



## Terms and Conditions

Version: 13.01.2017

serverloft is a brand of the European based Host Europe GmbH

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This is a translation of a German document. Errors and omissions excepted

**Trade register:**  
HRB 28495, Local court Cologne

**VAT ID:**  
DE187370678

This agreement represents the complete agreement and understanding between serverloft and the Customer and supersedes any other written or oral agreement. Upon notice published on its Website, serverloft may modify these terms and conditions, amplify them, and/or modify the prices, as well as discontinue or change services offered.

Under the terms of this agreement, your placement of information on serverloft's servers is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the terms and conditions contained herein. If you do not wish to be bound by these terms and conditions, you should not proceed to place any information of any kind on serverloft's servers, and should notify our Billing Department at +1.314.300.2140 so that we can close your account.

## 1. USER CONDUCT

serverloft's services may only be according to the law. Any use of these services, which violates any local, state, federal, or international laws, which may apply to serverloft, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited.

While using the service, you may not:

- A. Restrict or inhibit any other user from using the Internet;
- B. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;
- C. Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component; Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material)

## 2. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless serverloft from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, serverloft, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Website content.

## 3. REFUSAL OR DISCONTINUANCE OF SERVICE

serverloft reserves the right to refuse or discontinue service to anyone at serverloft's sole discretion. serverloft may deny you access to all or part of the service without notice if you engage in any conduct or activities that serverloft, in its sole discretion, believes violates any of the terms and conditions in this agreement. serverloft shall have no responsibility to notify any third-party providers of services, merchandise or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification.

## 4. NO WARRANTIES

serverloft makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by serverloft or its agents or employees shall create a warranty. serverloft provides no warranty that the service will be uninterrupted or error free or that

any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall serverloft be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Webspace, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with serverloft service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on serverloft's servers that such information becomes available to all Internet users and that serverloft has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of serverloft's servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through serverloft or on the Internet generally.

## 5. ECPA NOTICE

You agree that serverloft is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.

## 6. IDENTIFICATION INFORMATION

You agree that you as the person legally responsible for use of this account are at least 18 years of age. You agree to supply serverloft with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

## 7. NO INTERFERENCE WITH OPERATION OF SYSTEM

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service you connect to. You agree to adhere to system policies as published online by serverloft, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at serverloft. You agree to abide by any and all future serverloft policy decisions.

## 8. SECURITY

You agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify serverloft immediately in writing by registered mail, with return receipt, to serverloft, 210 North Tucker Blvd, Suite 910, St. Louis, Missouri 63101, USA. You shall be held fully responsible for any misuse or compromise of your account for which serverloft is not properly notified. You agree not to provide or share access to your account to any third party, and that you are responsible for any use of your account by any party to whom such access has been provided. You agree that certain features of your account (e.g., FrontPage webs, additional FTP logins) which may be used to provide shared access to your account are not to be used to resell services to third parties, and that you are responsible for the actions of any party which utilizes those features. You agree that if any security

violations are believed to have occurred in association with your account, serverloft has the right to suspend access to the account pending an investigation and resolution. You also agree that serverloft has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you.

## 9. BACKUP OF DATA

Your use of the service is at your sole risk. serverloft is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backups of files and data stored on serverloft servers.

## 10. TRANSMITTAL OF MATERIALS

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of serverloft or any other service with reference to services obtained through serverloft, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause your services to be terminated immediately and without warning, and you will be held fully responsible for any damages to you, serverloft, or any other party or parties resulting from any such conduct.

## 11. PAYMENT

You agree to supply appropriate payment for the services received from serverloft, in advance of the time period during which such services are provided. You agree that all setup fees are non-refundable once setup is completed. You agree that until and unless you notify serverloft of your desire to cancel any or all services received, those services will be billed on a recurring basis. You agree that if you are paying by credit card, prepayments will be billed and charged automatically, and that serverloft may apply the amount due to the provided card at any time.

## 12. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with serverloft or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

## 13. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

## 14. APPLICABLE LAW, JURISDICTION, AND SERVICE

This agreement shall be governed by the applicable laws of Missouri and the United States of America. Customer agrees that all services provided by serverloft shall be deemed to have been requested and provided in the city of Saint Louis, Missouri. Customer further agrees that the Court of the city of Saint Louis, Missouri, shall have personal jurisdiction over Customer and exclusive subject matter jurisdiction over any and all controversies or claims arising from or relating to this agreement or the services provided by serverloft. Customer agrees to accept service of process related to this agreement by ordinary mail, postage prepaid, to the most recent address provided by Customer.

## 15. ACKNOWLEDGEMENT

By placing and continuing to maintain or place information on serverloft's servers, you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand them.

## 16. Google reCaptcha

To protect our website against SPAM bots and attacks the HostEurope GmbH uses the reCAPTCHA service provided by Google Inc. (Google Inc. 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA – now referred to as Google) for our contact forms. In this case, your IP address and the required data are transmitted to Google. The rules governing this tool can be seen in Google's privacy policy statement, which can be viewed at <https://www.google.com/intl/de/policies/privacy/>.