Terms and Conditions for Domains

1. Scope of application

- 1.1. These terms and conditions govern the legal relationship between epicsoft LLC (hereinafter referred to as the Provider) and its Customers with regard to the sale and rental of already reserved domains, the registration and provision of new domains and the administration of existing customer domains.
- 1.2. These Terms and Conditions supplement the Terms and Conditions and are an integral part of the contractual relationship between the Customer and the Provider.
- 1.3. The Provider offers domain management services, including but not limited to the sale, rent, registration and management of domains.
- 1.4. By purchasing or using the services, the Customer automatically accepts the terms and conditions as well as all conditions and regulations contained therein.

2. Conclusion of contract

- 2.1. The contract between the Provider and the Customer is concluded when the Provider accepts an order from the Customer, whether in writing, verbally or electronically.
- 2.2. By concluding a contract with the Provider, the Customer expressly agrees to these terms and conditions.

3. Availability of the services

- 3.1. The Provider strives for maximum availability of the services.
- 3.2. However, the Provider does not guarantee uninterrupted availability of the services, in particular in the event of maintenance work, technical problems or extraordinary events.
- 3.3. The Customer acknowledges that outages or interruptions to the services may occur and agrees that the Provider cannot be held liable for any resulting damages.

4. Services of the Provider

- 4.1. The Provider offers domains for sale or rent that have already been reserved.
- 4.2. The Provider offers the registration and provision of new domains in accordance with the applicable registration guidelines.
- 4.3. The Provider offers services for the administration of existing customer domains, including but not limited to DNS administration, domain transfer and updating of domain information.

5. Prices and terms of payment

5.1. All the services of the Provider are subject to a 30-day money-back guarantee for the first 30 days after the conclusion of the contract.

- 5.1. The prices for the services offered are set by the Provider and may vary depending on the type of service.
- 5.3. Payment shall be made in accordance with the agreed payment terms, either annually or according to other agreed periods.
- 5.4. In the event of late payment, the Provider is entitled to suspend or terminate the services until all outstanding payments have been settled.
- 5.5. In the event of ordinary termination by the Customer, the outstanding amount for services already provided shall be refunded on a pro rata basis.

6. Price changes

- 6.1. The purchase price for already reserved domains and the rental fee for rented domains may be adjusted annually by a maximum of 5%.
- 6.2. Price changes will be communicated to the Customer in writing or by email and will take effect 30 days after notification, unless the Customer objects in writing within this period.
- 6.3. If the Customer objects to the price change, the previous price shall remain unchanged until the end of the contract term. If the contractual relationship is continued after the end of the contract term, the new prices shall apply.
- 6.4. The adjusted prices are clearly shown on the Provider's invoice.

7. Termination

- 7.1. The contract may be terminated by either party subject to a notice period.
- 7.2. The notice period shall be one month and shall commence upon receipt of the written notice of termination by the Provider.
- 7.3. Notice of termination must be given in writing; this can be done by email, provided this comes from the email address provided by the Customer. Alternatively, the customer may use the termination form available on the provider's website and provide the information required for termination.
- 7.4. The Customer is obliged to settle all outstanding payments by the end of the notice period.
- 7.5. After expiry of the notice period, the services shall be discontinued and the Provider shall no longer be obliged to provide the Customer with services.
- 7.6. The Provider is obliged to refund the outstanding amount for services already provided to the Customer on a pro rata basis.
- 7.7. The Customer has the right to special termination if the provider makes significant changes to these terms and conditions. Notice of termination must be given within 30 days of notification of the changes and shall take effect immediately without observing a notice period.

8. Rights and obligations of the customer

- 8.1. The Customer is obliged to provide the provider with accurate and up-to-date information required for the provision of the services.
- 8.2. The Customer is responsible for using the domains in accordance with the applicable laws and regulations and for complying with the rules and guidelines of the respective registries.
- 8.3. The Customer is obliged to inform the Provider immediately of any changes to its contact details.

9. Data protection

- 9.1. The Provider undertakes to comply with data protection regulations and to protect the Customer's personal data in accordance with the applicable data protection laws.
- 9.2. The customer agrees to the use of his data in accordance with the provider's privacy policy.

10. Exclusion of liability

- 10.1. The Provider shall not be liable for damages resulting from the use or unavailability of the services offered, unless they are due to gross negligence or intent on the part of the Provider.
- 10.2. The Provider accepts no liability for the availability or accessibility of domains registered by third parties or for losses or damage caused by such domains.

11. Final provisions

- 11.1. Should any provision of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.
- 11.2. The place of performance and jurisdiction for all disputes arising from or in connection with this contract is the registered office of the Provider, insofar as legally permissible.

12. Download

You can <u>download</u> the Terms and Conditions for Domains as a PDF.