
Part I

1. Scope of application

- (1) The following General Terms and Conditions apply to all business relations between Keyweb AG and the Customer in accordance with the version valid at the time of the conclusion of the contract. With regard to the domain registration relationship, deviating conditions for the termination of the contract are partially applicable and are governed by separate Domain Terms and Conditions.
- (2) For the purposes of these terms and conditions, Customers are entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) and consumers of full age and full legal capacity within the meaning of § 13 of the German Civil Code (BGB).
- (3) Verbal ancillary agreements are only valid if they have been confirmed in writing by Keyweb AG. The same applies to any of the Customer's conflicting General Terms and Conditions, which are hereby expressly contradicted..
- (4) Keyweb AG is entitled to change these General Terms and Conditions unilaterally, especially in cases of changes to the legal situation, supreme court rulings or market conditions, e.g. changes to supplier prices, as long as these do not put the Customer in a worse position as a result of the change. For this purpose, Keyweb AG will provide the Customer with the new General Terms and Conditions in text form and grant the Customer a period of four weeks to take note of them, during which the Customer can object to the General Terms and Conditions in written form. If the Customer does not object within these four weeks, the new General Terms and Conditions are deemed to have been accepted by the Customer.

Keyweb AG will point out any legal consequences to the Customer at the time of sending the new General Terms and Conditions along with the determination of a deadline.

2. Conclusion of contract, contract term, termination, contract takeover

- (1) The Customer's request for the use of a service of Keyweb AG is deemed to mean either the sending of the online order form in written form to Keyweb AG or the transmission of an electronic declaration insofar as this is offered. An order is considered to be accepted as legally effective only when Keyweb AG expressly declares the acceptance in text form or expresses this with the performance or provision of the service, e.g. with the provision of login da
- (2) a) Unless expressly agreed otherwise, the term of the contract is 4 weeks. The contract may be terminated by either contracting party at any time with 14 days' notice to the end of the respective contract term or prepayment period. If no notice of termination has been given, the contract will be automatically renewed in accordance with the billing period or the corresponding payment method. In terms of the subsequent contract term, the Customer can choose between one month, one quarter, half a year, one year and two years by booking the respective package. The billing period corresponds to the contract period.
 - b) For consumer contracts with a term of at least 3 months, the notice period is 14 days to the end of the contract term. If the consumer does not terminate the contract before the end of the contract term, it is extended for an indefinite period. The contract can then be terminated at any time with a notice period of 14 days from the declaration by the consumer.

-
- (3) The right of both parties to extraordinary termination due to good cause remains unaffected. Good cause exists for Keyweb AG in particular if the Customer
- a) repeatedly culpably breaches a material contractual obligation;
 - b) fails to remedy an infringement of a third party's legal rights within a reasonable period of time despite being requested to do so;
 - c) fails to pay the contractually agreed remuneration for two consecutive billing periods.
- (4) a) Both ordinary and extraordinary termination must be submitted in writing in order to be effective. Alternatively, ordinary notice of termination can also be submitted by the Customer (due and proper notice at the end of the contract) in the form of „online termination“ via the integrated ticket system in the Customer menu (KCP) or by fax or signed pdf document. After receipt of the effective termination, the Customer shall receive a confirmation of receipt specifying the end of the contract via the ticket system, e-mail or post.
- b) Consumers can submit their termination declaration online via a termination button. On the website of Keyweb AG, the consumer reaches a confirmation page in the customer portal KCP via „Terminate contracts“, on which the consumer can enter all necessary termination details and submit his declaration of termination to Keyweb by clicking the button „Terminate contract“. After receipt of the termination declaration, the consumer receives a confirmation of receipt and, after verification, a confirmation of termination stating the end of the contract by e-mail and additionally as a downloadable PDF file in the customer portal KCP.
- (5) If the contractual relationship is terminated before the end of the agreed contract period due to a termination by Keyweb AG resulting from the Customer's behaviour in breach of contract, Keyweb AG is entitled to claim the resulting damages from the Customer.
- (6) Keyweb AG reserves the right to assert further legal claims without prejudice to the above provision.
- (7) a) The customer is entitled to apply for a contract takeover of products and services by a possible future contract partner with Keyweb AG. A contract takeover is when a new legal or natural person takes over the already existing contract and thus the entire contractual legal position of its predecessor.
- b) Keyweb AG is entitled to reject the application for contract transfer without giving reasons.
- c) Keyweb AG is entitled to demand the joint liability of the previous contract partner. Unless otherwise agreed, in the case of such an arrangement, the jointly liable, previously sole contract partner will be listed as an additional contract partner on each statement of transferred services for the period of joint and several liability. As soon as the joint and several liability is no longer required, this entry shall automatically no longer apply.
- d) A joint liability case of the additional contract partner occurs when the main contract partner does not fulfil his contractual obligations. Keyweb AG is obliged to inform the additional contract partner immediately as soon as the case of joint liability has occurred.

