

# Terms and conditions for Managed-Webhosting

*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 managed web hosting services and email hosting services (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 managed web hosting services and 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 web hosting services and email hosting services in accordance with the agreed specifications.

2.2. The customer shall receive a fixed number of email mailboxes with corresponding storage capacity as well as web hosting storage space for the publication of websites and associated content.

### 2.3. Managed web hosting

2.3.1. In addition to web hosting, the provider also offers managed web hosting services.

2.3.2. With managed web hosting, the provider assumes responsibility for the management and configuration of the hosting environment, including the provision of support for the configuration and management of the hosting platform.

2.3.3. Managed services include regular monitoring of hosting and application performance, implementation of security measures and optimization of resources for maximum performance and stability.

## 3. Availability of the services

3.1. The provider strives for maximum availability of the web hosting services and 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 places an order for managed web hosting services and 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 undertakes to use the Managed Webhosting Services and 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.

5.4. The Client is responsible for managing all content provided through Managed Web Hosting and ensuring that it complies with applicable laws and regulations. This includes compliance with copyright, trademark and other intellectual property rights.

5.5. The Customer is responsible for all content uploaded or published through its Managed Web Hosting account and agrees that the Provider cannot be held liable for content that violates laws, regulations or third party rights.

5.6. The Customer acknowledges and agrees that the Provider may have access to their hosting environment to perform maintenance, perform security checks or diagnose and resolve problems.

5.7. The customer is obliged to assist the provider in carrying out updates, maintenance work or other necessary measures within the scope of managed web hosting and to inform the provider in good time of any specific requirements or restrictions that may affect the hosting environment.

## 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 managed web hosting services are indicated on the provider's website and may vary depending on the tariff selected.

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 managed web hosting services and 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 Managed Web Hosting Services and Email Hosting Services shall be discontinued and the Provider shall no longer be obliged to provide the Customer with Managed Web Hosting Services and 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 GTC. 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 managed web hosting services and email hosting services, unless they are based on gross negligence or intent on the part of the Provider.

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

9.3. The Provider accepts no responsibility for content published or made available via Managed Webhosting and is not liable for any legal consequences arising from such content.

9.4. The provider assumes no liability for damages caused by actions or omissions of the customer that affect the security, stability or performance of the hosting platform, unless they are based on gross negligence or intent on the part of the provider.

9.5. The Provider is not liable for any loss or damage caused by security breaches or data loss in the hosting environment, unless these are due to gross negligence or intent on the part of the Provider, but the Provider will take reasonable measures to prevent or minimize such incidents, insofar as this has been agreed as part of managed web hosting.

## 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. The customer will be notified of changes to the terms and conditions in good time and they will come into force after a reasonable period of time, unless the customer objects.

## 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 also [download](#) our Terms and Conditions for Managed-Webhosting as a PDF.