

## Version changes (since last publication)

- Tor entry- and middle nodes are allowed if bandwidth consumption is limited to 5 Mbit/s.
  - IRC clients and bouncers are allowed, IRC servers and bots need to go.
  - Private VPNs for smaller communities (up to 10 users) are allowed.
  - Clarification regarding imprints on websites: The customer's full name and address must be present on a website (imprint) if required by applicable law.
  - The customer is obliged to examine these directives and to comply with them according to the country's legislation.
  - Clarification regarding adult material: banned from website hosting plans, but allowed on VPS and Dedicated infrastructure.
  - No open proxies or public VPN (services without authentication), anonymous FTP, open SMTP relays, open DNS resolvers not protected against reflection / amplification attacks.
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## General Scope

- The following terms and conditions apply to all business relationships between the customer, following named also as "you" or "users", and EDIS GmbH, following named as "us" or "EDIS". The governing law is that which was valid when the contract was put into effect.
- Dissenting, conflicting or additional customer terms and conditions, even if acknowledged, are not part of the contract unless their validity is expressly agreed upon.
- Terms of Service as well as the Terms of Acceptable Use are applicable in every EDIS location worldwide.
- Domains: Various top-level domains ("domain suffixes" or TLDs) are administered by a multitude of different, mostly national, organizations. Each of these organizations allocating domain names have different terms and conditions for registration and administration of their respective TLDs and their respective sub-level domains and the procedures for domain disputes. As far as domains concern, additional registrars terms and conditions apply.

## Conclusion of the contract

- EDIS' offers are subject to change. We reserve the right to make technical and other changes within reason.
- Upon ordering, the customer is bound to the tentative offer. We will confirm the receipt of the customer's order immediately. The confirmation is not contractually binding. The confirmation and acceptance of the contract may be incorporated together.
- We are entitled to accept the offer of a contract (the order) within a period of 5 working days after receipt. We are entitled to reject the order after examining the reliability of a customer or to reject the order without indicating further reasons.

## Scope of Services

- As far as the subject of the contractual relationship is concerned regarding the registration of domain names, we conduct the procurement of the desired domain only. For the actual allocation of the domain name, the customer can only expect it if this is confirmed by us. We do not have any influence over the allocation of a domain. A liability and warranty for the actual allocation of ordered domain names is therefore excluded.
- We guarantee an annual service-availability of 99% as a minimum, not taking into account natural disasters or events beyond our control including force majeure.
- In emergency situations, EDIS reserves the right to temporarily restrict access to the services provided.
- The services offered are those valid at the time of the order, based on the information provided on our website, a formal quote or in the order form itself.

## Acceptable Use of Services

These Terms of Acceptable Use are applicable in every EDIS location

### **Webhosting**

- Shared Hosting plans may not be used as a backup service. All stored files that reside on your account must be directly related to your web site. Archiving MP3, video, images or backups is prohibited on shared hosting plans. If you need these abilities we recommend you to upgrade to a VPS (KVM, OpenVZ, VRS) or a dedicated server.

- If a website gets hacked or abused, causes damage or bad reputation to provided resources, EDIS is allowed to suspend or terminate the service.
- Usage of accounts on shared infrastructure must be reasonable and you may not place excessive burdens on our infrastructure. While our shared services are suitable for the bulk of our customers, there comes a time that your website(s)/application(s) are better suited for a different service, which allows for more dedicated CPU and memory / HDD resources.
- Users may not utilize shared webhosting services to post or transmit adult material, including, but not limited to, pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of EDIS.
- While on a shared webhosting hosting platform, users may not utilize, operate, enable, execute, compile, upload or publicly store source code not directly associated with website/e-mail hosting, executable code, programs, or software packages designed to perform tasks not directly associated with website/e-mail hosting, including, without limitation, directly opening any listening port, starting any 'daemon' processes, performing local/remote security scans, simulating local shell/OS access by means of a tunneled/encapsulated connection to a remote host, circumventing firewall restrictions, connecting to any IRC/P2P (peer to peer) file sharing server/network, providing 'tracker' services to 'BitTorrent' clients and/or exploiting web browser vulnerabilities, as determined by EDIS in its sole discretion or attempt to attack, disrupt, or abuse the support- and contact-related mechanisms of EDIS, including, but not limited to, telephone lines, e-mail addresses, fax lines, electronic message boards or contact/signup forms.

