

Terms and conditions of exanote internet services, valid from 18-JUN-2014:

## **1. Ambit**

1.1 Exanote internet services, owner Mark Schweizer, Helmholtzstrasse 5, 69120 Heidelberg, Germany, in the following called "provider", offers under its name different internet services (for example e-mail mailboxes or e-mail distribution lists; operation of servers). These terms and conditions apply to the activities of the provider.

1.2 Any terms and conditions of the customer do not apply and are explicitly excluded unless there is a separate agreement between the provider and the customer in written form.

1.3 The provider can change these terms and conditions one month after notifying the customer if the customer does not disagree. If the customer disagrees, the provider has the right to cancel all contracts with the customer at the time where the changes in its terms and conditions become effective.

## **2. Conclusion of contract**

2.1 The application of the customer for conclusion of the intended contract consists of the transfer of its electronic order after he has agreed to the terms and conditions of the provider. This application by the customer is acknowledged by the provider with an explanation of the applicable power of revocation and a copy of the applicable terms and conditions and an order confirmation.

2.2 The contract becomes effective with the first respective implementation of the provider recognizable by the customer but not before the payment made by the customer in advance has been received by the provider if this has been claimed during the order.

## **3. Scope of services and alteration of contract**

3.1 The scope of services results from the offering information provided at the time of the order for the ordered product or services of the provider. The provider takes care to deliver his services continuously in his networks. If the services of the provider are not accessible, the provider is responsible for this only as far as this is caused from networks that he takes care of.

3.2 The customer is responsible for his access to the internet over which he connects to the networks of the provider. This may cause additional costs to the customer.

3.3 As far as the provider states storage capacities or absolute values in his offers, these refer to maximum values of the sum of user- and operational data like protocol or reference data and security buffers whose total size usually do not surpass ten percent of the stated maximum value.

3.4 The provider has the right to expand or improve his services if this is necessary for secure technical operations or for the exclusion of abuse of his services or if he has to do so because of statutory provisions.

3.5 The provider may use third parties for providing its services to any extent.

3.6 The provider has the right to transfer his duties and rights from the contract to third parties if this is announced one month in advance to the customer and if the customer agrees. If the customer disagrees, the provider has the right to cancel the contract at the time of the contract transfer.

## **4. Fees, delay of payment, billing and tariff alteration**

4.1 Usage of the services of the provider takes place according to the usage fees stated in the order confirmation or payment information. Usage fees are payable in advance as long as it has not been agreed upon other payment conditions.

4.2 If the customer delays fees due for payment, the provider has the right to cease his services partially or totally and to cancel the contract without notice or compensation because of important reason.

4.3 The customer gets an electronic or written bill for each payment.

4.4 The provider may change his fees at the beginning of a payment period and announces changes in fees at least one month before using the same way of communication as he does when sending out his bills. If the customer disagrees with the change in fees, the provider can immediately cancel the contract. Increase in fees cause an extraordinary right of the customer to cancel the contract with term of two weeks.

4.5 A compensation of the customer with own demands is only possible if these demands are not questioned and if they are finally legally binding.

4.6 If the customer wants to change to a service with a different rate, this is possible at the end of the prepaid period. A change to a service with a higher rate is always possible.

## **5. Period of validity and cancellation**

5.1 The usage contract can be cancelled at the end of each prepaid period with a term of one month in written form. The prepaid period is, as long as not agreed upon differently, six months long.

5.2 The usage contract will be renewed for another prepaid period if it has not been cancelled before.

5.3 If the customer violates the terms and conditions of the provider, the provider can cancel the usage contract immediately without notice.

## **6. Data privacy**

6.1 In order to document the customer's agreement with the terms and conditions of the provider, the provider stores the IP number from where the order was placed and the contact e-mail and order data from the customer in machine readable format.

6.2 Personal data or other data provided by the customer will be stored and processed in electronic form. These data are not given to third parties without explicit consent of the customer.

6.3 Bill-relevant data and information from service provisions and service usage are stored and processed electronically according to legal provisions.

