

**Sect. 1 General, scope of application**

**Sect. 1.1** The following terms and conditions form the basis of products and services provided by FLATBOOSTER GmbH. The terms and conditions of FLATBOOSTER GmbH apply exclusively; Opposing terms and conditions are not recognised, even if FLATBOOSTER GmbH does not expressly object to them in writing.

**Sect. 1.2** Subject to reasonable prior notice FLATBOOSTER GmbH is entitled to change the content of the existing contract as well as these general terms and conditions. If the client does not raise an objection within the period stated in the change notice, agreement to this contractual change is taken as given.

**Sect. 2 Products/Services and payment conditions**

**Sect. 2.1** The scope of services arises from the description of services at the point in time the respective service is ordered.

**Sect. 2.2** FLATBOOSTER GmbH guarantees high levels of availability for its network services. However, operational periods may be used for maintenance work. As far as is technically feasible, maintenance work will be carried out at night and announced in advance. FLATBOOSTER GmbH is not able to accept responsibility for service delays due to force majeure, the fault of third parties or technical problems outside of its sphere of influence.

**Sect. 2.3** If it is reasonable for the client, the services of the individual packages may be changed by FLATBOOSTER GmbH if the client does not raise an objection within the period stated in the change notice. Voluntary and complimentary services provided by FLATBOOSTER GmbH may be discontinued at any time.

**Sect. 2.4** The customer has no right to have the same IP address assigned to him for his services for the entire contract period. The right to make technical or legal changes is reserved.

**Sect. 2.5** All fees resulting from the contract are to be paid in advance for one year respectively. Payments take place via Paypal (VISA, MasterCard, EuroCard), bank transfer or direct debit (Germany). Invoicing takes place exclusively by electronic means. Charge back of direct debit amounts to €9.90.

**Sect. 3 Basic aspects and provisions of the contract**

**Sect. 3.1** The contract becomes effective through the first fulfillment action of FLATBOOSTER GmbH at the request of the client. Contract duration is 12 months with annual payment. The contractual relationship can be cancelled with 30 days' notice bipartisan (except to .at domains with 60 days' notice). If this does not happen, the contract duration will renew for 12 months.

**Sect. 3.2** Domain registration takes place in accordance with the conditions and guidelines of the awarding office (e.g., DENIC Domain Verwaltungs- und Betriebsgesellschaft eG in the case of .de domains). FLATBOOSTER GmbH is merely active as an intermediary, however without having own influence over the awarding and transfer of domains. As the registration office operates on the principle of priority, FLATBOOSTER GmbH assumes no responsibility that the domains applied for on the customer's behalf will be assigned and/or that assigned domains are free from third party rights or will permanently endure.

**Sect. 3.3** FLATBOOSTER GmbH can block appropriate services and give domains back to the responsible awarding office if the client defaults or does not keep to the obligations to co-operate. In this case, an obligation may remain on the part of the client to pay the awarding office. This does not lead to the omission of the client's obligation to pay remuneration. A processing fee is levied for the unblocking amounting to €10.00.

**Sect. 3.4** Terminations, changes to the provider and domain deletions must be made in writing. It sufficient if this written statement takes the form of an e-mail, a fax or a letter which is sent by post. FLATBOOSTER GmbH reserves the right to only allow connectivity co-ordination applications if all the client's uncontested outstanding bills have been settled.

**Sect. 3.5** FLATBOOSTER GmbH can return domains within 2 days before the contract period ends, because technical failures or maintenances may occur. Outgoing domain transfers need to be well-timed (at least 7 days) before the domain returns to the registry.

**Sect. 3.6** FLATBOOSTER GmbH is allowed to use customer specific data to send newsletters about their products. If the customer want to unsubscribe the newsletter he/she has to contact support@flatbooster.de or FLATBOOSTER GmbH, Linienstr. 50, 14776 Brandenburg to revoke this agreement.

**Sect. 4 The client's obligations to co-operate**

**Sect. 4.1** The customer is obliged to fully and correctly itemise data which are transmitted to FLATBOOSTER GmbH and to immediately update said data, where changes may occur.

The client shall provide assurance that he shall check his mailbox regularly for new e-mails, manage access data conscientiously and kept it secret from unauthorised third parties.

**Sect. 4.3** The client shall arrange the use of the resources made available to him, so that the security and/or availability of FLATBOOSTER GmbH's systems is/are not compromised. These include, among other things, the sending of spam e-mails, the operation of a download server, scripts which the overload the server excessively (e.g., banner exchanging, e-mail exchanging, page rank services), and DoS attacks.

**Sect. 4.4** The client is solely responsible and obliged to not offer any domains or content which violate statutory laws or infringe the rights of third parties. The customer is not entitled to claim damages for deleting such content. Where appropriate, different

national laws must be observed in relation to the use of international domains.

**Sect. 4.5** The client shall provide assurance that he will independently store backups on data storage media which are not physically kept with FLATBOOSTER GmbH.

**Sect. 4.6** If it is necessary and reasonable, the client shall co-operate with technical changes or other measures, e.g., re-entering his access data.

## **Sect. 5 Liability and warranty**

**Sect. 5.1** FLATBOOSTER GmbH is only liable for damages, whatever the legal grounds, on the condition that FLATBOOSTER GmbH or its employees or agents has violated a key contractual obligation in a manner that endangers the purpose of the agreement, or if damage can be traced back to intentional or gross negligence. In addition, the maximum liability in other cases is limited to the annual remuneration which paid by the client.

**Sect. 5.2** Liability due to the non-performance of assured features, personal injury and mandatory legal requirements remains unaffected. In accordance with the Product Liability Act, liability exists to the extent described therein.

**Sect. 5.3** FLATBOOSTER GmbH is not liable for errors or security loopholes in web applications or any resulting damages.

**Sect. 5.4** Unless there is a case of intentional injury, claims for damages fall under the statute of limitations after a period of one year, having regard to the damage-causing event.

## **Sect. 6 Place of performance, place of jurisdiction, other matters**

**Sect. 6.1** Clients may not, in whole or in part, grant the use of supplies and services to third parties.

**Sect. 6.2** Should any provision of this contract be or become ineffective, or should the contract contain a loophole, this does not affect the effectiveness of the remaining provisions.

**Sect. 6.3** German law applies exclusively to the contracts concluded with FLATBOOSTER GmbH.

## **Sect. 7 Right of withdrawal in accordance with the Distance Selling Act**

**Sect. 7.1** If the client is a consumer, he may revoke his contractual declaration in writing within two weeks without having to state reasons. The period begins on the day following receipt of this notification as a written document. The revocation period shall be deemed observed if the notice of revocation is sent within this period. The revocation must be sent to FLATBOOSTER GmbH, Linienstr. 50, 14776 Brandenburg, Tel.: +49 (0) 3381-563301, Fax: +49 (0) 3381-2690329, E-mail: support@flatbooster.de

**Sect. 7.2** The client's right of withdrawal expires ahead of schedule if, with the explicit consent of customer, the supplier has begun with the execution of the service (e.g.,

registration/transfer or activation) before the end of the withdrawal period.

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