



GENERAL TERMS AND CONDITIONS OF BUSINESS (GT&Cs)

As of January 26, 2016

SERVER4YOU is a brand of HEG US Inc.

Address SERVER4YOU:
HEG US Inc.
210 North Tucker Blvd
Suite 910
St. Louis MO 63101
United States of America

Contact:
Phone: 1.314.300.9003
Fax: 1.314.255.0247
www.server4you.com

Management:
Sascha Wintz
Catherine Hodges

Local court:
St. Louis, MO

Tax ID:
30-0167598

Important - read carefully before accessing, reading or otherwise using this web site or the services (as defined below). By accessing, reading or otherwise using any portion of our web site or accessing the services you are deemed to have read, understood and agreed to be bound by all of the below terms of use. For purposes of these terms of use, the term "you" shall include customers and any other user of the web site and/or the services.

Except as otherwise provided herein or in a separate agreement governing your use of the services, these terms of use govern your access to and use of the certain services of HEG US Inc., or its affiliate or subsidiary, as applicable ("service provider"), regardless of whether you have formally registered to use the services. In addition to complying with these terms of use, you also agree to abide by any and all applicable local, national, and international laws and regulations. You are hereby granted the right and license to access, download, read, and make hard-copy printouts of this web site for your personal, non-commercial purposes in accordance with the other terms of use set forth herein. Except as otherwise expressly permitted herein, you may not reproduce, distribute, display, modify, publish, transmit, participate in the transfer, sale or license of, create new works from, perform, or in any other way exploit, any portion of this web site or the services, in whole or in part, without the express written consent of service provider.

§ 1. USER CONDUCT.

You may only use the products, systems and services provided by Service Provider (the "Services") in accordance with all applicable laws. Any use of the Services that violates any applicable local, state, federal, or international laws, rules or regulations, including, without limitation, the United State Export Administration Act and its associated regulations, and laws protecting intellectual property rights, including copyright, trademark, trade secret, misappropriation and anti-dilution laws, or third- party website policies (collectively, "Laws"), is strictly prohibited. When using the Services you must at all times comply with Service Provider's Acceptable Use Policy, (the "Policies"). You may not use the Services to: (A) restrict or inhibit any other user from using the Internet; (B) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any Law; (C) post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component; or (D) post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the Services for

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commercial purposes (other than as expressly permitted by the owner, licensor or provider of such information, software, or other material).

§ 2. INDEMNIFICATION.

You agree to indemnify, defend, release and hold harmless Service Provider, its parent, subsidiaries and a liated companies and each of their respective directors, others, employees and agents from and against any and all liability, penalties, losses, damages, costs, causes of action, claims, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, costs incurred in any bankruptcy, insolvency or similar proceedings (collectively, "Claims") directly or indirectly arising from or in connection with your use of the Services including for breach of any of the Policies or breach of these terms of use. The obligations set forth in this Section extend to all Claims associated with your account, including, without limitation, domain name selection and web site content.

§ 3. REFUSAL OR DISCONTINUANCE OF SERVICE.

Service Provider reserves the right to refuse, suspend or discontinue the Services in Service Provider's sole discretion and without liability. Service Provider may deny you access to all or part of the Services without notice, and without liability, if you engage in any conduct or activities that Service Provider, in its sole discretion, believes violates these terms of use, violates any Laws or puts Service Provider at risk of any civil liability. Service Provider shall have no responsibility to notify any third-party providers of services, merchandise or information of such refusal, suspension or discontinuance, nor shall it have any responsibility for any consequences resulting from such refusal, suspension or discontinuance or lack of notification.

§ 4. NO WARRANTIES.

The services are provided on an „as is“ and „as available“ basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by service provider or its agents or employees shall create a warranty. Service provider provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible through the services is free from viruses or other harmful components. You understand that by placing information on Service Provider's servers that such information becomes available to all Internet users and that Service Provider has no way of limiting or restricting access to such information or protecting such information from copyright

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infringement. You assume total responsibility and risk for your use of Service Provider's servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Service Provider or on the Internet generally.

§ 5. LIMITATION OF LIABILITY.

