easyname GmbH

General Terms and Conditions

Valid until the 31st of August, 2016

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1.   Applicability

The general terms and conditions of easyname GmbH, hereafter called "easyname", are applicable for all services and deliveries rendered. They are also applicable for all future commercial activities, even if not explicitly stated. easyname only accepts orders and contracts on condition of the applicability of these general terms and conditions.

2.   Provisions of Law and Protection of Privacy

The principal is explicitly required to comply with the relevant legal requirements, particularly with the requirements of the telecommunications act (TKG). Any data transmission that threatens public policy and security, is an act of indecency or offence against the law, as well as any annoyance or harassment of other users is explicitly prohibited. Violations against the law must be reported to easyname.

The principal is required to keep easyname free from harm that can can arise from the data transferred by him, especially from legal action in consequence of defamation (§ 111 StGB) or offence (§ 115 StGB), in lawsuits based upon the media law or copyright law.

The employees of easyname are bound by the telecommunications act to protect your privacy and are bound to professional discretion according to the TKG (telecommunications act). easyname retains the title, first name, last name, company, address, city as well as method of payment as basic claims data of each principal and party and keeps record of payments and invoiced amounts. Basic claims data is processed automatically. Furthermore, transmittal data is kept if it is useful for accounting. Content data will neither be evaluated nor stored beyond what is technically required (e.g. intermediate storage of data until the next request by the principal). easyname is entitled to store connection data, especially source and destination IP addresses, but is also entitled to save and use all other generated logs, beside evaluation for accounting, to protect the equipment of easyname and others. Additionally, this data may be used to remedy technical problems. Particulary, Domain information must be announced. The contractual partner must agree with these conditions as well as with storing of cookies. The user is free to deactivate this functionality.

easyname will use all state-of-the-art proven and current techniques to protect the data stored by easyname. easyname can not be made responsible if somone uses illegal means to get or use the data.

Claims by the principal or others against easyname are excluded for slight negligence. The principal is required to comply with Austrian and international legislation when using the services offered by easyname and must also impose these requirements on his contractual partners and must use any technical or organisational means to prevent any illegal use of the services provided.

Attention is invited to the requirements of the pornography act, the laws prohibiting nazi activities and relevant legislation in the penal law which state that the transmittal, distribution or display of certain contents are subject to legal restrictions. The principal is required to comply with these provisions of law and to accept the sole responsibility against anybody to adhere with these.

easyname is entitled to use names, companies and internet addresses as well as the type of services of principals on a list of references and to provide this list at request to other principals and interested parties. The principal is always free to revoke the right to be stated on that list (via written request).

The principal is liable without fault for all activities and will keep easyname free from harm or legal action for any inflicted damage. Included in the requirement to keep easyname clear of harm or legal action are especially any penalties to be paid as well as the expenses of appropriate legal defence.

The principal agrees to receive an moderate amount of advertisement and information about products and services provided by easyname. The principal is always granted to revoke this declaration of consent via written request, fax or email.

3.   Inception, Duration and Conclusion of the Contract

The contractual relationship between the principal and easyname is established at transmissal of the customer data described in the online purchasing system, especially of the bank details or credit card data of the principal.

The minimum duration of contract is automatically extended for additional 6 months if it isn't cancelled in written form via letter 1 month before expiration of the contract. The minimum duration for annual payment is 12 months unless no other duration was agreed upon. The contract is extended automatically for additional 12 months if it isn't cancelled in written form via letter 1 month before expiration of the contract. The minimum duration of contract that applies for domain products is stated on the website, however at least 12 months if no other duration of contract was agreed upon. The contract is extended automatically for 12 months if it isn't cancelled in written form via letter, fax or (if applicable for the product) the website, 1 month before expiration of the contract.

A modification of the minimum contracted period can be agreed by written contract with easyname. The principal however must provide evidence for this in case of a cancellation of the contract.

The customer ensures that the information concerning himself as an individual and other circumstances relevant to the contract that were provided at contract time is complete and correct. The customer is required to immediately inform easyname about modification of information he has given.

On request by easyname the customer must confirm this information. easyname is entitled to disable the services stated in the contract if an violation occurs.

