



root S.A.

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L- 7327 Steinsel
Luxembourg

T: +352 20 500 • F: +352 20 500-500
E: info@server.lu • W: <http://www.server.lu>

VAT: LU23370883 • 2009 2213 049 • R.C.
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§ General Terms and Conditions §

1. General – Coverage

1.1 The following General Terms and Conditions apply to all business relations between the customer and root S.A. The version at the time of the contract conclusion is relevant and applicable.

1.2 Deriving, opposing or supplementing General Terms and Conditions of the customer, even if fully aware of, are not part of the contract, unless otherwise expressly agreed.

1.3 If the customer requests the registration of a Domain name, he commits himself to be in accordance with the registration terms of the registry in charge. The terms of the registry in charge are decisive. The customer will read them up and accept them.

2. Conclusion of the Contract

2.1 Our quotes are not-binding and without obligation. Technical as well as other changes are subject to change within the bounds of reason.

2.2 With the order the customer acknowledges that his contract offer is binding. We will confirm the customer's incoming order without measurable delay. This confirmation does not represent an obligatory acceptance of the order. The confirmation can be interpreted as a notification of acceptance.

2.3 We are entitled to accept the pending contract offer within a period of 5 working days after receipt. In addition, we are also entitled to reject the acceptance of the order – for instance after credit assessment of the customer.

3. Scope of Services

3.1 As far as domain registrations are object of the contractual relationship, we merely owe the procurement of the domain name. The customer can therefore only proceed once the actual allocation of the domain name has been confirmed by us. We have no influence on the domain name allocation. The liabilities and guarantee of the actual allocation of the ordered domain names is hence excluded.

3.2 We ensure an annual average availability of our servers of 99,5 %. Hereof excluded are times on which the servers are inaccessible due to technical or miscellaneous problems that are not in the scope of our jurisdiction (force majeure, interference by third

parties, etc.). Depending on the exigence, we are authorized to temporarily suspend the services, should the security of the network operations be at risk.

3.3 For the rest the scope of services is determined by the upon the order effective customer information, the order form as well as the effective monthly specials.

3.4 Technical limitations are regulated in the Acceptable Use Policies, which can be requested and consulted under <http://www.server.lu>.

3.6 Technical support services are not covered by the offers. These will be charged separately if they are desired and taken into consideration. The respectively valid prices can be looked up on <http://www.server.lu>.

4. Data Security

4.1 The customer is making backups as far as data are transferred to us. If part of the respective offer, the servers are backed up regularly. In case of a notwithstanding occurring data loss, the customer is obligated to transmit the data set to us free of charge.

4.2 The customer is obligated to make a full backup prior to making own or commissioned changes.

4.3 The customer receives an user identification and a password for the care of his offer. He is obligated to treat these confidentially and is responsible for each abuse that results from an unauthorized use of the password. If the customer attains knowledge that the password is known by unauthorized third parties, he has to inform us of it immediately. Should, as a result of the customer's fault, third parties use our services due to an abuse of the passwords, the customer is liable for compensation fees and indemnification. Therefore the customer has, in a suspicious case, the possibility to request a new password that we will deliver by fax.

5. Data Protection

5.1 We point out that personal data are stored in the context of contractual execution.

5.2 In case of procurement of domain names, the required data are transmitted to the third parties involved in the registration process. The customer is aware that the required data for the identification of the domain holder like for instance name, address and if necessary phone number are imperatively and



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permanently stored at the registries and made visible any time to himself and third parties in the so called "Whois"-Query on the internet.

5.3 The customer is advised that at the current state of the technology data protection in open networks like the internet cannot be comprehensively ensured. In particular other participants on the internet are under circumstances capable to interfere unauthorized into the network security and control the data traffic. The customer accepts this risk.

6. Published Contents

6.1 The customer is required to distinguish published contents between his own and those of third parties and to display his complete name and contact address.

Responsibilities beyond can result from the terms of the telecommunications law. The customers is required to review and fulfill this within own responsibility.

6.2 The customer commits himself not to publish contents which violate the rights of third parties or otherwise offend an applicable law. It is prohibited to publish erotic, pornographic, extremist or immoral content. We are entitled to suspend the customer's access in case of a contravention against this. The same applies in case the customer publishes contents that are meant to harm the reputation of third parties, insult or denigrate persons or groups of persons. This also applies to the case where an actual legal claim is not given.

We are not obligated to control the contents of our customers.

7. Liabilities

7.1 We assume no liability for direct damage, consequential damages or escaped profit due to technical disturbances within the internet, which do not lie within the jurisdiction of root S.A.