3. Keyweb AG services

- (1) Keyweb AG shall fulfil its performance obligations according to each product's respective performance description.
- (2) Keyweb AG provides the Customer with hosting services, based on the Keymachine[®], in a data centre. In this respect, Keyweb AG's responsibility is to make the data stored by the Customer in accordance with the contract accessible to the public via a network maintained by Keyweb AG and the Internet connected to it.

Keyweb AG is not responsible for the condition of the required hardware and software on the part of the Customer as well as for the telecommunication connection between the Customer and Keyweb AG up to the transfer point. The transfer point for Keyweb AG's servers and the data stored there is the router exit of Keyweb AG's data centre. If it is not immediately possible to inform the Customer in the case of unforeseeable events, Keyweb AG shall be entitled to fully inform the Customer only when the technical limitation has been resolved, to avoid the actual clarification procedure leading to an additional delay in resolving the limitation due to the provision of a parallel report to the Customer.

Network accessibility amounts to at least 99% as an annual average up to the transfer point to the Internet. This excludes downtimes due to maintenance and software updates as well as times in which the data centre cannot be reached via the Internet due to technical or other problems that are beyond Keyweb AG's control (force majeure, third-party faults, DDoS attacks, etc.).

The Customer is informed that Keyweb AG is only responsible for accessibility insofar as the nonaccessibility is attributable to the part of the network operated by it or the web server itself. Keyweb AG is obliged to take all reasonable measures to ensure the maintenance of the network operation and network integrity.

- (3) a) Keyweb AG shall provide the KeyHelp management software and its additional functions, so-called pro-functions, „KeyHelp Pro“, for use on a temporary basis as a download via its website www.keyhelp.de. The source code is not part of the service.

The KeyHelp management software is offered free of charge.

A monthly rental fee is charged for the option of using additional „KeyHelp Pro“ functions. The remuneration amount is based on the price quotations on the internet pages of Keyweb AG www.keyweb.de as well as www.keyhelp.de and is understood to include the respectively applicable statutory value added tax.

Keyweb AG shall be responsible for the maintenance and updating of the software as well as any additional functions during the contract term.

- (4) Keyweb AG reserves the right to extend services, to take measures to adapt the services to technical developments and/or to implement improvements. This applies, in particular, if an adjustment appears necessary in order to prevent misuse or if legal regulations oblige Keyweb AG to make adjustments. If this leads to an increase in costs, Keyweb AG is entitled to adjust the Customer's remuneration accordingly. In this respect, 1.4. of the General Terms and Conditions agreement shall apply.
- (5) Keyweb AG will only provide technical assistance (support) to the Customer within the scope of what has been contractually agreed. Keyweb AG does not provide support services free of charge beyond this, unless otherwise agreed in writing.

- (6) If Keyweb AG provides additional services without additional payment, the Customer shall have no claim to their performance. The Provider is entitled, within an appropriate period, to change services previously provided free of charge, or to only offer them for a fee. In this case, the Provider shall inform the Customer in a timely manner.

4. General obligations of the Customer

- (1) The Customer shall provide the Provider with their full name and a summonable postal address (not a P.O. Box or other anonymous address), e-mail address and telephone number. The Customer hereby declares that the information provided by them is correct and complete. The Customer is obligated to inform Keyweb AG of any changes to the provided contact data as well as any other data required for the execution of the contract without delay. Changes to data can be made via the Customer menu (KCP) or by notifying Keyweb AG via post, fax or email.

- (2) The Customer is solely responsible for making back-up copies of all data used or obtained in connection with the use of the server/account at regular intervals which will enable lost data to be reconstructed with reasonable effort.