Under no circumstances shall service provider be liable for any direct, indirect, special, punitive, or consequential damages of any kind, however caused, and regardless of the theory of liability, arising out of your use of or inability to use the services, or for third parties' use of the services to access your webspace or to access the internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. In no event shall service provider's liability to you, whether in contract, tort (including negligence) or otherwise, exceed the fees paid by you for the services in the twelve (12) month period preceding the event giving rise to such liability. If you are dissatisfied with the services, your sole and exclusive remedy is to discontinue using the services by terminating these terms of use pursuant to section 6 below.

§ 6. TERM AND TERMINATION.

Provided Service Provider receives payment for the Services in accordance with Section 13 of these terms of use, these terms of use shall be effective until they are terminated by either you or Service Provider. In addition to, and without limitation of, any other termination rights granted hereunder, either party may terminate these terms of use for its convenience upon thirty (30) days' written notice.

§ 7. ECPA NOTICE.

You acknowledge and agree that Service Provider is configured such that your electronic communications are readily accessible to the general public for purposes of the Electronic Communications Privacy Act or any other privacy law, and no expectation of privacy is ordered.

§ 8. IDENTIFICATION INFORMATION.

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You hereby represent and warrant that you, as the person legally responsible for use of this account, either individually or on behalf of your company, as applicable, are at least 18 years of age. You agree to supply Service Provider with a current and truthful name, postal address and telephone number for our records, and acknowledge that you have a continued obligation to keep this information current. You further represent and warrant that you are an authorized user of any credit card that you supply to us and acknowledge and agree that Service Provider has an obligation to fully investigate any possible fraudulent credit card use.

§ 9. NO INTERFERENCE WITH OPERATING OF SERVICES.

You agree not to maliciously or intentionally interfere with the proper operation of the Services, including, without limitation, defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service to which you connect. You agree to adhere to system policies as published online by Service Provider, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at Service Provider. You agree to abide by any and all future Service Provider policy decisions.

§ 10. SECURITY.

You acknowledge and agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify Service Provider immediately in writing by registered mail, with return receipt, to HEG US Inc., 210 North Tucker Blvd. STE 910, St. Louis, MO 63101. You shall be held fully responsible for any misuse or compromise of your account for which Service Provider is not properly notified. You agree not to provide or share access to your account to any third party, and that you are responsible for any use of your account by any party to whom such access has been provided. You agree that certain features of your account (e.g., FrontPage webs, additional FTP logins) that may be used to provide shared access to your account are not to be used to resell services to third parties, and that you are responsible for the actions of any party that utilizes those features. You agree that if any security violations are believed to have occurred in connection with your account, Service Provider has the right to immediately suspend access to the account pending an investigation and resolution, pursuant to its rights under Section 3 of these terms of use. You acknowledge and agree that Service Provider may or may not provide you with notice of its access to and distribution of your information and/or data or other information

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to a government authority in the course of a government or legal investigation. You also consent to and agree that Service Provider has the right to cooperate in any governmental or legal investigation, conducted by or on behalf of the United States federal government or agency or sub-entity thereof, or by or on behalf of any one or more states of the United States of America or agency or sub-entity thereof, regarding any aspect of the Services. Such cooperation may include, but is not limited to, the provision of your billing or personal data, as well as any data or other information contained on the server provided to you as part of the Services.

§ 11. BACKUP OF DATA.

Your use of the Services is at your sole risk. Service Provider is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backups of files and data stored on Service Provider servers.

§ 12. TRANSMITTAL OF MATERIALS.

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of the Services for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as „spamming,“ is strictly prohibited. If Service Provider believes you are in violation of this Section 12, Service Provider may immediately suspend the Services or terminate these terms of use immediately and without notification, and you will be held fully responsible for any damages to you, Service Provider, or any other party or parties resulting from any such conduct.

§13. PAYMENT.

You agree to supply timely payment, in advance, for the Services received from Service Provider. All setup fees shall be non-refundable once setup has been completed. Until and unless you notify Service Provider of your desire to cancel any or all Services received in accordance with Section 6, those Services will be billed on a recurring basis. If you are paying by credit card, prepayments will be billed and charged automatically, and Service Provider may apply the amount due to the provided credit card at any time.

§ 14. INTELLECTUAL PROPERTY RIGHTS.

