

General Conditions

1.

Contracting parties

1. User of these GC is IT NetContent Cyprus, Villa Koutsini, 8722 Pano Akourdaleia, Cyprus, in the following "ITCY" called.
2. The offer of ITCY on these website directs to final consumers and/or resellers, in the following "customer" called.
3. We only accept natural persons during the customer registration, whose liability is not limited. As addressee and/or invoice recipient a company name can be added in the user account.

2.

Applicable Law, Revocation

1. These GC are valid for all contracts between ITCY and it's customers. All goods and services are exclusively based on these GC and the information at the website of the company. These GC are also valid for all future business relations of the parties. The statutory regulations of Cyprus Law are mandatory valid except of UN sale rights.
2. ITCY does not acknowledge the GC of the customer as far as these GC are different partly or in total from the here available. That is only valid if and as far as ITCY has agreed particularly and in written form. Such an agreement can not in particular derivate from performing actions.
3. Individual appointments are only valid as far as they are laid down in written form. Verbal special agreements do not exist. Alterations or complements require written form or of digital signature according signature law - as far as it does not involves alterations of these GC according no. 2 part 7. It is also valid for the alteration of the formal requirement. The dispatch of information to ITCY via email suffices the written form only it is explicitly permitted by these GC.
4. These GC as well as all alterations are permanently available online in the internet on the ITCY pages at www.4reg.net. Herewith the customer is explicitly asked to read, save and print out these GC. The information about alterations on this site are agreed as sufficient publication.
5. According legal regulations of distance selling acts the customer has no right to revoke or return as far as products or services has been customized or individually adapted. Such an individually adapted service is in particular the registration of domain names according to customer information. The customer explicitly agrees to the immediate start of execution of services by ITCY (see 3.5).
6. The customer has the right to revoke within 14 days all with ITCY contracted services and performances which do not meet no.2.5 and therefore do not represent any individual adapted service. The period of revocation begins with the day of the order at ITCY. The revocation needs to be in written form which is kept also by using fax. In case of an effective revocation, services

received by both sides are to be reimbursed and possibly used services returned. Should you not be able to fully reimburse the services, or should you only be able to partly reimburse the services or only in a worsened state, you may have to pay compensation.

The revocation is to be sent by regular mail or telefax to:

IT-NetContent Cyprus
Villa Koutsini
8722 Pano Akourdaleia
Cyprus

Fax: 00357 26 923 407

The period (14 days) begins with reception of this notice, respectively with the dispatch of the reception of confirmation of the assignment to the email address specified during the order processing. The reception confirmation also includes the notice.

7. Alterations of the GC - except of charges and contents of services - can be made by ITCY at any time so far these be necessary due to changed conditions (e.g. alterations of law or jurisdiction) and if these is not unreasonable of the customer. ITCY will inform the customer about these alterations in written or electronically form (usually in form of a revised version of these GC) unless the outlays are not in reasonable. If that's the case the customer is entitled to contradict the changes within 14 days. A contradiction is seen as cancellation of contract for the next possible date. If the customer does not contradict, the changes are considered as accepted.

3.

Completion Of A Contract

1. The information about services and prices of ITCY at all websites and advertisements of ITCY are without obligation and without engagement especially within the scope of ordering.
2. A contract with ITCY is strictly valid until explicit acceptance by ITCY.
3. As a rule the customer receives an electronically confirmation for each order.
4. The customer has to check the ITCY confirmation for errors in writing and calculation as well as for deviations between order and confirmation. The customer is committed to inform ITCY immediately about such differences by using the therefore provided facilities otherwise the customer is articulated at ITCY's option and has to carry the resulting expenditures in particular for the back completion.
5. The customer explicitly agrees with each online purchase of individually adapted services to the immediate start of execution of the services by ITCY.
6. The final contract for the transfer of a (domain) registration request of the customer to the competent registry still stands under the reservation of real possible application for permit of a respective domain with the competent registry just at the time of transmission by ITCY. If such a application of permit can not be executed in the pre mentioned time, ITCY becomes free from any obligation.
7. As far as the registration of a domain is subject of the contract only the application of permit at the actual registry is owed. It may happen that the applied domain will not be accepted by the particular registry; that is at the customers risk. Apart from that ITCY is not committed to check the

availability of domain or compliance with the regulation of the particular registry; It is incumbent upon the customer in his own self-interest to check the compliance with the regulation of the particular registry and to check the availability of a domain, if (and if necessary how).