As a general rule, Keyweb AG does not create any backup copies and does not carry out any backups of Customer data. On the contrary, the implementation of backups or the creation of backup copies must be commissioned and remunerated separately by the Customer.

Any liability shall be governed by 7.5.

- (3) If the Customer commissions Keyweb AG with the data backup, the Customer must check the data to be backed up by Keyweb AG on conclusion of the contract and during the term of the contract for completeness and suitability for data reconstruction at regular intervals. The Customer is obliged to inform Keyweb AG of any deviations and anomalies immediately.

The Customer is obliged to inform Keyweb AG immediately if, and as soon as, the Customer notices any defects and to support Keyweb AG with any possible rectification of the defects

- (4) The Customer shall receive a login name and a login password in order to use their account/server. The Customer is obliged to treat this information confidentially, i.e. to keep any passwords received secret and to change them regularly in order to prevent access by unauthorised persons. The Customer is liable for all misuse resulting from any unauthorised use of the password.

The Customer shall inform Keyweb AG immediately as soon as they become aware that unauthorised third parties have obtained knowledge of their password or have otherwise gained access to it.

- (5) The Customer shall not violate applicable law, morality or the rights of third parties, such as copyrights, trademark rights, name rights, data protection rights, etc., with its Internet presence as well as with any retrievable content, stored data and banners used. These include the following actions in particular:

- a) Phishing sites and/or an open mail relay (mail server that accepts e-mails from any computer and forwards them to any third parties) or a similar system that may enable SPAM e-mails to be disseminated;
- b) Unauthorised intrusion into foreign computer systems (e.g. hacking);

- c) Obstructing foreign computer systems by sending/forwarding data streams and/or e-mails (e.g. DoS/DDoS attacks/spam/Mail Bombing);
- d) Searching for open access to computer systems (for example, port scanning);
- e) Sending e-mails to third parties for advertising purposes, except with the explicit consent of the recipient, or if it is allowed by law;
- f) Providing content which is harmful to children; publishing adult content without consulting the Provider;
- g) Counterfeiting IP addresses, mail headers and news headers as well as the spreading of malicious software. This also applies if the contents are stored on a web server not belonging to Keyweb AG and can only be accessed via a domain or subdomain registered by Keyweb AG.

The Customer shall conclude a corresponding agreement with its employees, vicarious agents and assistants prohibiting them from any misuse and infringement of third party rights.

In the event of violations of applicable law, Keyweb AG reserves the right to terminate the contract without notice and to immediately block the account/server even in the event of the continuation of the contractual relationship. In this case, all services will be discontinued with immediate effect or access to the Customer's information will be blocked. Contrary to section 2 para. 8 of these General Terms and Conditions, no prior warning is required in this regard. The Customer's obligation to pay shall remain unaffected by this provision. Claims for damages on the part of Keyweb AG are expressly reserved.

The Customer shall indemnify Keyweb AG from any liability for the content of transmitted web pages on the account/server towards third parties upon first request.

- (6) The Customer agrees to refrain from „spamming“ using Keyweb AG systems or domains registered by Keyweb AG. „Spamming“ is deemed to have occurred when e-mails are sent without the prior explicit and concrete written consent of the respective addressee, unless an exception has been indicated in accordance with Section 7 paragraph 3 of the German Law against Unfair Competition (UWG). The Customer is responsible for providing proof of the consent of the respective recipient or of the requirements of Section 7(3) of the UWG. The Customer is also forbidden to promote or allow others to promote content which can be accessed under a domain registered via Keyweb AG or via systems of Keyweb AG through the use of spamming.
- (7) If the Customer himself manages, sets up or distributes licences on the servers, the Customer is solely responsible for obtaining the correct licences.

The Customer is also solely responsible for the domain.

- (8) If the Customer has sole administrator rights, Keyweb AG will not be able to manage the server. Therefore, the Customer shall be solely responsible for the server's content and security. The Customer undertakes to set up and manage their servers in such a way that the security, legitimacy and availability of the networks, other servers, as well as any software and data belonging to third parties or data belonging to Keyweb AG is not endangered. Furthermore, it is also their duty to install security software, to regularly inform themselves about any known security vulnerabilities and to close any known security gaps. If Keyweb AG provides security or maintenance programs, this does not release the Customer from their obligation to take security precautions. In all other respects, 4.5. clauses 1 and 3 shall apply.