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Service Provider respects the intellectual property rights of others and expects you to do the same. You hereby represent and warrant that your use of the Services and all of the content, material, messages, and data transmitted or made available through your use of the Services, does not and will not contain any material that infringes upon any common law or statutory right of any person or entity, including, without limitation, any proprietary, contract, moral, privacy, or publicity right; copyright; patent; trademark; trade secret; or any other third-party right. Further, you hereby represent and warrant that you, your customers and third party users and content providers, as applicable, have all right, title or licenses necessary to provide the content, material, messages and data transmitted or made available through your use of the Services. You acknowledge and agree that as between you and Service Provider, you shall be liable for the acts and omissions of your customers and third party users and content providers.

§ 15. COPYRIGHT.

Service Provider will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to Service Provider. If you, any of your customers, third party users or content providers or any third party copyright owner believes that the Services are being used in a way that facilitates copyright infringement, you, such customer, third party user or content provider or third party copyright owner should provide Service Provider with the following information (a "Takedown Notice"): (A) a physical or electronic signature of the copyright owner or a person authorized to act on behalf of same; (B) identification of the copyrighted work claimed to have been infringed; (C) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Service Provider to locate the material such as, for example, a URL; (D) the contact information, including mailing address, telephone number, and an email address, of the person alleging the infringement; (E) a statement that you, your customer, third party user or content provider or third party copyright owner, as applicable, have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (F) a statement that the information in the notification is accurate, and, under penalty of perjury, that you, your customer, third party user or content provider or third party copyright owner, as applicable, are authorized to act on behalf of the copyright owner. If Service Provider receives a Takedown Notice from a third party copyright owner regarding content attributable to you or to one of your customers, third party users or content providers, Service Provider will promptly provide you with a copy of such Takedown Notice. Upon your receipt of such copy, you shall promptly remove the infringing content and provide Service Provider with written confirmation of such removal. In the event Service Provider receives a Takedown Notice, whether from you, one of your customers, third party users or content providers or from a third party copyright owner,

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Service Provider reserves the right to remove any content from the Services alleged to be infringing and/or immediately suspend or terminate the Services without prior notice and at Service Provider's sole discretion, without liability to you. Service Provider may also terminate the Services if you or one or more of your customers, third party users or content providers are determined by Service Provider to be a repeat infringer. For purposes of these terms of use, a person will be deemed to be a repeat infringer if such person has been notified of infringing activity more than twice within a period of two years and/or has had infringing content removed from your web site more than twice within a period of one year.

The designated copyright agent for notice of alleged copyright infringement appearing through the Services is:

Sascha Wintz
HEG US Inc.
210 North Tucker Blvd., Suite 910
St. Louis, Missouri 63101
dmca@server4you.com

§ 16. ENTIRE AGREEMENT.

These terms of use, including the Policies, represent the complete agreement and understanding between you and Service Provider with respect to Services and supersedes any other written, electronic, or oral communication you may have had with Service Provider or any agent or representative thereof.

§ 17. SEVERABILITY.

If any provision of these terms of use is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

§ 18. GOVERNING LAW; JURISDICTION; VENUE.

These terms of use shall be governed by the applicable laws of Missouri and the United States of America. The Services shall be deemed to have been requested and provided in the city of Saint Louis, state of Missouri, and the court located in the city of Saint Louis, state of Missouri shall have personal jurisdiction over the parties and exclusive subject matter jurisdiction over any and all controversies or claims arising from or relating to these

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terms of use or the Services. Customer agrees to accept service of process related to these terms of use by ordinary mail, postage prepaid, to the most recent address provided by Customer. If Service Provider commences legal action to enforce its rights under these terms of use and prevails in such action, it shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, all fees and costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or similar proceeding.

§ 19. AMENDMENT.

Upon notice published on its web site, Service Provider may modify these terms of use, including pricing modifications, as well as discontinue or change Services ordered.

If you have any questions or concerns you may contact Service Provider by writing to HEG US Inc. 210 North Tucker Blvd. STE 910, St. Louis, MO 63101 or by sending e-mail to s.wintz@server4you.com.

§ 20. PRIVACY POLICY.

You can find our privacy policies here:

[PRIVACY POLICY](#)

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