8. As far as domains are subject of contract, ITCY cannot take any responsibility of delays of registrations which from the area of responsibility of the customer or originates to the registry.

9. The customer guarantees that the domain he applies does not violates any rights of third-parties. ITCY, it's employees and assistants, the particular organisation for registry of domains as well as other persons involved with the registration are exempted from third-parties claims for compensation and any expenditures which are based on illegal usage of an internet domain by the customer or with approval of the customer.

4.

Service Delivery, Copyrights

1. As far as ITCY delivers services free of charge they can be ceased at any time without advance notice or can be made fee required. As far as ITCY puts services or performances actual free of charge at disposal, the customer has no claim on its fulfilment.

2. The ITCY basically guarantees the accessibility of its internet-websites for 7 days a week and 52 weeks a year and thereby in total about 97 % in the annual average. Excepted form this figure are all periods wherein particular or all web servers can not be accessed via internet due to technical or other problems which are out of ITCYs reach - in particular in case of force majeure, behaviour of third-parties, etc.. In the same way periods of announced maintenance works in reasonable scale are excepted.

3. ITCY is only committed to process the customers data as far as they correspond to the requirements which result from the performance specification or the contract. There is no textual and legal examination by ITCY; therefore the customer is self responsible. All data media of any kind which will be transmitted to ITCY become property of ITCY.

4. At different tariffs the ITCY concedes a limited simple right of use at provided own and external software, programs or scripts which depends on the runtime of the particular contract. It is not permitted to allow the right of use to third-parties. In particular a disposal is not allowed. The customer has to delete all copies of conceded software immediately after termination of contract and not to use anymore.

5.

Responsibility Of Customer

1. The obligations to perform of the customer at first arises from the concluded contract. Furthermore the following duties are at the customers responsibility:

The customer ist committed not to use the access to internet law-abusively. In particular for skilled usage he is committed

- not to insert contents into the internet which violate legal regulations and/or trade mark rights of third-parties or against good morals
- to omit an excessive load of the nets by unaimed or inappropriate spread of data, in particular not to dispatch email with advertising contents without permit of the receiver (interdiction of mail spamming)

- to take account of precepts of data protection and to follow them (e.g. keep access codes and passwords secret and protect them against usage by unauthorized third-parties) and to take countermeasures against computer viruses in particular of their spread
- to guarantee that his scripts and programs located on ITCY servers are free from errors which may interfere the delivery of services by ITCY
- to inform ITCY immediately about identifiable defects or damages according no. 2.4 clause 2 (failure report) and to take all actions which allow the identification of defects or damages and their causes respectively facilitate and accelerate the malfunction
- to point out to all persons to those he enables the usage of ITCY services in a proper way the observance of the duties and to ensure the compliance with the regulations and governmental constraints as far as they should actual and in future be required for sharing the net

2. The customer assures that all his data are correct and complete. In particular he is responsible that all required data for domain registration will be correctly and completely transmitted and that they are true and comply with the actual valid regulations of the registries. With KK requests the customer is committed to submit a statement of agreement of the domain owner before starting of KK. He commits itself to inform ITCY immediately in each case about changes of the advised data. On request of ITCY he commits itself to confirm the current correctness of the advised data. Appropriate applies with server achievements: The customer is committed to transmit correct, complete and true data records; furthermore the administration of web space is the customers business.

3. Only the customer is responsible that the names of addresses he has chosen (domain names and email addresses) are available and are not contrary against legal regulations, the rights of third-parties or the good customs.