5. Remuneration, invoicing, payment, payment default

- (1) The amount of the remuneration shall be based on the offer on which this agreement is based. The prices specified in the respective offer at the time of the conclusion of the contract shall apply. All prices are quoted in euros and include the statutory value added tax for offers made to consumers. In the case of written offers to merchants, only net prices are indicated.

Billing shall be carried out monthly, quarterly, semi-annually, annually and biennially, depending on the agreed contract term. If a minimum contract period of more than 4 weeks has been agreed, the billing period can be selected independently of the minimum contract period when the contract is concluded.

The Customer shall receive an electronic invoice from Keyweb AG in the Key Control Management Center (KCP) pertaining to the period of performance. The invoice can be downloaded as well as printed out. The online invoice is deemed to have been received by the Customer as soon as it can be retrieved by them in the KCP customer section and has therefore entered the scope of their availability. The Customer hereby agrees to this. If the Customer wishes the invoice to be sent by post, Keyweb AG is entitled to charge an appropriate fee for this per billing period.

- (2) Depending on the agreed method of payment, payment shall be made by credit card, on account (bank transfer), via the PayPal payment service or via a SEPA t debit mandate. In the case of bank transfers, the date on which the amount is credited to the account of Keyweb AG is decisive with regard to the observance of the payment deadline. This applies equally to payments made by cheque.
- (3) Customers who have chosen the SEPA direct debit procedure for payments within Europe will receive a corresponding mandate reference for the execution of the SEPA mandate (Single Euro Payments Area). In connection with Keyweb AG's Creditor Identifier, these identifiers are used for the collection of SEPA direct debits, both for the authorisation and the redemption of a direct debit. In the case of due invoices, Keyweb AG will additionally communicate the corresponding debit information at least one day before the due date in the Key Control Management Center (KCP). The Customer shall ensure that there are sufficient funds in the respective account.
- (4) Unless otherwise agreed, invoices are due for payment within 7 calendar days of receipt. In the event that the Customer is in default of payment, Keyweb AG is entitled to the statutory interest on arrears. Keyweb AG's right to assert a claim for higher damages caused by any such a delay shall remain unaffected. If the Customer is in default with the payment of a due invoice, all outstanding invoices shall become due for immediate payment. Keyweb AG is entitled to charge a reminder fee of € 8.00 per overdue payment notice. This shall not apply to the first overdue payment notice.

In the event that a correct direct debit is returned, the direct debit debtor may be charged the costs of the return direct debit in accordance with the statutory provisions. In the event of a rejection of the credit card booking by the credit card institute, the Customer shall also bear the costs for any return charges incurred.

- (5) If, following conclusion of the contract, it becomes apparent that there are reasonable doubts about the Customer's ability to pay, Keyweb AG is entitled to refuse its services until the Customer has made advance payment.
- (6) If the Customer does not effect a due payment within the grace period stipulated in the reminder, Keyweb AG is entitled, without prejudice to further legal claims, to refuse its services following the fruitless expiry of the grace period until receipt of the due payment plus the reimbursement of

any reminder fees, interest on arrears and, if applicable, further damages caused by the delay, particularly with regard to the cessation of outstanding deliveries and the blocking of any respective accounts/servers.

- (7) Keyweb AG is entitled to make reasonable fee increases in accordance with 1.4. of the General Terms and Conditions. These are considered reasonable if they are required due to changes in the law (e.g. increase in value added tax or significant increase in supplier prices) or other indispensable reasons.

In the event that the Customer objects to the price increase, Keyweb AG is entitled to an exceptional right of termination with regard to the contract. This clause does not apply to services which are to be provided within four months of the conclusion of the contract, insofar as this does not concern the provision of services within the framework of continuing obligations.

