

# Terms and Conditions for Email Hosting

*The Terms and Conditions were last updated on 2024-03-17*

## 1. Scope of application

- 1.1. These terms and conditions govern the contractual relationship between the customer and the email hosting provider (hereinafter referred to as the provider).
- 1.2. These Terms and Conditions supplement the General Terms and Conditions and are an integral part of the contractual relationship between the Customer and the Provider.
- 1.3. By using the email hosting services, the customer accepts these terms and conditions.

## 2. Subject matter of the contract

- 2.1. The Provider shall provide the Customer with email hosting services in accordance with the agreed specifications.
- 2.2. The customer shall receive a specified number of email mailboxes with corresponding storage capacity.

## 3. Availability of the services

- 3.1. The Provider strives for maximum availability of the email hosting 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 failures or interruptions of the services may occur and agrees that the provider cannot be held liable for any resulting damages.

## 4. Conclusion of contract

- 4.1. The contract is concluded when the customer orders the email hosting services and the provider accepts the order.
- 4.2. The provider reserves the right to refuse orders without giving reasons.

## 5. Use of the services

5.1. The Customer agrees to use the Email Hosting Services solely for lawful purposes in accordance with applicable laws.

5.2. The Customer is prohibited from using the Services for activities that violate applicable law and the Terms of Use, including but not limited to spamming, phishing, virus distribution or other illegal or harmful activities.

5.3. The Customer is solely responsible and liable for all content sent or received via its email inboxes.

## 6. Prices and terms of payment

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

6.2. The prices for the email hosting services are indicated on the provider's website and may vary depending on the chosen tariff.

6.3. Payment shall be made in accordance with the agreed payment terms, either monthly, annually or according to other agreed periods.

6.4. In the event of late payment, the Provider is entitled to suspend or terminate the email hosting services until all outstanding payments have been settled.

6.5. In the event of ordinary termination by the customer, the outstanding amount for services already provided shall be refunded on a pro rata basis.

## 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 Email Hosting Services shall be discontinued and the Provider shall no longer be obliged to provide the Customer with Email Hosting 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. Data protection

8.1. 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.

8.2. The customer agrees to the use of his data in accordance with the provider's privacy policy.

## 9. Exclusion of liability

9.1. The Provider assumes no liability for damages incurred by the Customer through the use of the email hosting services, unless they are based on gross negligence or intent on the part of the Provider.

9.2. The Provider shall not be liable for the loss of data caused by the Customer, including data loss due to hardware or software errors.

## 10. Changes to the terms and conditions

10.1. The Provider reserves the right to amend these Terms and Conditions at any time.

10.2. Amendments to the Terms and Conditions shall be notified to the Customer in good time and shall enter into force after a reasonable period of time, unless the Customer objects.

## 11. Final 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.

11.1. Should any provision of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

## 12. Download

You can also [download](#) our Terms and Conditions for Email-Hosting as a PDF.