4.   Payment

The remuneration must be paid in advance, depending on the method of payment chosen. easyname is entitled to disable access until receipt of payment without prior notice if receipt of the stipulated payment to the account stated on the invoice did not happen in time. Disabling of access has no influence on the payment liability for non-terminated service periods.

In case of delayed payment easyname is entitled to additionally charge any arising costs and expenses as well as the default interest that is customary in banking. Furthermore, easyname is entitled to transfer bills receivable at the expense of the principal to a dept collecting agency.

The customer agrees that in case of a possible payment by credit card that was agreed upon all accounting data may be transmitted in a form required for accounting to the respective credit card company.

easyname is entitled to increase prices at all time after prior written announcement with a period of 6 weeks. The modified price applies if the customer doesn't object to it within 6 weeks. The contractional relationship will continue with the modified terms/prices. If the customer objects in time both parties are free to terminate the contract with 1 month to the end of the next month.

5.   Disclaimer

easyname operates the offered services with the greatest possible diligence, reliability and availability. However, easyname does not take responsibility beyond the regulations of §§ 6 para. 1 Z 9 consumer protection law and $ 9 product liability act that these services are available without interruption, that the specified connections can be established at all time or that stored data is preserved in any circumstance. The liability for consequential damage or loss of profit as well as the compensation for damage of property for corporate damage according to the product liability act is excluded. easyname is not liable for the content of transferred data or for the content of data that is accessible via easyname. easyname reserves the right to disable particular publicly accessible content if required by law, e.g. the telecommunications act.

easyname is not liable for the content, completeness, correctness etc. of transferred or requested data or data that is accessible via easyname.

easyname is liable only for deliberate or grossly negligent behavior of it's employees. The liability for compensation for slight negligence is excluded. easyname is not liable for damage resulting from a required, but not issued authorisation by the telecommunication authority or other authorities or by a required, but not issued authorisation under civil law or acceptance by others.

A commutation or price reduction is consensually excluded.

6.   Network - Usage

The username agreed upon with the principal combined with the password issued by easyname or the customer himself grants access to the services that were agreed upon. Username and password are unique and allow for easyname to uniquely identify the principal. Thus, the principal is required to keep his password secure. He is liable for any damage resulting from insufficient secrecy of the password, to easyname, others or himself.

The use of network services for other than the designated purpose, indifferent of the party operating the used system (easyname or others), eligibles easyname to immediately revoke access rights and to charge the costs for locating, evaluating and fixing the damage on systems operated by easyname and on other affected systems. Furthermore, easyname is entitled to delete stored emails, news and other data of the principal.

easyname reserves the right to immediately physically and/or otherwise disconnect principals from the internet without any prior notice who are under suspicion of having initiated activities via their account that are a threat to the security or operability of systems operated by easyname or others. For costs arising from detecting and tracking these activities, disconnection or any repairs, the principal will be charged the hourly rates that are usually charged by easyname at a time.

For using the services provided by easyname, the principal is required to comply with the internet netiquette, i.e. concerted practices that are attended to by the internet users world wide (especially with the prohibition of annoyance and harassment of other users and of mass mailing with commercial or pornographic content - "Spamming"). At repeated violation easyname is entitled to restrict the affected services for the user or cancel the contract. Any additional costs generated by the handling and processing of complaints will be charged.

Certain services offered by easyname include an anti virus program which can be deactivated by the customer for his email account. Attention is invited to the fact, that no anti virus program on the market can guarantee for absolute protection and security. This is due to the multitude of circulating viruses and their constant modification. In particular, it is indicated that even emails that were examined by the scanner can contain viruses. Therefore, the client is responsible for effective protection of his data.

7.   Warranty

For other services commissioned for provided hardware and software, e.g. setup, extension of etc., easyname will provide the services agreed upon to that extend that is possible given the technical premises provided by the principal. easyname does not guarantee that all functional needs of the principal can be met with the provided components. Due to additional agreements for the delivery of goods, absolute ownership of delivered goods is retained by easyname until complete receipt of payment.