6. Warranty

- (1) In accordance with the rules of tenancy law, Keyweb AG guarantees the agreed quality of the servers and that the use of the servers by the Customer according to the contract does not conflict with the rights of third parties.
- (2) If the functionality of the product is impaired due to content that is not in compliance with the contract or due to a use that exceeds the contractually assumed use (section 5.(3)), the Customer shall not be entitled to hold Keyweb AG responsible for any malfunctions based on such use. In the event of the application of force majeure, Keyweb AG is exempt from the obligation to perform. This particularly includes official measures, as far as these are not the fault of Keyweb AG.
- (3) Keyweb AG does not guarantee that the account/server is suitable or permanently available to provide a certain service or software. However, Keyweb AG warrants to the Customer that the hardware and software used or provided by Keyweb AG will function under the given operating conditions and normal maintenance at the time of transfer.
- (4) Claims due to defective services become statute-barred, if the Customer is a merchant, half a year after the termination of the contract; the same period applies to other claims against Keyweb AG, irrespective of their nature. The legal limitation periods apply in case of intent or gross negligence on the part of Keyweb AG, in case of fraudulent concealment of a defect, in case of personal injury or defects of title as well as in case of guarantees, as well as in case of claims arising from the Product Liability Act.

7. Liability

- (1) In all cases of contractual and non-contractual liability, Keyweb AG will exclusively pay damages in accordance with the following limits:
- a) in the full amount in the case of intent, as well as in the case of the absence of a quality for which Keyweb AG has assumed a guarantee;
 - b) in the event of gross negligence, only to the extent of foreseeable damages that should have been prevented resulting from the breached obligation;

-
- c) In other cases: only resulting from a breach of an essential contractual obligation if the purpose of the contract is jeopardised as a result, however, always limited to the amount of any foreseeable damages. The liability is limited in total to the Euro amount of three monthly rents per claim, up to a maximum Euro amount of six monthly rents under this contract;
 - d) Furthermore, insofar as Keyweb AG is insured against the damages incurred, within the scope of its insurance coverage and conditionally subject to the payment of the insurance.
- (2) The limitations of liability in accordance with 7.1. of the General Terms and Conditions shall not apply in the case of liability for personal injury and in the case of liability in accordance with the Product Liability Act.
 - (3) Keyweb AG remains at liberty to raise the objection of contributory negligence.
 - (4) Within the scope of application of the Telecommunications Act (TKG), the liability regulation in § 44a TKG remains unaffected in any case.
 - (5) In case of data loss or data destruction Keyweb AG is only liable if it causes the destruction intentionally, grossly negligently or due to a violation of an essential contractual obligation and the Customer has at the same time ensured that the destroyed data can be reconstructed with reasonable effort from data material that is kept available by the Customer in machine-readable form in accordance with 4.2.

8. Exemption

The Customer undertakes to release Keyweb AG from all possible third-party claims that are based on the Customer's unlawful or rights-infringing actions or errors in the content of any information provided by the Customer. This shall particularly apply to copyright, trademark, name, data protection and competition law infringements.

9. Copyrights, licence agreement

- (1) Keyweb AG grants the Customer non-exclusive (simple) rights of use, limited in time to the term of the contract, for their own software and third-party software that is provided. The licence is granted per software and is valid for one installation in each case. Insofar as Keyweb AG has not agreed to the transfer of the contract, the transfer as well as the granting of sub-licenses to third parties is not permitted. The Customer is not authorised to make changes, extensions or other modifications to the software. The Customer is also not entitled to decompile the software.

If Keyweb AG provides the Customer with supplements (e.g. updates, supplements to the user manual) or a new edition of the subject matter of the contract (e.g. upgrade), which replaces the previously provided software („old software“), these shall also be subject to the provisions of this agreement. If Keyweb AG provides a new version of the software, the Customer's rights under this agreement with respect to the old software expire as soon as the Customer uses the new software productively.

If the contractual relationship is terminated – regardless of the reason – further use shall be prohibited. The Customer agrees to irretrievably delete the software and any copies thereof upon termination of the contract.

- (2) For open source programs, the valid licence terms of the provider of the software shall additionally apply. Keyweb AG will make these available to the Customer upon request. Insofar as the terms and conditions of the software provider are in breach of these terms and conditions, the terms of the software provider shall take precedence.

- (3) Equally, the respective software manufacturer's licence conditions and, if relevant, the manufacturer- or software-specific additional conditions of Keyweb AG shall apply.

