services despite being aware of conflicting terms of the customer.
- (5) Innter.Net[®] is entitled to transfer receivables out of contracts with customers, contracts with customers or the company as a whole at any time to third parties and / or to change the place of incorporation and / or to change the legal form of the company without being obliged to notify this to the customer or ask for customer's agreement. The customer explicitly agrees to any kind of transmission.
- (6) Should a regulation of this contract be ineffective or should it contain a loophole, this does not effect the effectiveness of the remaining regulations. An ineffective regulation or loophole is replaced by a regulation which comes as close to the economical purpose of the agreement as possible, and which would have been agreed upon by the parties if they were aware of the ineffective regulation or loophole.