6.4 In the case that a third party contacts the provider because of rights violation of the customer, the customer empowers the provider already now to provide the contact data of the customer. Other data will not be provided by the provider unless required by legal regulations. Before releasing the customer's contact data to said third party, the provider will inform the customer that he can directly contact the third party.

6.5 The customer is aware of the fact that data transmission over the internet may be read by participants in the transmission also without authorization. The customer accepts this risk.

## **7. Liability limitation**

7.1 The provider is only liable for grossly negligent or intended damages he is causing, however not for damages caused by technical errors, disturbances or dysfunction or disruptions caused by act of nature beyond control.

7.2 The extent of liability is limited to the usually emerging damage, however at most not exceeding the value of the sum of fees paid for the service within the last year.

7.3 The above does not apply for injury to persons, the liability according to product liability regulations and for the case of an explicitly taken guarantee.

7.4 The legitimate liability limitation according to telecommunication customer protection act will hereby not be affected.

7.5 The provider is not liable for the correct function of infrastructures or transmission pathways of the internet or the customer that he is not responsible for.

7.6 The customer is responsible for appropriate backup of his data. The provider is not liable for damages resulting from partial or total loss of data of the customer.

## **8. Data processing**

8.1 The customer agrees that the provider sends him messages to his e-mail address to a reasonable extent. The messages are regarded as effectively delivered if they are available in the mailbox of the customer irrespective of the point in time they are read by the customer. If the customer disagrees with this procedure, the provider has the right of cancellation without notice.

8.2 The customer is aware of the fact that the provider filters e-mail messages in order to avoid receipt of

unwanted or damaging or virus containing e-mail messages. The customer knows that this may result in false blocking of e-mail messages wanted by the customer. Nevertheless, the customer hereby explicitly agrees with and allows the provider to filter his incoming e-mail messages. On request, the provider will make individual adaptations of the filtering process to a reasonable extent. If the customer disagrees with this procedure, the provider has the right of cancellation without notice.

## **9. Duties of the customer**

9.1 The customer is responsible for all contents he transfers over the internet.

9.2 For the rest, usage of the services of the provider is generally free as covered by legal regulations, official directives or contractual understandings with the provider.

9.3 The user is not allowed to abuse the services supplied by the provider. As abuse is regarded amongst others:

- Transmission of unsolicited e-mail messages (SPAM) or transmission of e-mail messages with inaccurate sender.

- Usage of dialers, viruses or software that is prohibited by copyright law.

- Usage of the services of the provider for computer sabotage or unauthorized access to other computers connected to the internet or similar, also preparative acts that may be used for illegal activities.

- Distribution of pornographic or copyright protected work, not allowed usage of protected marks, names or denominations or usage of services of the provider for politics contradictory to tolerance and international understanding.

9.4 An abuse is also present if the real act has been carried out via the services of other providers and the internet domains or e-mail mailboxes used in this act can be related to the customer.

9.5 In the case of abusive usage of its services, the provider has the right to cancel the contract with the customer without notice. If there is strong suspicion of abuse, the provider has the right to partially or totally stop his services until clarification of the circumstances. A refund claim does not exist in that case until clarification.

9.6 The customer releases and discharges the provider from all claims from third parties resulting from right violations by contents offered or transmitted by the customer over the internet by first request. The indemnity takes place in such a way that the customer replaces all direct or indirect costs the provider may have because of the demands of third parties including all potential fees for lawyers, legal actions or disputes.

9.7 If the customer gets access data for services of the provider, the customer is obliged to change the access data immediately after the first use and to protect his access data from loss, abuse or usage by others. Propagation of access data is not allowed to the customer without permission by the provider in written form. The customer is responsible for damages resulting from access data propagation.

## **10. Place of jurisdiction and applicable law**

10.1 Place of payment and fulfillment is Heidelberg, Germany, for both sides. Place of jurisdiction is Heidelberg, Germany as far as it is a commercial deal for the customer.

10.2 German law applies; United Nations Convention on Contracts for the International Sale of Goods (CISG) will explicitly not be applied.

## **11. Severability clause**

If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.