10. Data protection

Keyweb AG complies with data protection regulations and ensures that its employees and vicarious agents also comply with these regulations. Keyweb AG commits these parties to data secrecy before they commence their work activities. Personal data will be handled by Keyweb AG in accordance with the provisions of data protection law.

Further information on data processing and data protection can be found in the Keyweb AG data protection information sheet in your account.

11. Final provisions

- (1) Provided that the Customer is a merchant, a legal entity under public law or a special fund under public law, Erfurt shall be the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship between the contracting parties. Keyweb AG is also entitled to sue the Customer at their general place of jurisdiction.
- (2) The law of the Federal Republic of Germany applies to the agreements concluded by Keyweb AG on the basis of these General Terms and Conditions and the entire legal relationship between Keyweb AG and the Customer, excluding the provisions of the Uniform UN Sales Law on the Sale of Goods (CISG).
- (3) Keyweb AG is not obligated and not willing to participate in dispute resolution proceedings before a consumer arbitration board as provided for by the Consumer Dispute Resolution Act §36 para. 1.
- (4) All information and declarations issued by Keyweb AG, with the exception of termination declarations, can be sent to the Customer electronically, in particular via the KCP or by e-mail to the e-mail address provided by the Customer.
- (5) Should any provisions of these General Terms and Conditions and/or of the contract be or become invalid or contain a loophole that needs to be filled, the validity of the remaining provisions shall remain unaffected. In place of an ineffective provision, the contracting parties shall be obliged to conclude a valid agreement with a valid provision that most closely reflects the intended commercial purpose of the ineffective provision.

Part II

Revocation of the consumer in distance contracts

Revocation Instruction

1. Right of Revocation

You have the right to cancel this contract within fourteen days without giving any reason.

The period for revocation is fourteen days. Provided that you make demands on our services, the time limit will be calculated from the date of contract. Provided that you order goods from us, the time limit will start on the day, on which you or a third party named by you, which is not the carrier, have taken in possession the last goods.

To exercise your right to revocation, you have to inform us, Keyweb AG, Neuwerkstraße 45/46, 99084 Erfurt, Telefon: [+49] 0361-65853-0, Telefax: [+49] 0361 - 6585388, Email: info@keyweb.de, by a clear explanation (for example letter sending by post, fax or pdf file) of your decision to withdraw from this contract. You can use the attached withdrawal form which is not mandatory, however.

To observe the revocation period it is sufficient that you send your communication concerning the exercise of the right of withdrawal before the withdrawal deadline.

2. Effects of Withdrawal

If you withdraw from this contract, we have to repay all payments we have received from you, including delivery costs (except the additional costs arising from the fact, that you have chosen a different type of delivery than the cheap standard delivery offered by us) without delay and at least within fourteen days from the day, on which we received your cancellation of this contract with us. For this repayment, we use the same means of payment that you used in the original transaction, unless we expressly agreed otherwise with you; in no case you will be charged for these repayments. We may refuse to repay until we have received the returned goods or until you have given evidence that you have returned the goods, whichever is the earlier date.

You have to return the goods to us immediately and in any event not later than fourteen days from the date on which you notify us, Keyweb AG, Neuwerkstraße 45/46, 99084 Erfurt, of the cancellation of this contract. The deadline is met if you send back the goods before the period of fourteen days.

You bear the direct cost of returning the goods. The cost is estimated at a maximum of about € 200.00 per parcel.

You only need to pay for any diminished value of the goods, if this value loss is due to an unnecessary handling to establish the nature, characteristics and functioning of the goods.

Do you require that the services shall begin during the withdrawal period, you have to pay us a reasonable amount equivalent to the proportion, up to the time you inform us of the right of withdrawal in respect of this contract, corresponds to the service already provided in comparison to the total amount provided for in the contract services.

3. Model of Withdrawal:

Form If you want to revoke the contract, then please fill out this form and send it back.

To:

postal: Keyweb AG, Neuwerkstraße 45/46, 99084 Erfurt, Germany

via Telefax: +49 (0) 361 - 6585388

E-mail: info@keyweb.de

Model of Withdrawal

Hereby I / we revoke (*) the from me / us (*) concluded contract for the purchase of the following products (*) / services (*).

.....
.....
.....

ordered on (*)

received on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Place/Date

(*) Delete as applicable.

