



General Terms and Conditions

1. General

- a. The following general terms and conditions are valid for all business relations between the customer and root S.A. (in the following also referred to as "the provider").
- b. These terms apply to all services offered by the provider. There may be complementary terms for some services offered which are applicable to a particular service even if this service is part of a package (including different kinds of services).
- c. Deriving, opposing or complementary terms and conditions of the customer, even if fully aware of, are not part of this contract, unless expressly agreed otherwise in writing.
- d. The provider reserves the right to change the general terms and conditions with an appropriate notification period. The customer is informed about the given deadline together with the notification of changes. If the customer does not express his objection by cancellation within this deadline, the new terms and conditions become effective upon the date of a new contract or contract extension.
- e. The provider reserves the right to publish the complete text of the terms and conditions through a hyperlink on the provider's website. This link will be communicated to the customer during the ordering process and on every change of the terms and conditions.
- f. All prices quoted in this document do not include any taxes.

2. Conclusion of a contract

- a. All given quotations shall not be considered as an offer by the provider but constitute an invitation by the provider to the customer to do business with the provider. Therefore the provider's quotations are not binding and without obligation. The provider reserves the right to modify the details of the offered products and services without prior notice, due to technical, legal or financial reasons.
- b. With his order the customer commits a binding contract offer. The provider confirms the customer's contract offer without measurable delay. This notification does not yet represent an acceptance of the customer's offer.
- c. The provider will react to every contract offer within a period of 5 working days. Additional information may be requested from the customer, for instance to verify the customer's identity or creditworthiness. For some services, the provider may require additional information from suppliers which may delay response times. The provider will accept or deny every contract offer within 5 working days after reception of all requested additional information.

3. Obligations and responsibilities of the provider

- a. The provider will provide the service as described in the service offer.
- b. The providers guarantees an annual average availability of its infrastructure of 99,5%. This excludes incidents which are beyond the provider's sphere of influence.
- c. In order to guarantee and improve the availability of the provider's infrastructure, the provider reserves the right to temporarily suspend or limit the service provided. The provider will limit, if possible, all major planned maintenance intervals to low usage periods (Western Europe standards).

Emergency maintenance interventions may be performed at any time. However, the cumulated total downtime of a service must comply with the annual average availability obligation.

- d. The provider reserves the right to suspend or terminate the provided service to a customer in case the customer does not use the service in accordance with the Acceptable Use Policy.
- e. If the customer has been attributed one or more fixed IP addresses, the provider may change these if it is necessary for technical or legal reasons.
- f. Backup of customer data and technical support are not included unless specified otherwise in the service description. They can however be purchased as a separate service.
- g. Compensations for damages are limited to the smaller amount of either the amount paid by the customer or the amount invoiced to the customer for a given service and for a given period.

4. Obligations and responsibilities of the customer

- a. The customer must at all times provide truthful and complete contact information and it is his responsibility to instantly inform the provider of any changes during the contract duration. The customer will have to provide proof of his identity if requested by the provider. If the customer's contact information has changed without informing the provider, the provider may charge a surplus of 20 €.
- b. The provider may send information regarding the business relationship between the provider and the customer to the e-mail address supplied by the customer. The customer commits himself to check his e-mail account for new e-mails on a regular basis including his spam filter/folder.
- c. The customer must store all passwords related to the provider's services in a safe place and keep them secret. The customer is liable for all services ordered or damages caused through his account, even by third parties, as long as he has to assume responsibility for it.
- d. The customer agrees to make backups of all data transferred to the provider's servers. In case of a data loss, the customer will transfer the data again to his account, free of charge for the provider.
- e. The customer respects the Acceptable Use Policy at all times. A violation of these may result in a temporary or permanent account suspension. Furthermore the provider reserves the right to claim for damages.
- f. The customer commits himself to respect all applicable laws and regulations. Furthermore, he must react to all abuse notifications within 48 hours. The provider may request from the customer to contact the author of the abuse notification directly. The customer agrees to reimburse the provider all expenditures related to legal affairs or to damages caused by the service usage of the customer.