4. Furthermore the customer is responsible that the in the scale of this contract into the net imported data do not violate the rights of third-parties.

At server services/webhosting services the customer is alone responsible for contents/information of his server/webpace. Same applies for data security/data protection of data he imported. With the registration of domains he is committed to comply the conditions respectively other guidelines of the registries.

If the customer acts as reseller of a domain he is responsible over ITCY to pipe these restrictions (e.g. from DENIC registration conditions) to his clients. Furthermore the client accepts the guidelines of ICANN, in particular in case of disputes about the domain because of violation of trade marks, names and other protection rights (Uniform-Domain-Name-Dispute-Resolution-Policy).

5. It is incumbent upon the customer to provide all necessary functioning technical infrastructure (e.g. hardware, software with TCP/IP protocol, browser, modem, telecommunication connections, etc.) which is required for the usage of ITCY services. The client has also to manage the services/performances supplied by ITCY.

6. The customer verifies within the realms of his possibility the proper delivery of services by ITCY; at the application for registration of domains he ensures the technical conditions for connection of the domain, verifies immediately the orderly registration and immediately after registration the reliability performance of internet access and at .de domains the under <http://www.denic.de/servlet/whois> published information and tells ITCY at once all recognizable errors and malfunctions. Corresponding is valid at other domains (e.g. respectively to published whois-information of other registries).

6.

Particular Obligations Of The Customer

1. The customer has to keep secret all passwords and access codes and/or other personal code words, he received from ITCY to access their services and to protect them against access of third-parties. All explanations given by use of such access code are seen as given by the customer. Therefore the customer carries the risk of an unauthorized use of passwords. He has to inform ITCY as soon as he finds out that unauthorized third-parties came to known of access codes or personal code words. Furthermore the customer has to change the password if he got to suppose that a third-party could know it. Apart from that the personal password has to be changed for safety reasons from time to time. If the personal password was repeated entered wrongly ITCY can prevent the access to the net. This also applies with justified suspicion that access codes of a customer are used by unauthorized third. ITCY will inform the customer as far as possible if an access lock was imposed.
2. In addition the customer is referred to his obligation of professional backup in the net; - particularly in case of commercial usage - as a basic principle to execute a backup of data every day after change of data by himself or by his assistants. Data on ITCY servers must not be saved on them for backup. In particular before installation of software the customer has to execute a complete data backup. This is also valid before every start of works by ITCY. According to possibility ITCY will inform the customer about that in time.
3. After considerable violation against these obligations (e.g. against prohibition of mail spamming) ITCY has the right to cancel at once partly or in total and temporarily the access of services which are provided by ITCY and at disposal, respectively if subject matter of the contract is disposal of a virtual/dedicated server and/or server-housing to take away temporarily the server from the net.
4. In case of considerable violation of obligations ITCY is entitled to cancel the contract without notice. On behalf of the consequences of liability ITCY reserves the right to lock permanently websites with offending and discriminating or in any way legal questionable contents at the expense of the customer/to return the domain to the corresponding registry. If necessary ITCY reserves the right as far as subject matter of the contract is disposal of a virtual/dedicated server and/or server-housing to take away permanently the server from the net. Before taking one of such measures mentioned before ITCY will point out the customer to his violation against his obligations and set a fair limited period of time for their removal. If it is not reasonable to ITCY because of the gravity of violation of obligations to set such a limitation of time, ITCY may take the respective measure with immediate effect and will inform the customer without delay.

An according information of the customer follows too, as far as the closure of an internet website occurs due to authorities order over ITCY.

5. If the customer is responsible for a breach of duty according to the valid GC of ITCY he is committed to pay compensation to ITCY caused by the breach of duty. The customer exempts ITCY from all claims of third-parties which are based on such breach of duty.

7.

