

# Web Email Hosting Agreement

## 1. General Provisions

1. The delivery and the provision of hosting services by ROUTEDGE is based on the general terms and conditions of ROUTEDGE WLL and these terms of use.
2. The customer explicitly consents to the immediate initiation of the implementation of the service in question by ROUTEDGE accepting the order.
3. As far as the hosting services of ROUTEDGE are through leased servers of our data center partners in US and UK through contracts.
4. Provided that hosting services are provided through a third party data center by customer, the customer remains the sole party to the contract with ROUTEDGE and is responsible for the use of the service and the compliance with these terms of use.

## 2. Obligations of ROUTEDGE WLL

1. The specific service obligations result from the description of the service on the websites of ROUTEDGE. ROUTEDGE is entitled to extend the range of the service at any time as well as to undertake improvements or adaptations to technical developments.
2. In the provision of additional services free of charge the customer has no claim to such continued provision of that delivery in the future. ROUTEDGE is entitled to terminate such free of charge services after a reasonable announcement period as well as change the parameters of such services or introduce a fee.
3. The servers of ROUTEDGE are usually available 24/7 during 52 weeks of the year with an uptime of 99.9%. Outages due to previously announced maintenance work shall not be affected.
4. ROUTEDGE provides direct technical support within their business hours and the framework of the agreed terms, and - in the event such an agreement has been made – under a service level agreement. Technical support for third parties, such as customer of the customer, is not provided.



3. Similarly, the offering of viruses, of content that glorifies violence that incites people, racist or right wing extremist content, incitements towards criminal activity as well as content directed at debasing the human dignity of others (Hatepages) is prohibited.
4. The use of the service for actions which violate legal prohibitions, offend the good morals or third party rights is prohibited and the customer has to refrain from taking such actions. This includes the unauthorized infiltration into third party computers or computer systems, port scanning, the distribution of malware, the forgery or encryption of IP addresses or email senders, provision of anonymization services, the sending of unsolicited commercial emails to third parties ( "Spamming" ) and both the execution and participation in attacks against third parties ( DOS, DDOS, Mail-Bombing ).
5. It is prohibited to use the web space or servers mainly or exclusively as download server, P2P-Client or P2P-Host. The customer agrees not to operate any chat services on the servers provided by ROUTEDGE without explicit written approval.
6. When offering pornographic and/or erotic content and commercial services which involve pornographic and/or erotic content ( e.g. nude pictures, peepshows etc. ) the customer agrees to comply with the legal requirements and the directives of national and international.
7. The customer is obligated to configure his online presence appropriately in order to avoid use of the systems of ROUTEDGE which either substantially exceeds the average expected amount of usage or which compromises the use of the service by other customers, e.g. by use of techniques such as CGI/PHP scripts that require a lot of computational power, require main memory above average or cause extensive traffic.
8. Furthermore the customer shall comply with the obligation to keep the scripts and software solutions running on the servers updated at all times and to close security gaps if possible.
9. ROUTEDGE is authorized to deactivate or block the hosting services partly or completely for the customer's or third parties access at any time and instantly without prior warning upon detection of potential breaches of law or illegal content. In the event of a third party putting forward plausible claims against ROUTEDGE based on actual or asserted violations of rights, the same applies. The customer hereby declares his agreement concerning this matter. ROUTEDGE will inform the customer immediately about any such sanction by stating the relevant reasons. As far as possible the deactivation will be limited to the (allegedly) infringing content and will be repealed as soon as the customer proves the legitimacy of the content in question. Furthermore, the access to a hosting service can be blocked temporarily if the customer commits a serious breach of the law by the hosted content or fails to react upon a request to remove the content in question.



## 6. Availability and disclaimer of liability

1. ROUTEDGE do not backup or archive any old emails, backup is available only for an emergency failure of Hard Disk. It is the responsibility of the customer to download emails using MS-OUTLOOK or similar applications.
2. In case customer decided to migrate to another hosting period after clearing all dues (if any) to ROUTEDGE, we can provide a backup copy of website and database files. Emails backup in case of migration is customer's responsibility using MS-OUTLOOK or similar applications.
3. ROUTEDGE is not able to guarantee that its services are continuously available free from error. This being the case, ROUTEDGE excludes all liability for data loss, canceled data transfers, disruptions caused by the general structure of the internet, strikes, hacker attacks or any other problems due to technical malfunctions, circumstances beyond its control or the fault of third parties. The same applies for outages due to previously announced maintenance work.
4. The liability for the availability of the service connection or the transmission paths of the internet not being situated within the frame of ROUTEDGE's or their agent's responsibility is excluded. The same applies for any service interruptions which do not exceed 2 % of the average annual service time.
5. ROUTEDGE does not take responsibility for content hosted on its servers. The customer is responsible for securing his own data hosted on ROUTEDGE's servers, storing backups and installing them again on his own and on his own expenses in the event of a data loss.
6. The customer is obligated to report disruptions, defects and interferences immediately in order that ROUTEDGE may remove them promptly.
7. ROUTEDGE is not obligated to review the online presences for potential legal violations. Pursuant to the customer's uploaded contents are considered third party content.