Part III

Keyweb AG Domain Registration Conditions

- (1) Keyweb AG's information as to whether a specific domain is still free is provided by Keyweb AG on the basis of third-party information and only refers to the time when the information is consulted by Keyweb AG. The domain is not allocated to the customer until the domain has been registered for the customer and entered in the database of the respective Network Information Center (NIC).
- (2) Domain names are registered with the respective NIC by Keyweb AG or partners whom it commissions. The data for registration of domain names are transmitted to the respective NIC in an automatic procedure. The customer can only presume actual availability and allocation when this has been confirmed by the respective NIC or by Keyweb AG. Keyweb AG herewith rules out all liability and any warranty for the allocation of the domain names that have been ordered.
- (3) Insofar as the registration conditions contradict the present Keyweb AG general terms and conditions, the respective registration conditions must take precedence over the Keyweb AG GTCs.
- (4) The customer may give notice with regard to the agreement on the domain registration for domains registered via Keyweb AG in compliance with these domain registration conditions. The customer shall be entitled to transfer the domains to another provider where the latter offers the corresponding top-level domain and/or supports the change of provider in terms of the necessary circumstances and technical requirements.
- (5) A domain contract shall be established where:
 - a) webspace is ordered (storage space) with a 14-day notice period to the end of the appropriate advance payment period,
 - b) domains are ordered without webspace, additional domains for a webspace tariff and special top-level domains for a contract term of 12 (twelve) months with a notice period of 2 (two) to 6 (six) weeks prior to the end of the contract. The notice period necessary for the domain ending ordered will be communicated to the customer in writing by post at the same time as his/her first invoice is dispatched. Unless notice is given, the contract shall be automatically extended in each case, depending on the accounting period.
 - c) a virtual or dedicated server is ordered with access to domain registration tools. Further additional domains activated by the customer shall have a contract term of 12 (twelve) months from the time of registration. The customer shall assume the independent administration of any additional domains activated by the customer. The customer shall hence have sole responsibility for giving notice of his/her domains in good time. The respective additional de-domains activated by the customer must be terminated with a notice period of one day to the end of the contract term as well as all other domain endings with a period of two to six weeks to the end of the contract term. If the customer does not make use of the domain registration tool, the customer must commission Keyweb AG at least 2 (two) working days prior to the start of the respective notice period with the termination of his/her domains.
- (6) The Customer is obliged to reasonably play a role in the registration, transfer and cancellation of domains, as well in changes to entries in the databases of the contracting authorities.
- (7) Once a year, Keyweb AG sends an e-mail to remind customers to check the stored Whois data for up-to-dateness and completeness.

-
- (8) The Customer guarantees that his domains and retrievable content do not violate legal regulations or infringe the rights of third parties. Depending on the type of domains or the objectives of the associated content, other national laws must be observed. Should it be substantiated by a third party that the domains or content infringe their rights, or if Keyweb AG believes that an infringement is likely based on objective circumstances, Keyweb AG can temporarily disable the content and take measures to make the domain inaccessible.
 - (9) As a matter of principle, the termination of the contractual relationship with Keyweb AG shall not affect any registration contract existing between the customer (domain owner) and the respective NIC regarding a domain. Termination instructions regarding the registration relationship must nonetheless be addressed to Keyweb AG in written form since Keyweb AG maintains the domain for the domain owner and forwards messages from the domain owner, including contract terminations, to the respective NIC. De-Domains will be returned to Denic after the notice of termination has expired, unless there is a written deletion request beforehand or the domain is moved to another provider.
 - (10) If a domain is not terminated in good time, the term of the domain registration shall be automatically extended by the length of the respective accounting period. In this case, the customer's obligation of remuneration for the period of the extension shall be unchanged.
 - (11) In the event of a protracted delay in payment, we reserve the right to return the domains to the appropriate NIC. If a domain is transferred back to Keyweb AG, the full annual fee shall again become due.
 - (12) Keyweb AG reserves the right to amend the terms and conditions of this registration agreement. You acknowledge that registration requirements can be added in order to comply with new registration guidelines, ICANN policies or the observance of Public Interest Commitments (PICs). Amendments shall come into force immediately after their publication on the website.

Your rights and obligations as defined by ICANN can be found here:
<https://www.icann.org/resources/pages/responsibilities-2014-03-14-en>