Internet Presence/Usage Of Domain

1. Optional ITCY offers storage space for internet presences (so called Web Space) of the customer. Same is valid according to storage space for email addresses (s.c. pop3-accounts). For the contents

of domains to those ITCY provides storage space the items 7.2 up to 7.9 are valid in the same way.

2. ITCY is not committed to verify or to observe the forwarding by the customer or his client enabled forwarding of the domain administered by the client to an internet presence itself and/or the contents at that internet presence and all other targets of forwarding (e.g. by s.c. follow-up links) for violation of legal regulations and/or good morals and/or rights of third-parties. Same is valid for any other possibility of usage of domain names, in particular but not excluding in the scope of email services.

3. As far as the customer uses the opportunity of forwarding his domain, which he administers, to an internet presence or he enable that to his clients so it happens on his own risk. The customer guarantees that neither the forwarding itself nor the contents there and on all further targets of forwarding (e.g. by forwarding s.c. "links") violate existing legal regulations, rights of third-parties or good morals. In particular the customer guarantees the forwarding to targets with National Socialist and/or strange-hostile contents. In case of erotic offers the customer is committed to the compliance with the legal regulation especially in addition to the compliance of regulations by www.jugendschutz.net.

4. As far as the customer enable other usages of domain names item 7.3 is valid accordingly. Concerning this the customer guarantees separately but not concluding that the usage of the respective domain does not violate neither existing legal regulations nor rights of third-parties nor good customs. In particular but not concluding on behalf of the misuse within the scope of email services and here in particular but not concluding on behalf of the misuse within the scope of dispatching forbidden spam.

5. For each case of violation of guarantees accepted in items 7.3 and 7.4 the customer promises with exclusion of assumption of follow-up connection the payment of contractual penalty about 5.200,- (in words: EURO fivethousandtwohundred).

6. As far as .de-domains are subject of the contract: In addition to these GC are valid the DENIC conditions of registration, the DENIC regulations of registration, the DENIC direct price list (to be found on [Policies of the registries](#)). The domain registration is a particular contract between the client and the DENIC eG. As far as the customer acts as sub-provider/reseller he assures to put on his part the DENIC conditions of registration, the DENIC regulations of registration and the DENIC direct price list at clients disposal. He intimates that domain registration is a particular contract between client and DENIC eG to which due to durable securing reasons of domain ownership the DENIC direct price list is only valid in case of non-fulfilment of payment obligations against DENIC eG by the service provider.

7. As far as at registration of domains com-, net-, org-domains or other top level domains (e.g.. info, .biz, .name etc.) are subject of contract the customer accepts the regulations of ICANN and if necessary the guidelines and conditions for registration and tendering of the authority (registry) which is entitled to place the according domain ([Policies of the registries](#)), in particular in case of differences about the domain because of violation of trade-, name and other protection rights. He is pointed out to the Uniform-Domain-Name-Dispute-Resolution-Policy (UDRP) [Policies of the registries](#)). According is valid to the registration of other domains (e.g. .at-, .ch-, .it-, .dk-, .co.uk-domains etc.).

8. The customer may not violate by the internet presence, the banners displayed there and the name of his email address against the legal regulations, good morals and rights of third-parts (trademarks, name rights and copyrights, data protections rights). In particular the customer is committed not to offer or to let offer adult contents or services for making of profits. If the customer integrates his internet presence into search engines he may not use keywords which violate legal regulations, good

morals and rights of their parties. In case of violation against above listed obligations the customer promises ITCY with exclusion of assumption of follow-up connection the payment of contractual penalty about 5.200,- (in words: EURO fivethousandtwohundred).

9. If third-parties assert claims over ITCY because of real or assumptive violation of rights according item 5.3, 7.3 or 7.8, ITCY is entitled to put the domain immediately under control of the registry authority and to lock the presences of the customer.

8.