5. Contract term / termination

- a. Unless specified otherwise a contract will be automatically renewed by its initial contract term if not cancelled on time by the customer or the provider.
- b. All contracts must be terminated at least 30 days prior to the expiration of the current period, unless otherwise specified. Depending on the service cancellations must either be made through the customer control panel or by letter, fax or e-mail. The customer will then receive a confirmation for this cancellation from the provider.

6. Contract Revocation

- a. Consumers ordering by electronic means have the right to withdraw from a contract within a period of 7 days without reason. This period starts the day after contract conclusion for services or the day after delivery for goods. To comply with the revocation term, it is sufficient to dispatch the revocation on time and in written form. The revocation has to be directed to:

root S.A.
35, rue John F. Kennedy
7327 Steinsel
Luxembourg

stating the customer number and the applicable order and service.

- b. The right of revocation does not apply to products customized or manufactured according to the customer's specifications, consumables (e.g. ink cartridges), audio and video records or software (if unsealed, downloaded, activated or used) as well as others as defined by the Luxembourgish e-commerce regulation.
- c. The right of revocation will expire early, if the consumer has with his explicit consent started using the service before the end of the revocation term.
- d. The consumer is not allowed to use the provided services or goods after dispatch of his revocation.
- e. In the event of an effective revocation, the services or goods already received must be returned to the provider within 14 days. After receipt of the revocation the provider will issue a refund lessened by deterioration of the product within 30 days.

7. Payment

- a. Different payment terms may be imposed by different services. In general, services which are billed upon usage are payable at the end of a billing cycle, whilst all other services are to be paid in advance.
- b. The provider issues an electronic invoice either by e-mail or in the customer control panel. The customer may request a postal invoice for a surplus of 2,50 € (Europe only) per invoice. For countries outside Europe other rates may apply.
- c. The provider reserves the right to change the price and the terms of a service at least one month prior to the renewal of the applicable service with prior notification of the customer. If the customer does not express his objection within a given timeframe, the change becomes effective.
- d. If the customer exceeds the granted payment delays, the provider reserves the right to block or remove the service without prior notice. Furthermore the provider is entitled to charge legal interests starting the day after the due date. If the customer has a delay of more than one contract term for a service, the provider reserves the right to immediately terminate all contracts with the customer.
- e. For some services an unblocking fee is payable in advance before the service can be restored after a given suspension. This fee will be communicated to the customer upon his unblocking request. If the customer confirms the fee, an invoice will be issued.

8. Data protection

The provider's data protection is regulated by its privacy policy.



9. Jurisdiction

Place of execution for all services in the present contract is Steinsel (Luxembourg, Europe). Place of jurisdiction for all disputes in the present contract is the court of Luxembourg.

10. Regulations for resellers

- a.** The customer is entitled to grant third parties a contractual right to use the service provided by the provider. In this case however, the customer remains the exclusive contracting party to the provider. The customer is obliged to transmit his own terms and conditions and other legal agreements to each of his customers. The provider's terms and conditions shall constitute a minimum requirement for those of the provider's customer (reseller). Furthermore the reseller ensures that each of his customers accepts and adheres to these terms and conditions. On request, the reseller will have to send a copy of his terms and conditions for verification to the provider.
- b.** In case it is necessary, the reseller will ensure that the third parties fully co-operate with the provider.
- c.** In case a third party violates a contractual obligation or does not fulfill the obligations to co-operate or if any other problems arise from the granting of the usage rights to third parties, the customer is liable towards the provider for all resulting damages. Beyond that, the reseller exempts the provider from all claims any third party may have against the provider resulting from the use of the provider's services.
- d.** As the reseller is acting himself as a service provider, the provider is entitled to forward the resellers contact details to third parties such as legal authorities or authors of abuse complaints in case of legal investigations or excessive abuse complaints towards a reseller or a reseller's customer. The reseller is required to operate in accordance with all applicable regulations for service providers.

The customer fully agrees to these terms and conditions by placing his order.

Last updated 8th of October 2010