If not contracted otherwise, the length of warranty is 12 months. easyname can clear itself of claims for termination of contract and of adequate price reduction by replacing the deficient good with a flawless one, and to clear itself of claims concerning the obligation for adequate price reduction also by making improvements or provide what was missing within an appropriate period that are reasonable to the consumer. Defects covered by warranty will be remedied either by rework or replacement at easyname' discretion. If the principal cancels the contract because of reasons that are beyond the responsibility of easyname, an amount resulting from the verifiable damage, however at least 20% of the net contract value, must be paid in compensation to easyname.

easyname is not liable for the content of the transmitted data or for the content of data that is accessible via the services provided by easyname. easyname is not liable towards the principal for actions of other principals or others within the network area and does not take responsibility for damage inflicted on the principal by other principals or others in the course of networking or the failure of the same.

For firewalls/VPN that are set up and/or audited by easyname, easyname always proceeds with the greatest possible care within the limits of the current state of the art. In particular, it is indicated to the principal that absolute security of firewall systems can't be guaranteed. easyname is liable only for deliberate or grossly negligent behavior of it's employees. Liability of damage for slight negligence is excluded.

8.   Software

At delivery of software with order of licenced software from a third party the principal certifies knowledge of the scope of services of the software. No warranty whatsoever is granted for software that is classified as "Public Domain" or "Shareware". The terms and conditions of that software that were specified by the author or possible licence regulations must be complied with. For software individually created by easyname, the scope of service is determined by a service description (system analysis) countersigned by the principal. The delivery includes the executable program code on the stated systems and a program description. The source code as well as all rights remain at easyname.

easyname takes no responsibility for the sufficience of the delivered software for all requirements of the principal, unless this was explicitly stated in the contract, or for interoperability with the programs chosen by the principal in all system configurations. Compensation for slight negligence is excluded by agreement. Liability is restricted to deficies in the program function. The use by a third party of services that are provided by easyname by others requires the explicit written agreement of easyname.

9.   Rescission

easyname is entitled to withdraw from the contract if:

- The principal is entirely or in part in default with due payment despite qualified dunning letter and a grant of respite of 14 days.

- The principal violates a basic regulation of the contract or this terms and conditions.

- If clearing, bankruptcy or preliminary proceedings are opened on the property of the principal or the institution of such prceedings were denied because of the lack of cost coverage.

- The principal provided incorrect data at the time of contract or because of material concealment of information that would have kept easyname from contracting.

- If the completion of delivery or the begin or continuation of the service becomes impossible or is delayed due to reasons that the principal is responsible for, despite the grant of an adequate respite.

- If doubt arose about the financial solvence of the principal and he neither advances nor brings a suitable security before the delivery or continuation of the service, despite the request by easyname.

- If the principal generates an amount of traffic disproportunate to the webspace used by him.

- If the user repeatedly violates the "Netiquette" and the generally accepted standards for network usage, e.g. by distributing unwanted advertisement or spamming (aggressive direct-mailing), using the services to deliver threats, obscenities, annoyances or to damage other parties.

- If the user generates traffic disproportunate to the data volume that was agreed upon. In case of a termination of the contract by the principal for reasons whatsoever that was not caused by easyname, easyname is rightfully entitled payment of an amount that was contractually agreed upon from the day of termination of the contract until the contracted end of the contract in compensation. In case of advance payment easyname is entitled to keep already delivered payment for services.

10.   Special Regulations for Registering Domains

easyname charges fees according to the price list for registering new Domains. easyname is not required to check the legitimacy of the Domain regarding to trademark or naming rights. The principal declares that he will respect the relevant legislation and especially that he won't violate trademark

rights of anybody and will keep easyname clear of any harm or lawsuit. The goal of the agreement between easyname and the principal is to register a Domain for the principal using the specified ending, i.e. the specified top level Domain, according to the technical possibility and availability. The principal respects, beside general terms and conditions stated here, the terms of the respective registrar and registry. easyname will choose the respective registration partner (registry - registrar) at it's own discretion and can always change it on behalf of the principal, if applicable.

10.1.   Domain rescission

It is not possible to withdraw a domaincontract within the first 14 days after the purchase as defined per § 5f KSchG because a domain is made to specification and is not reusable for easyname.