Conditions Of Payment And Maturity

1. ITCY accepts only the conditions of payment agreed by contract. The regular invoice takes place by email. Against surcharge the invoice can be requested also by fax or letter post. Furthermore all invoices will be saved for 5 years at the homepage of ITCY (www.4reg.net) in the management system of the customer below item "User Account / Status & Accounting".
2. All fee required services are subject to according fixed account periods, which basically lasts of particular contract conditions and/or particularized service specifications.
3. Each following account period becomes valid if the contract was not cancelled in compliance with the period indicated in the respective service specification until the end of the contract period (see 10.4).
4. The charges for services are payable with the start of the first account period as far as the performance specification of ITCY does not results in something else. In case of first-time agency of filing an application for placing a domain the respective charge is payable at the date of real placement by the registry (=first date of registry). Also with this date the first account period starts. If a domain, which cannot be registered in live mode and/or if individual achievements of the ITCY are necessary, is not registered (for any reason), then a handling charge results for the service. This varied depending upon TLD in dependence of the conditions of the TLD Registrars and amounts to at least 5.00 EUR, maximally the height of a yearly registration fee.
5. The maturity of charges for a valid follow-up period according to item 8.3 occurs immediately after end of the cancellation period.
6. Further maturity according item 8.5 does not occurs as far as until this time the contract has not become operative cancelled because of extraordinary important reason by the customer or by ITCY according item 10.5.
7. With notice of cancellation, the charges for domain registration or maintenance can not be paid back or spreading calculated not proportional either.
8. If the customer defaults in payments at time of maturity or if a debit note or a accounting by credit cards done by ITCY gets cancelled whatever (chargeback), ITCY is entitled without any further announcement to hold back their performances and in particular to release domain names which wait for prolongation, that means to remove them. Herewith all rights of the customer from the registration of the domain expire. The contracted charge stays owed herewith and hereafter.
9. If the delay of payment persists and the customer does not follow its payment obligation in spite of payment reminder, this represents a breach of contract of the customer, which ITCY allows to cancel all current contracts without further notice. If the termination without notice takes place by ITCY, all domains of the customer are given back to the registry, respectively deleted and all services of ITCY are stopped immediately. It doesn't matter, whether individual domains were already paid by the customer for a period going beyond the date of termination.

10. All payments serve as security for the total receivables and are booked on the oldest invoice, deviating regulations of the customer are inadmissible, respectively ineffectively. Discounts are void, if not all other due invoices are settled at the latest with payment due date of the discount-favoured invoice amount. If the payment exceeds the total claim, the exceeding amount is credited to the 4reg.net customer account.

11. Assets, which exist after notice of all contracts and receipt in full of all demands, are returned to the customer on a bank account designated by him. Possibly resulting bank charges are debited to the customer.

9.

Delay In Payment

1. The customer falls behind with commitment of compensation if he does not pay after reminder from ITCY which occurs after coming up of maturity of purchase price.
2. Without reference to that the customer falls behind with commitment of compensation, if he does not pay according to a contracted calendar of payments.
3. As soon as the customer has fallen behind, ITCY is entitled for charging of interest for late payment about 5% resp. 8% (entrepreneur) upon base rate of European Central Bank as far as no more lesser damage has been proved.
4. Furthermore ITCY is entitled to charge a processing fee about EUR 3.00 (excl. VAT) for each qualified reminder and a processing fee about EUR 15.00 (excl. VAT) for each not cashed debit note and/or credit card chargeback, unless a more lesser damage has been proved. The costs for bank transactions, in particular the dues for charge back to ITCY will be added to that.

10.

