Specific Terms and Conditions for Virtual Server of the ISPpro Internet KG

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1. General

This specific terms and conditions for virtual servers regulate the technical and financial terms of virtual server leasing.

These special terms complement the general Terms and Conditions of THE PROVIDER.

In case of a contradiction between these terms and the General Terms and Conditions, the general Terms and Conditions will be effective.

2. Specification and availability

2.1 THE PROVIDER provides, according to the performance description of the choosen tariff, a virtual operative hosting system connected with the internet or storage space. The specification implies on THE CUSTOMER information that are given in the order form at the time of order.

2.2 If there is any specific storage space written in the performance description then this is valid for the whole mentioned storage space of the tarrif. This storage will be also used for LogFiles.

2.3 THE PROVIDER offers a virtual server composed of dedicated resources (parts of harddrives) as well as resources for the specific Host-Server (memory and processor).

Resources are installed on the host-server and shared by the different virtual servers. Because of the high technical complexity, THE PROVIDER only takes over a duty to act. The server plattform of THE PROVIDER on which the virtual server is arranged can be reached by THE CUSTOMER an the publicity over the internet. For the leasing period THE PROVIDER allocates the access to this service to THE CUSTOMER.

2.4 THE PROVIDER guarantees an accessibility of his infrastructure of 97% of annual average. Excluded are periods of time which are not in the circle of influence of THE PROVIDER eg act of nature, fault of third parties etc. THE PROVIDER can straiten up the access for the service if this is required by the safety of the network, the maintenance of network integrity (especially the prevention of serious network disorders), the software or storaged data.

3. Duties of the Provider

3.1 THE PROVIDER is obliged to maintain the infrastructure and the Host-server as well as to keep the server in working condition.

If the Host-server shows an error THE PROVIDER is obliged to fix the problem as soon as possible. This is not effective if the error is not in the circle of circumstances of THE PROVIDER or if the removal of defects takes an unusual long time. In this case THE CUSTOMER will be informed by THE PROVIDER immediately.

3.2 THE PROVIDER reserves the right to extend services and make improvements if it is necessary for technical progress, necessary for prevent abuse or if THE PROVIDER is obliged because of legal regulations.

3.3 Because of the use of virtual technology for the virtual server administration there is no obligation for THE PROVIDER to cause a specific success. This is especially effective for the backup of data stored by THE CUSTOMER.

4. Duties and obligations of the customer

4.1 THE CUSTOMER is responsible for any content that he has storaged on the hostsystem. As a measure of his obligation for the compliance of legal and contractual regulations THE CUSTOMER is also responsible for the behaviour of third parties who act in the name of THE CUSTOMER. The same is true for other third parties who get access to the services of THE PROVIDER by THE CUSTOMER himself.

THE PROVIDER is not obliged to check the content of THE CUSTOMER for any abuse of law.

4.2 Do third parties show probable cause that the content of THE CUSTOMER abuses their rights or are there any indications, THE PROVIDER can lock the concerned content as long as the abuse or the disput with third parties lasts.

4.3 For some servers only THE CUSTOMER has all administrative rights. In this case, THE PROVIDER cannot andministrate the server and THE CUSTOMER is responsible for the safety of his server all by himself.

It is incubent upon the custumer to install any security software, get the latest information about any security flaw and to close them.

Although THE PROVIDER allocates the install of maintenance software and other software, THE CUSTOMER is not released from this duty

4.4 Any customer is obliged to setup and administrate his server in a way that does not compromises the security, integrity and the availability of the network, other servers, software and

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the data of third parties.

4.5 THE CUSTOMER commits to keep all passwords, that he got from THE PROVIDER for aims of services, a secret. THE CUSTOMER commits to notice THE PROVIDER immediately as soon as he gets the notice that third parties know the passwords. If in succession of a fault of THE CUSTOMER a third party conducts abuse with the password on services of THE PROVIDER, THE CUSTOMER is liable for all usage fee and all damages against THE PROVIDER. Equally THE CUSTOMER is liable for all consequences that are caused because of the loss of his password/s.

4.6 THE CUSTOMER is not allowed to publish data or hyperlinks on the hosted sites that are against the copyright or regulations for the security of intellectual property or any other laws.

The cutomer is not allowed to install so called „Premium-Link-Generatoren" on his service. If THE CUSTOMER uses the software of a third partie on his service, he is obliged to pay the licence fee to the third partie. THE PROVIDER makes THE CUSTOMER aware of draw legal consequences if he does illegal offence on his virtual server.

4.7 The same is true, if THE CUSTOMER does spamming in the internet. In this case THE PROVIDER will terminate the contract with emmediate effect and without any notice and lock the service.

 Non allowed services:

– public TOR/ Proxy or other anonymisation services

– IRC-services, IRC server an bouncer

– distributed computing (SETI-Client etc.)

– filesharing of illegal content (P2P)

4.8 THE CUSTOMER is not allowed to send unrequested emails or spam from his virtual server. Does THE CUSTOMER contravened against this regulations THE PROVIDER can lock the virtual server immediately without any notice or terminate the contract with emmediate effect.

4.9 In addition THE CUSTOMER is not allowed to infiltrate from his virtualserver (among Port-Scan, Sniffing, Spoofing). In this case THE PROVIDER will terminate the contract with immediate effect and without any notice and lock the service. The enforcement of claim damages by the THE PROVIDER is unaffected.

4.10 It is incubent upon THE CUSTOMER to safe any data, configuration or software setting he has access for. The backup has to be done before any modification or maintenance of THE PROVIDER as soon as they are announced.

5. Prices

5.1 The total charge that has to be paid by THE CUSTOMER and the accounting period depends on the performance description of the choosen tariff.

5.2 Prices for the virtual servers are available on the website of the respective business branch.

Any prices include VAT, unless noted otherwise.

5.3 THE PROVIDER reserves the right to raise prices anytime in adherence to a approriate notification. In this case THE CUSTOMER is obliged to cancel the contract as soon as the price rise is affective.

6. Contract period and Cancellation of a contract

6.1 Deviant from numer 11 of the General Terms and Conditions, after cancellation of a contract, the virtual server and any stored data will be deleted.

7. Liability and Compensation claims

THE PROVIDER is not liable for any damages of data and configuration hosted on the Hostsystem.

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