7.2 We assume no liability for easily negligent infringement of insignificant contract obligations towards entrepreneurs. This does not apply in all cases of personal injuries and in accordance with the product liability act.

We are only liable for indirect damages and consequential damages as well as escaped profit on intention and gross negligence. In that case our adhesion is limited to the contract-typically foreseeable damage.

7.3 If the customer offends with the contents of his internet sites against the obligations specified in

article 6, in particular against legal prohibitions or the good customs, then he shall be liable for substitution of all direct and indirect damages, also financial damages.

Moreover, the customer commits himself to exempt us from requirements of third parties – regardless of which kind – resulting from illegally published contents into the internet. The exemption obligation also covers the obligation to completely exempt us from defense costs (e.g. court and lawyer fees).

8. Payment Terms

8.1 Depending on the contractual agreement, a monthly, annual or two-annual settlement is taking place. On monthly settlements the payment is exclusively made by according a direct debiting authorization through either bank account (Luxembourg only) or Credit Card. Other settlements take place against issuing an invoice. The invoiced amount is due upon receipt of the invoice.

8.2 By exceeding the possibly granted payment delays, we are entitled to charge default interests, even without sending a reminder.

If the customer concerned is a consumer, the rate of default interests is 5 percentage points over the basic interest rate. If the customer is an entrepreneur, the rate of default interests is 8 percentage points over the basic interest rate.

8.3 Furthermore we are entitled to suspend the internet presence of the customer and retain all other services in case of payment delays. In that case, the customer is required to pay a blocking fine at the rate of 25,00 €.

8.4 We do neither accept cheques nor cash money.

9. Contract Term / Termination / Place of Execution

9.1 Unless contractually differently agreed, all contacts are concluded for an indefinite period.

9.2 In each case, both parties can terminate the contract within a period of 30 days to the end of month, however at earliest at the expiration of the contractually agreed minimum contract term. A service cancellation note can only be made in writing or by fax. Should ambiguities arise in case of a cancellation note by fax, we are entitled to claim within 4 weeks a written notice. The notice sent by fax will then become ineffective.

9.3 We are beyond that entitled to terminate the contractual relation upon good cause shown without prior notice. Such cause is existent if amongst other



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things the customer has fallen behind on the payment of a non insignificant part of the remuneration due for two consecutive months. Such cause can also lie amongst other things if the customer essentially or despite warning violates the responsibilities of article 6. A further important cause can lie in the fact that the customer is holding contents which can affect the operational behavior or the safety of the server.

9.4 Place of execution for all services in the present contract is Luxembourg. Place of jurisdiction for all disputes in the present contract is the court of Luxembourg, inasmuch as the customer is merchant, legal entity of the public right, or special property of the public right. This also applies if the customer does not have a place of general jurisdiction in Luxembourg or his residence or usual domicile are unknown. We are furthermore entitled to sue at the customer's domicile.

9.5 If the customer intends to transmit his contractual rights to another person, it requires our approval first. For this a request must be presented and personally signed from both, the present customer and the new contracting party and then submitted to us. The transmittal by fax is not sufficient.

10. Regulations for Resellers

10.1 The customer is entitled to grant third parties a contractual right to use the internet presences which we cover for him. In this case the customer remains nevertheless exclusive contracting party. He is obligated to transmit all terms of the contract that result from our general terms and conditions as well as our ordering forms internal-contractually to third parties and to obligate these to the adherence to these conditions. This applies also to the obligation in article 1.3 of these general terms and conditions.

10.2 If co-operation actions of third parties are necessary for modifications of all kind, then the customer guarantees internal-contractually that these obligations to cooperate are followed. The customer will provide us on request with the address data together with contact persons of the third parties. We are entitled to approach third parties directly in case of modifications in order to require the agreement to these changes in writing.

10.3 If the third party offends against contract obligations, or if he does not fulfill obligations to cooperate or otherwise problems arise at the granting of rights to third parties, then the customer is liable to us in relation to all damage resulting hereof. Beyond that the customer exempts us from all requirements, which both third parties and others will place at us.

10.4 In the case of an legal investigation or excessive abuse complaints aimed at a reseller's customer, we are entitled to forward the resellers contact information to legal authorities. The reseller is required to operate in accordance with applicable regulations for service providers.

11. Revocation

11.1 Consumers can withdraw the contract within 2 weeks starting at the day of the order confirmation. The right of revocation expires if we begin with express agreement by the customer with the execution of the service of if the customer calls upon actively using the service. To meet the deadline, timely mailing shall suffice and be addressed to:

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11.2 The revocation can be made without giving reasons.

12. Further Inquiries and Complaints

Further inquires and complaints are to be addressed to:

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