Terms and Conditions
(applicable starting May 25, 2018)

1. Contractual basies

1. All services of the company Key-Systems GmbH – in the following Key-Systems or KS – are provided on the basis of these terms and conditions, the information provided on the website of Key-Systems and other terms and conditions referred to in these conditions.

2. Customers terms and conditions as well as individual agreements are only valid if Key-Systems has provided ~~their~~its consent in written form.

3. Key-Systems may modify these terms and conditions, the registration agreement, the terms of use, and the price lists at any point in time. Key-Systems is obliged to inform the customer of the terms and conditions changes by mail or email unless such notification requires unreasonable efforts. The customer may object to these modifications within 14 days starting from the notification. Should the customer object, Key-Systems may terminate the agreement within 14 days or, at our choice, at the next possible termination date. The new terms and conditions are accepted by the customer if the customer does not object. Changes to the pri~~o~~vacy policy become effective upon announcement

4. The customer is obliged to review and save these terms and conditions, as well as the respective appendixes which are relevant to the customer. Key-Systems will keep a current version of these terms and conditions available on ~~their~~its websites.

5. The customer undertakes to maintain complete and accurate contact information in his user account at all times. Key-Systems is authorized to verify the information or to request evidence and to terminate the account upon detection of incorrect or incomplete data.

6. The customer agrees to Key-Systems sending important notifications by email. The email address entered in the customer account must therefore be kept current and checked at regular intervals. Key-Systems is not responsible for customers not taking notice of messages sent to the email address provided by the customer.

7. By initiating an order through Key-Systems and/or by executing electronic actions, the customer declares that he has the proper authority to place orders either for himself or as properly authorized representative of his organisation and that he agrees to the terms and conditions, contractual terms, privacy policy and registration agreements in all parts.

8. In case of orders for or in the name of third parties, the customer remains the only contract partner of Key-Systems. Our terms and conditions, contract terms, privacy policy and general registration rules shall also apply to the third party; the customer is obliged to bind the third party to abides by the required code of conduct and duties and pass on these terms to the third party.

2. Contract

1. The Key-Systems webpages constitute an invitation for customer contract applications. The content of the webpages is subject to change without notice. A contract can be concluded by either written or electronic confirmation of the application by Key-Systems or by fulfilment of the order. Mere use of the website or confirmations of receipt of an order shall not result in an agreement with Key-Systems.

2. In case the order is only partially deliverable, then the customer will also accept partial delivery.

3. The object of the agreement and scope and description of services shall be defined by the specific agreements.

4. The customer is obliged to check the order confirmation from Key-Systems and must contact Key-Systems immediately in case of errors or mistakes.

5. The right to withdrawal and to return— in case of distance selling agreements (§ 312 BGB) is excluded for contracts to supply goods, which are manufactured according to customer specifications or clearly tailored to personal needs, as well as services where Key-Systems has immediately begun at the request of the or where the value is already accrued to the customer. The customer agrees that Key-Systems ~~immediately~~ shall immediately begin with the performance of the order or service. Such customized service is especially the case with the registration of individually specified according to customer requirements of the domain name. In addition, we refer to our informations on the right of withdrawal.

3. Domain and hosting services

1. For the use of services relating to the registration or management of domain names, our registration and management terms for domain names (Registration Agreement) additionally apply as well as, if applicable, the registration requirements of ICANN and the respective registries which shall be considered part of the agreement.

2. For the use of hosting or email services, the hosting service terms of Key-Systems additionally apply and shall be considered ~~a~~ part of the agreement.

4. Duration of contract and termination

1. The term of a service follows the accounting periods laid down in the specific agreements. Unless otherwise agreed or if the service description indicates otherwise, a standard term of 12 months applies to all services.

2. Agreements with a minimum term of 12 months are automatically renewed for another 12 months if they are not terminated with a notice period of 3 months to the expiry date, unless agreed otherwise.

3. Agreements with a term of less than 12 months shall be automatically renewed by their respective minimum term, unless they are not terminated with a notice period of 1 month before the date of expiry, unless agreed otherwise.

4. Services that are currently provided free of charge can be suspended or be made chargeable at any time, upon prior— announcement by Key-Systems, provided Key-Systems grants a right of special termination— to the customer.

