

General terms and conditions

checkdomain GmbH
Große Burgstraße 27/29
23552 Lübeck

(hereinafter referred to as provider)

§ 1. Scope of application

(1) The object of this contract is the provision of webspace by the provider, the connection of the customer's website to the internet and, depending on the chosen plan, the registration and connection of one or several domains.

(2) The services offered by the provider shall be rendered exclusively in accordance with the following general terms and conditions, in the version valid at the time of order. Our general terms and conditions shall apply exclusively. In case the general terms and conditions of the customer deviate from our own, the customer's general terms and conditions will be considered invalid unless we explicitly agree to them.

§ 2. Conclusion of contract

(1) The provider's website as it is available online constitutes a non-binding invitation to the customer to make a binding offer for a conclusion of contract. The provider may accept this offer within three working days by giving notification of the acceptance of the offer by email or by performing the relevant service established in the contract. If no such actions are taken before the end of the deadline, the offer will be considered rejected.

(2) There is no general right for the use of the service. The provider reserves the right to deny users a conclusion of contract without giving reasons.

§ 3. Scope of services

(1) The provider gives the customer access to storage space on a server which is suitable for storage of the transmitted content.

(2) Depending on the chosen plan, the object of the contract can include the connection of the customer's website to the internet as well as the registration and connection of one or several domains.

(3) The object of the contract depends on the chosen plan. Information about technical specifications and included services is available in the description of the product on the website.

[domains](#)

[hosting plans](#)

[SSL certificates](#) A summary of periods of validity, cancellation periods and pricing can be found on the [overview page](#).

§ 4. Domain registration

(1) Concerning the procurement and care of domains, the provider's sole function is that of an intermediary between the customer and the relevant registrar. In the context of the registration of a domain, the terms of the registrar shall apply to the registration and management of top-level domains as well as the relevant sub-level domains. You can find the registrars' terms of use on the [overview page for procurement rules](#).

(2) The provider has no influence on the procurement of domains and will not assume liability for the allocation of a requested domain to a customer or the possibility of it not being free from the rights of third parties.

(3) It is up to the customer to make sure that their requested domain does not infringe on the rights of third parties, such as name or trademark rights.

§ 5. Period of validity of the contract / Cancellation

(1) The period of validity of the contract depends on the service description valid at the time of the conclusion of the contract (see 3.3) for the chosen plan on the website of the provider. Insofar as there are no other arrangements in the service description, the contract will be extended by the same period of validity unless it is canceled in due time before its expiration.

(2) The period of cancellation depends on the service description valid at the time of the conclusion of the contract (see 3.3) for the chosen product which is available on the description page of the service in question. The contract may be canceled in the secure customer area insofar as this option is available. Otherwise a cancellation in written form is necessary. It retains its validity if it is sent by fax or if it is scanned and sent via email.

(3) A cancellation for due cause will be unaffected by this. This includes cases in which there is a culpable violation by the customer of the obligations stated in § 8. Other reasons for cancellation for due cause (as determined by the provider):

1. the customer neglects payment of the remuneration or a significant part of the remuneration for two consecutive months or for a period of more than two months of an amount corresponding to at least two months worth of remuneration
2. the customer deliberately provides false information when registering
3. the customer fails to provide proof for the information entered during the registration process within 14 days of being requested to do so by Checkdomain.de
4. an application for insolvency proceedings concerning the assets of the customer is made, insolvency proceedings are initiated or the initiation is rejected for lack of assets.

(4) In cases in which a domain was registered, the cancellation must include a statement clarifying whether the domain is to be deleted immediately or at the end of the period of validity of the contract, or whether the domain is to be released for a registrar change. If a registrar change is desired by the customer, the change must occur within 30 days of the day of cancellation. If the registrar change (transfer) is not completed within the deadline, the release of the domain(s) for the purpose of the registrar change will be revoked. The contractual billing period continues if there is no cancellation.

(5) In the case of a registrar change, the provider has the right of retention toward the new registrar regarding the declaration of release insofar as the customer has not yet paid the amount due in compliance with the contract or not yet paid it in full.

(6) Your legal cancellation rights are not affected by these rules.

§ 6. Remuneration, late payment and payment reminder

(1) The provider bills their services depending on the chosen plan (see 3.3). Payment is due without deductions immediately after reception of the invoice. Customers will receive their invoice at least 14 days prior to the day that payment is due at the email address provided by them, as well as in the secure customer area which they can access with their personal customer log-in/password at www.checkdomain.de.