Period Of Contracts, Termination Of Contracts And Execution Of Services

1. Contracts about services - in particular such for the application and maintenance of domains - are extended automatically by the period (registration period with domains) preselected by the customer, if no notice is present - unless in particular something else results from separate contracted regulations and/or performance specifications.
2. All free of charge services are terminable at any time, without reasons and without keeping a term. In such cases ITCY will quit yet without important reason only with keeping a week.
3. The particular separate concluded contract for a registered domain name is terminable by the customer at any time also without important reason and without keeping of terms, maybe to move a hosted domain name to another owner and/or provider. In case of such regular but without notice termination the claim of charge for registration, application and maintenance by ITCY remains completely valid for the contracted period of accounting. A payback of already executed payments does not happens - nor proportional. A payback of already executed payments for an already valid follow-up period does not happens - nor proportional. Furthermore the customer remains responsible in the full extent for payments which have become mature or will become mature. Herewith also in particular the extraordinary expenditure for processing of such a termination is satisfied, which results from the usual advance obligations by ITCY opposite to the registries and other service providers.
4. If the customer cancels within the agreed period according to the service specification up to the end of the accounting period he avoids the obliging coming into force of the follow-up accounting

period.

5. ITCY is entitled for a termination of contract without important reason. With keeping a term of 2 weeks and refunding the payment for the complete particular registration and the for the maintenance of a running period and with waiver of payments for possibly already valid charges. Otherwise ITCY is entitled to cancel a contract without important reason only with keeping a term of 2 weeks up to the end of a particular accounting period.

6. The right of extraordinary termination of contract - if required also without keeping a term - remains untouched. As important reason is to be seen in particular: lasting and coarse violation of contractual obligations, juridical - also by arbitral court according UDRP or any other arbitration process involved here - violation of domain name against rights of third-parties and/or regulations about penal provisions or spot fine or any other juridical regulation.

7. As far as ITCY effectively and extraordinary cancels the contract due to important reason all the rights from the registration of the customer will expire and ITCY is in particular entitled to release the domain immediately.

8. In any other case of regular contract termination ITCY is entitled to release the domain unless the customer puts the domain into the maintenance of another provider at the latest 1 week before end of contract. At the latest after expiry of the a.m. period all rights from the registration of the customer expire.

9. Untouched by that remains the according 6.4 or 8.8 in particular existing right of ITCY for a release. In such cases as well as the customer explicitly orders a release all rights of the customer from the registration expire by the release.

10. Each termination by the customer requires the written form for its effectuality which also remarked by a telefax. A simple email is insufficient - also after a possible particular change of law. In particular this is valid for cancellation of domains to NOW (s.c. close applications). Only cancellations at the regular end of domain registrations and Web Spaces, which can be made via password protected access to the customers management system at the ITCY website (www.4reg.net) constitute an exception from the required written form. Close applications have to be send in any way separately by letter post or fax before an immediate execution by ITCY happens, otherwise a close application online via ITCY website is seen as termination at the end of a regular period.

11. Claims for compensation on the occasion of contract termination are excluded.

11.

Liability Of ITCY

1. ITCY is liable for damages only if ITCY or one of their assistants has violated an essential contract obligation (cardinal obligation) in an the intention of the contract endangering way or the damage was caused by gross negligence or with intent by ITCY or one of their assistants. If a culpable violation of a essential contract obligation does not occurs by gross negligence or with intent, the liability of ITCY is limited on such typical damages which were foreseeable in a reasonable way at the time of completion of contract.

2. The liability of ITCY due to assured qualities, harms to persons as well as stringent legal regulations remains untouched.

3. In case of chargeable services the liability at light negligence is limited up to the amount of payment by the customer for the particular service resp. service period.

4. In case free of charge services the liability at light negligence is limited up to the maximum amount of EUR 200.00 in particular case and up to EUR 1,000.00 in total.
5. In case of unauthorized access to servers and data bases the liability of ITCY is basically limited on intent and gross negligence.
6. For assistants, which are neither legal representatives nor executives of ITCY, ITCY is only liable in case of violation of cardinal obligations.
7. ITCY does not takes any liability for links to that ITCY refer directly or indirectly. Because ITCY cannot influence the content of pages which can be reached by such links, ITCY is not responsible for them.

12.

Compensation, Lien

1. The right of compensation against claims of ITCY is the customers right only if and as far as opposite claims of the customer were noticed as legally valid or recognized in written form by ITCY and the other legal requirements were satisfied.
2. The customer is only entitled for lien when and as far as the according claims against ITCY are based on the same contractual relationship with ITCY.