5. Both sides can cancel the contract for important reason. An important reason for Key-Systems is particularly assumed to exist when the customer

   - is in delay of submitting the fee in the amount of one monthly fee for— contracts which have a minimum duration or where a certain duration time period has been agreed upon,

   - is in more than 20 calendar -days delay of submitting the payment for contracts with an undefined length,

   - culpably violates duties of the contract or these terms and conditions,

- by the use of the respective service obviously violates valid rights,

- does not modify the use of the service within appropriate period in such a way that they meet the requirements regulated in the terms and conditions despite having received a warning; or

- culpably or negligently acts contrary to the terms and conditions of the agreement or the registration policies of the registries (if applicable).

In these cases the customer loses all rights to the service.

6. The customer will be informed by e-mail about the obligation to pay the renewal fees prior to the end of the contractual term. In the case of non payment at least 3 days prior to the expiration date the customer will lose all rights to the performance of the service.

7. If the customer did not terminate the contract on time and the customer has either identified his payment method to be credit card or bank debit and provided current and valid payment details, then the due amount ~~10 days~~ will automatically be charged 10 days prior to the expiration and the agreement will be renewed accordingly. The same applies if the customer has sufficient funds or credit in his account.

8. In the event of premature termination of a service no prorated refund of the consideration is paid for the remaining period, unless the termination is caused by Key-Systems culpably or through gross negligence without legal basis. This also applies to other services or additionally booked options as well as termination for cause and termination due to binding decisions in domain name disputes.

9. Cancellations notices are only accepted in written form, for contract conclusions beginning from 2018-05-25~~2016-10-01~~ in text form, which shall include faxed messages.

5. Pricing

1. The prices for services of Key-Systems and for third-party services mediated by Key-Systems are published without engagement on the websites. ~~; these~~The prices can be changed at any ~~point in~~ time. This also applies for ~~charge-free~~ services currently provided free of charge.

2. Only the ~~Prices are only valid for the~~ actual price on the day of the conclusion of contract, the receipt of a specific order or of the renewal of a service~~contract renewal~~.

6. Payment

1. Payment can be made by bank debit order for a German bank, credit card (VISA, Mastercard, AMEX, Eurocard), by wire transfer, by Paypal payments or by sending a check drawn to a German bank. Key-Systems reserves the right to restrict payment methods available on a case by case basis.

2. Usage-based fees will become due immediately upon invoice unless another due date is agreed upon. Other charges must be paid in advance by the customer.

3. Execution of the tasks will only start after a successful credit card payment, by direct debit, or - for payments by check or bank transfer - are introduced to the account of Key-Systems on receipt of the amou**nt. All transaction costs must be covered by the customer. The customer has no right to fulfilment until payment is received in full.**

4. If the customer fails to submit payment until the due date despite a reminder of KS, he is in default.

In other respects, the statutory regulations for default shall apply.

5. Customer agrees that he will lose all rights to a service in case that payments are not submitted or not submitted in full or in the case of a charge back by their bank or credit card company, credit card fraud or any other reversed payment.

6. Invoices are published in the account of the customer as well as sent by e-mail, unless another procedure is agreed upon. Should the customer wish to receive an invoice by regular mail then Key-Systems has the right to charge EUR 3 for each mail delivery.

7. The payments for services isare also not refundable in case of disruptions in the service due to force majeure or other causes outside the realm of Key-Systems responsibilities.

8. Prepayments for services which could not be rendered will be credited to the customer account and can be refunded at any point in time or be automatically used for open orders for which no payment has occured. The customer will cover all costs of this refund.

9. If a bank debit is denied by customer, or denied by the bank due to insufficient funds, or a chargeback be initiated for any reason, the customer is liable for the bank costs, currently EUR 3, plus an additional processing fee of— EUR 10 per failed bank debit or chargeback. In addition, the customer irrevocably authorizes his bank to communicate to Key-Systems or their agents the name and address of the customer.

10. Per justified due payment reminder Key-Systems is entitled to demand to the costs incurred which currently amount to EUR 3, plus a handling fee of EUR 8. Key-Systems is also entitled to cease all services after unsuccessful reminder without notice and to block the access of the customer to his account(s).

11. The customer can only offset his own claims against claims of Key-Systems if these claims have been accepted by Key-Ssystems in writing.

12. In case of default on payments, Key-Systems may charge an annual interest of 9% above the current base interest rate according to § 247 BGB, or if the customer is a consumer, an annual interest rate of 5% above the current base interest rate.