(2) If a customer wishes to receive their invoice by mail, any costs incurred will be billed to the customer. More information about costs is available in the provider's current [cost overview](#)

(3) Customers can pay the amount due for services by direct debit, credit card or PayPal. Customers outside of Germany, companies (such as GmbH, AG) and agencies may also pay by bank transfer. In case of a direct debit payment through Checkdomain.de, the customer grants Checkdomain.de permission to collect the amount due from a bank account designated by the customer. The customer is obligated to ensure that there are sufficient funds in the bank account designated for the direct debit procedure. In case of payment via the payment service PayPal, the customer grants Checkdomain.de permission to collect the amount due from a PayPal account designated by the customer. The customer must allow reference transactions in order to use this service. With the approval of automatic payments the provider is authorized to debit different amounts from the PayPal account of the customer. The amount depends on the chosen service (such as domain registration, hosting plan, SSL certificate etc.). The chosen method of payment can be modified or canceled by the customer at any given time in the secure [customer area](#) or in written form.

(4) If the customer fails to make payments on time, the provider is entitled to a default interest of 5% above the base interest rate of the European Central Bank. In the case of transactions between entrepreneurs, the interest

rate is 8% above the base interest rate. In the event that the provider claims a higher damage caused by delay, the customer has the opportunity to prove that the higher damage claimed did not accrue or was at least significantly lower than claimed.

(5) In the case of return debits and other cancellations of unpaid payment orders due to insufficient account coverage or any other fault of the customer, the provider may bill the incurred costs to the customer. Current costs can be consulted in the [overview of costs](#) of the provider. There is no obligation of payment if the customer can prove that there was no damage or at least a significantly lower damage.

(6) In the case of late payment, the provider will send a reminder to the customer at the customer's expense. If a second reminder has been sent and there is still no payment, the payment will be enforced by a collection agency. If the customer is already known to the collection agency because of one or several unpaid invoices, any further invoices will be transmitted directly to the collection agency without a new reminder.

§ 7. Customer obligations

(1) The customer is responsible for the accuracy and completeness of any data entered at the time of their registration to the website. The customer must inform the provider about any changes to their registration details immediately.

(2) The customer commits themselves to refraining from using the webspace made available to them for the distribution of any illegal content. The customer must ensure that their website meets all legal requirements. In particular, this pertains to the legal requirement for a legal notice (a so-called Impressum in German) which provides information about the owner of the website. The customer is obligated to make sure that the requested domain does not violate the rights of any third parties. The provider is under no obligation to examine these contents.

(3) The customer ensures that they will not make any content available in the contractual storage space or online if the provision, publication or use of this content is in violation of any applicable law or of the rights of any third party. This concerns data which includes, but is not limited to, the following:

1. data of a pornographic nature or which is harmful to minors
2. data containing inciting material or material from unconstitutional organizations
3. any content if its processing and publishing violates copyright law or any rights related to copyright law such as ancillary copyrights or industrial property rights (patents, brands, design and utility patents)
4. any content which violates a third party's right to their own image, their personality rights or the rights to their own name
5. executable data containing viruses or Trojans

(4) The customer further undertakes to refrain from making any domains or content available which are of a right-wing populist or of an extremist (especially right-wing extremist) nature or featuring content which is pornographic, erotic for commercial purposes, violent or glorifying violence, racist, discriminating, harmful to minors or inciting hatred, as well as domains and content which incite to criminal acts or which provide instructions for any such acts. This also applies to content on the sites of third parties which the customer makes available through a hyperlink or a similar connection.

(5) It is expressly prohibited for a customer to use the servers made available to them by the provider in order to send unsolicited commercial emails (spam mail) or to use them to offer online file sharing.

(6) The customer will receive a username and a password in order to maintain their account. The customer must treat this information with strict confidentiality. A customer may leave the contractual storage space to a third party if and only if they have the explicit consent of the provider for this transfer of use, regardless of whether the transfer of use is partial or complete, against payment or free of charge.

(7) The customer must regularly secure the content they store on the server. The provider is under no obligation to ensure regular safeguarding of these contents unless a separate agreement has been made with the customer.

§ 8. Availability, guarantee and liability

(1) The provider guarantees 99% accessibility of its web servers in the annual average. This excludes periods of time during which a web server is not available online due to technical or other problems outside of the sphere of influence and responsibility of the provider (such as force majeure or by the fault of a third party). Furthermore, the continuous availability of data cannot be guaranteed due to the need for technical work (such as maintenance) which is carried out to an extent deemed reasonable for the customer (maximum 1% of the entire term on a regular basis). Any necessary interruption of operations resulting from preventive maintenance will be announced as far in advance as possible.