10.2.   Special regulations for .com, .net, .org, .info, .biz and .name Domains

The customer accepts the regulations of ICANN as well as the regulations and registration and assignment terms of the organisation that is authorised to assign the respective Domain, especially if disagreement arises about the violation of trademark, name or other property rights. The transfer of a Domain to an other registry is excluded within the first 60 (sixty) days after first-time registration.

10.3.   Special regulations for .de Domains

In addition to these terms and conditions the terms and regulations for registration and the direct price liste of DENIC apply. If the customer also acts as subprovider or reseller he also assures that he will provide the terms and regulations for registration and the direct price liste of DENIC to his own customers. He will point out that the registration of a Domain is a seperate contract between the customer and DENIC eG for which the direct price list of DENIC only applies as an exception, for reasons of ensuring an enduring ownership of the Domain , if the respective internet service provider does not fulfill his obligation for payment towards DENIC eG.

10.4.   Special regulations for .at Domains

easyname is a registry of .at Domains approved by the central registry for .at Domains, nic.at Internet Verwaltungs- Betriebsgesellschaft m.b.H. (short: nic.at) that is listet on the official website of nic.at. .at Domains are assigned by the registry nic.at. The contractual relationship for setting up and maintenance of a Domain is a direct contract between the customer and nic.at. easyname only acts as an intermediary. Therefore, the terms and conditions of nic.at apply for Domains (available on www.nic.at).

The customer takes notice of the fact that the contract between himself and nic.at does not expire automatically at time of termination of the contract between the customer and easyname. The customer must cancel the contract with nic.at himself. easyname acts as an registry in regard to the

Domains maintained by nic.at for the period of the contract (unless stated otherwise). The mediation guidlines of nic.at apply for legal struggles regarding the rights of ownership of .at Domains.

easyname reserves the right, according to the registry contract with nic.at, to recline the role of invoice recipient and maintainer of the Domain via the transaction "Billwithdraw" and hence to absolve itself from future payments regarding the Domain, if notice of cancellation or continuation of the Domain was not given in time.

11.   Modification of the General Terms and Conditions and of Fees

The principal will be notified of modifications to the general terms and contditions or remuneration in written form (via email). The modifications are considered as accepted if the principal does not objects in written form (via email) within 30 days after the notice was sent. In case of rescission from the contract, services or parts thereof provided by easyname must be paid for and accounted as contracted, irrespective of claims for damages of easyname. This also applies for services or deliveries that were not incurred by the customer and for preliminary preparations done by easyname.

12.   Miscellaneous regulations

The customer must inform easyname of a modification of his address without delay. Documents are considered as delivered if they were sent to the last known address of the customer.

easyname reserves the right to sublet or use advertisement space for its own purposes in products or extensions to existing products that are marked as "free of charge" or "gratis".

13.   Severability clause

If one or several regulations of this contract is entirely or partly legally inoperative then all other regulations remain valid. A new regulation that bears the greatest possible resemblance to the content of the invalid one and the purpose of the intended regulation retroactively takes the place of an invalid regulation.

14.   Jurisdiction

The jurisdiction for all legal disputes fall under the jurisdiction of Vienna (Austria), except for lawsuits against customers in terms of the consumer protection law who have their habitual residence inland or are employed inland. This agreement shall be governed by Austrian law.

15.   Privacy Policy

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. In case of activation of the IP anonymization, Google will truncate/anonymize the last octet of the IP address for Member States of the European Union as well as for other parties to the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is sent to and shortened by Google servers in the USA. On behalf of the website provider Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage to the website provider. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do this, you may not be able to use the full functionality of this website. Furthermore you can prevent Google's collection and use of data (cookies and IP address) by downloading and installing the browser plug-in available under this link.

Further information concerning the terms and conditions of use and data privacy can be found at www.google.com/analytics/terms/gb.html or at www.google.de/intl/en_uk/policies/. Please note that on this website, Google Analytics code is supplemented by „ga('set', 'anonymizeIp', true);" to ensure an anonymized collection of IP addresses (so called IP-masking).

15.1.   Retargeting

We also make use Google Analytics to analyze data from AdWords and the Double-Click-Cookie. You can opt out by deactivating interest-based ads in the Ad Settings in your Google Account.