7. Liability

1. As a condition of the customer's access and use of the services of Key-Systems the customer agrees to defend, indemnify, save and hold harmless Key-Systems, agents, partners, ICANN, the respective central registry as well as all persons involved in rendering of the service in respect to all claims, demands, liabilities, costs and/or expenses resulting from an illegal use of the service, of the domain name registered by the customer or the content provided on a registered domain. In the event of a claim, customer has the right to prove Key-Systems, that claims in the context of the exemption have not occurred in the demanded extent or not at all, and / or the customer is not responsible.

2. Neither Key-Systems, its agents, partners, ICANN, the respective central registry nor any person involved in the rendering of the service will be liable to the customer or any third party for any direct or indirect loss of profits, earnings or business opportunities, damages, expense, or costs resulting directly or indirectly from any failure to perform any obligation or provide service hereunder because of any Force Majeure, or governmental acts or directives, strikes, riot or civil commotion, war, any natural diesaster, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force or condition beyond Key--Systems' reasonable control.

3. Key-Systems cannot be held liable for delays of services and server downtimes due to force majeure, fault of third parties or due to events which Key-Systems has no influence on, despite any agreed upon deadlines and dates. Key-Systems is authorized to postpone the provision of services and/or delivery by the duration of the respective disruption plus an appropriate starting time. Furthermore Key-Systems can limit access to the service if the stability and security of the operation, the maintenance of the net integrity, in particular the avoidance of serious disturbances of the network, the software or stored data require such action. Key-Systems is not obligated to review or monitor the use of the service by the customer to ensure ~~their~~its legality.

4. For all services of Key-Systems´~~s~~ liability will be limited to intent and gross negligence if and as much as it is legally permitted. In case of paid services liability is limited by KS with negligence and rough negligence to the amount of the payment which can be paid in each case from the customer for the respective achievement and/or achievement period. For free services, the liability of Key-Systems is limited to cases of minor negligence and to an amount of EUR 25 ~~EUR~~ for each single case or EUR 100 ~~EUR~~ for all cases. In any other case the liability of Key-Systems is limited to damages typically forseeable at the time the agreement was first concluded.

5. The customer agrees to keep all passwords and access data received from Key-Systems for access to our services secret and to inform Key-Systems once he receives any information about unauthorized parties gaining access to these passwords. The customer acknowledges that he is responsible for any orders or statements issued with his user -identification and that he bears the risk of unauthorized use of his access data. Should unauthorized third parties use Key-Systems services while using his account, the customer is responsible for all fees and damages. Key-Systems may lock access to an account if there is sufficient reason to assume it is used by unauthorized parties. Key-Systems will inform the customer without delay of any such measure taken.

6. In case of allowed use by third parties or resale of products and services of Key-Systems to third parties, the customer is liable for any claims resulting from violations of the contract terms by the third party and shall indemnify KS in full from all claims resulting from the use of the service by the third parties.

8. Data and protection of data

1. To perform ~~For carrying out~~ the service~~s~~ ~~the~~ storage, processing and use of personal data of the customer is necessary. This processing is performed ~~is done~~ within the scope of the ~~legal~~ applicable data protection regulations. Additional information on this is provided in the data protection guidelines of Key-Systems which are deemed to be part of these terms and conditions.

9. Final clauses

1. Modifications or changes of terms or conditions or the contract, as well as cancellations will only be accepted in writing, for contract conclusions beginning from ~~2016-~~2018-05-25~~10-01~~ in text form, oral agreements shall not be considered valid. This also applies to terms and conditions of customers unless KS expressly agrees to accept such terms in writing.

2. For commercial customers and legal entities in Germany, as well as for all customers without permanent residence in Germany, St. Ingbert/ Germany will be the exclusive place of jurisdiction, as well as the place of fulfilment.

3. For the contract between Key-Systems and its customers, German law is the only effective law.

   U.N. purchase law shall not apply.

4. If any provision of these terms and conditions shall be or become unenforceable and/or invalid, such unenforceability and/or invalidity shall not render these terms and conditions unenforceable or invalid as a whole. Any provision determined to be unenforceable or invalid shall be replaced by provisions which are valid and enforceable and closest to the original objectives and intents of the original provisions in an economic and legal sense that would have been agreed upon by the parties, had they known of the invalidity at the time of the agreement. As far as legally possible, Key-Systems shall replace the clause in the above mentioned extent.

5. Both, the English and German version of these terms and conditions are valid and binding. In case of doubt or conflict, however, the German version will prevail.