(2) The provider is not responsible for interruptions in cases where the server is not available because of technical or other problems outside of the sphere of influence of the provider (such as force majeure or by the fault of a third party which the provider is not accountable for).

(3) Access to servers can be limited by the provider insofar as this is necessary for the upkeep and security of network operations, especially in order to prevent serious disruptions to the network, the software or any stored data.

(4) The provider is only liable for damages not resulting from injury to life, body or health insofar as these damages are caused by deliberate or grossly negligent conduct or by culpable violation of essential contractual obligations. Any further liability is hereby excluded. The regulations included in the warranty liability are not affected by this. If obligations are broken due to slight negligence, the provider is only liable for the foreseeable, direct, average amount of damages typical for this type of contract.

§ 9. Release from reliability

(1) The customer supports the provider in the defense against claims asserted by third parties on the basis of content transmitted by the customer or of a violation of rights resulting from their domain registration, in particular by making available any information necessary for the defense.

(2) The customer is obligated to reimburse any costs for a prosecution resulting from legal measures taken by third parties which were caused by content made available by the customer or by an infringement of third party rights through the customer's domain registration. This obligation to indemnify is effective only insofar as the customer is guilty of the conduct or failure to act which caused the prosecution.

§ 10. Responsibility for content

(1) The provider is not liable for the accuracy, quality, completeness, reliability, kind or trustworthiness of content made available by the customers. Any published content does not reflect the opinions of the provider. In particular, the provider does not claim ownership of any content published by customers.

(2) In accordance with the applicable legal requirements of the TDG and MDstV, service providers are not obligated to monitor the information transferred or stored by them or to inquire about circumstances indicating unlawful acts without any concrete evidence. The provider is only liable for third parties if there is knowledge of unlawful acts or information, knowledge of facts or circumstances concerning claims for damages which lay bare the unlawful act or information, or if the provider failed to act immediately in order to remove the information or restrict access to the site.

(3) After being notified of such infringements by third parties, the provider will immediately take appropriate measures to prevent the violation in the future.

§ 11. Blocking of content and/or users

(1) Insofar as there is concrete evidence that, in violation of regulation § 7 of this contract, contractual storage space is being used to spread illegal content or if the content published by the user violates the rights of third parties, the provider has the right to block access to this content through the World Wide Web by means of appropriate measures.

(2) The provider has the right to caution users in the event of a violation of the codes of conduct stated under regulation § 7 of this contract. Furthermore, the provider may permanently block a user's access to their services after multiple violations. The legitimate rights of users are hereby taken into account, especially concerning whether the user is responsible for the infringement.

(3) Insofar as a user has been blocked from using the service, they are prohibited from reapplying for or using any of the services offered by the provider, regardless of the name used for this purpose.

(4) The possibility for criminal prosecution of any violations of the law remains unaffected by this. To the extent permitted by law, the provider is required to make any details necessary for the prosecution available to law enforcement agencies and courts.

§ 12. Privacy policy

We treat your personal information with strict confidentiality and in accordance with applicable data protection regulations. We may only disclose customer details to third parties with the explicit consent of the customer or insofar as it is necessary in order to implement and process the contract. Please follow this link for further information about our [privacy policy](#)

§ 13. Choice of law / Court of jurisdiction

(1) Any contracts concluded on the basis of these terms and conditions and any claims resulting from these contracts are exclusively governed by the law of the Federal Republic of Germany - the CISG (United Nations Convention on Contracts for the International Sale of Goods) does not apply - insofar as this choice of law does not release a customer from the mandatory customer protection regulations of their own country.

(2) The exclusive court of jurisdiction for any disputes arising from this contract with traders, legal persons governed by public law or special assets governed by public law lies in Lübeck, the location of the registered offices of the provider.

§ 14. Changes to these terms and conditions

The provider may change the contractual terms in whole or in part at any time, without giving reasons. The customer will be notified of the amended terms and conditions with emphasis on the amended parts. The customer may object to any modification of the terms within a period of 3 weeks. The provider will point out the legal consequences to the customer in a separate notification at the beginning of this period of time.

§ 15. Final clause

Insofar as individual terms of this contract are invalid or insofar as their validity is lost due to circumstances present at a later time, the validity of the remaining contract shall not be affected.