13.

Court Of Jurisdiction

1. Exclusive court of jurisdiction for all disputes associated with this contractual relationship is Cyprus, if the customer is businessman, legal entity of public right, public trust special fund or without court of jurisdiction inside the state. However ITCY is entitled to sue the customer at his common court of jurisdiction.
2. In case of judicial dispute the address of citation is: IT-NetContent Cyprus, Villa Koutsini, 8722 Pano Akourdaleia, Cyprus.
3. Place of performance is location of ITCY.

14.

Data Protection, Data Security

1. Herewith the customer is instructed, that his data in the scope of this contractual relationship will be stored, processed and passed on to third-parties.
2. Data protection will be respected by ITCY, in particular data will not be transmitted to unauthorized third-parties outside of ITCY.
3. In particular not unauthorized is the transmission of customers data for contract execution and accounting to by ITCY separate instructed companies (registries) outside of ITCY.
4. Inside of ITCY the data may be used for marketing intentions - in particular for saving, processing and internal transmission. ITCY processes and uses the ascertained master file in particular for the consulting of its customers, for advertising and for market research for own intentions and for meeting the demands design of its performances.
5. Herewith the customer declares his approval that ITCY will send emails for information and market research in reasonable scale. For distinction of such emails these will be suitably signed in the subject line.

6. In particular the customer is pointed out to the legal regulations for data protection. ITCY refers to the storage of personal data (e.g. name, address) in the scope of contract execution, in particular at the registration of domains. For the purpose of contract execution these data can be transmitted to third-parties and published in common scale for identification of the domains owner (including possible public inquiry in s.c. whois-data banks). If the customer acts as reseller he should transmit data, which are not mandatory required for domain registration, to third-parties only with permit of his client (e.g. for publishing of these data in whois-data banks). Furthermore information will only be made available to third-parties in a technical required scale as far as that is included in international accepted technical standards and the customer does not contradicts.

7. ITCY points out to the customer that the protection of data at data transmission in open networks such as internet can not be guaranteed comprehensively according to the actual state-of-the-art, in particular that possibly - because of the internets structure - data protection will be misused by other persons or institutions, which are not in the area of accountability of ITCY.

8. Preventative ITCY informs the customer that uncoded data transmitted by internet are unsure and can be seen and changed by third-parties; possibly other participants of the internet are technically able to interfere in the network security and control the traffic of messages. Therefore it is dissuaded from uncoded transmission of personal or other data which should be kept secret.

9. Both contracting parties commit themselves on keeping secret open-ended all confidential information they come to known associated with this contractual relationship, in particular such ones, which e.g. will be declared as confidential or according to other circumstances will be seen as business secret or trade secret and - as far as that is not afforded to attain the intention of the contract - either to record nor to transfer nor to use it anyhow.

In particular the area of execution, technical aspects and all other not public information must become handled confidential.

By appropriate contractual understandings with employees and/or other representatives it is ensured that also these - likewise open-ended - omit any transfer or any other unauthorized usage of such confidential information.

The secrecy includes also the prevention of unauthorized access to information. The commitment of secrecy is valid beyond the termination of the contractual relationship.

10. Please note also our [Privacy Policy](#).

15.

Adjustment Of Obscurities, Final Regulations

1. If some intentions of a contract based on these General Conditions or these General Conditions should be ineffective all other General Conditions remain untouched by that. In such case the parties are committed to replace an ineffective by an effective General Condition which meets the economical purpose of the ineffective one most.

2. Changes of contract, additions and additional agreements require the written form for their efficacy, as far as nothing else is defined in these GC. The need of written form is also required for the disclaimer of this formal requirement.

3. In addition to this GC apply our [Acceptable Use Policy](#).

4. In case of any uncertainties which arise due to errors in translation, the German version of these general conditions are the legally binding ones.

January 2008