## **VPS + Servers**

- We reserve the right, in our sole discretion, to discontinue service to any customer with a website, application or other hosted data that uses a high amount of server resources (such as, but not limited to, CPU-ticks, memory usage, and network resources). At our own discretion, you will be given an option of either upgrading to another product or reducing the resource usage to an acceptable level, otherwise we reserve the right to limit your use of our servers or take your server/site offline. Due to the severity of this, and our duty to act quickly to correct these situations in order to avoid server issues, we will do everything reasonably feasible to provide you with a warning prior to taking your site offline, but we accept no obligation to do so.

- Users may not utilize their services to subvert, or assist others to undermine the security or integrity of any EDIS systems, facilities or equipment; or to gain unauthorized access to the computer networks of EDIS or any other person.
- Users may not utilize the services to share passwords or provide access-codes to persons not authorized to receive such material (e.g. hacked / stolen accounts, ...)
- Users may not utilize the services to forge the signature or other identifying mark or code of any other person, impersonate or assume the identity of any other person, or engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user (excluding the use of anonymous re-mailers or internet nicknames).
- Users may not utilize services to distribute or post any virus, worm, trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the services.
- Users may not utilize our services as a gaming desktop, whether the gameplay is manual or automated.
- Users may run private VPNs / proxies for smaller communities (up to 10 users)
- Commercial VPN operators require full account verification incl. submission of corporate documents and business licenses
- Technical support services are not included in the offers. If needed or desired the user will be charged according to a separate agreement.
- Where data is transmitted to us, the customer is asked to backup its data regularly. Servers are backed-up regularly by us, if this is part of the product. In the highly unlikely case of loss of data, the customer must upload his data again.

## General

- Users may not utilize the services to conduct port scans or other invasive procedures against any server (except any server for which the user is an authorized system administrator).
- Users may not utilize services to cause denial of service attacks against EDIS or other network hosts or internet users or to otherwise degrade or impair the operation of EDIS's servers and facilities or the servers and facilities of other network hosts or internet users. There is a zero tolerance policy on DDoS or any other network attacks, including port scans.
- Users may not utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or SPAM or to solicit or collect, or distribute,

advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or SPAM.

- Users may not utilize the services in any manner that might subject EDIS to unfavorable regulatory, law enforcement or other legal action, subject EDIS to any liability for any reason, or adversely affect EDIS's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by EDIS in its sole discretion.
- Users may not utilize services in any other manner to interrupt or interfere with the internet-usage of other persons.
- Users may not utilize services to offer open proxy or public VPN (VPN without authentication), anonymous FTP, open SMTP relays, open DNS resolvers not protected against reflection / amplification attacks.
- EDIS in its sole discretion may discontinue services without any notice if targeted by denial of service attacks or if running software that can lead to network abuse.
- If the above mentioned guidelines are contravened, EDIS in its sole discretion has the right to suspend or terminate the service.
- The customer is obliged to carry out a complete data backup before any changes are made. EDIS can not be held responsible for any damage, be it direct or indirect, caused by the loss of data.
- The customer will receive a user ID and password for security purposes. This must be kept confidential. The client will be held liable for any malpractice resulting from the unauthorized use of these credentials. If a customer becomes aware of that unauthorized third parties got to know a password, they have to inform us without delay. If a customer is at fault for a password abuse by third parties, the customer will be liable for all incurring fees or damages. Every client is able to securely set a new password by requesting a token at any time.
- Clients are obliged to update their data online in the provided client panel.
- KVM, OpenVZ, VRS servers may not run banned software or banned applications like, but not limited to
  - IRC servers and proxies (IRC clients and bouncers are allowed)
  - P2P (peer to peer) software (If used for illegal activity)
  - Torrent, Filesharing (If used for illegal activity)

- TOR / I2P / ... Exit -nodes (Tor entry- and middle nodes are allowed if bandwidth is limited to 5 Mbits/s maximum.)
- Gameservers
- Video-chat (like, but not limited to, camfrog server)
- CPU intense applications (such as, but not limited to BitCoin and other (currency-) mining services, seti@home, ...)
- Card sharing software (such as, but not limited to ccCam, OSCam, MultiCS etc.)

## Privacy Information

- EDIS data protection policy conforms to the Austrian / European Union law.
- Personal data of clients will only be collected and used, if they required for the creation, content arrangement or modification of the contractual relationship.
- Client's email-address will only be used for information on orders, for invoices and – provided that the client does not object – for customer care as well as for our newsletters.
- We do not give any personal client information to third parties, with the exception of our service partners as far as they are required to determine the remuneration and settlement with the customer or domain name registries in order to register domain names.
- The client has the right to information and a right to amend, to suspend or to delete his stored information. If deletion conflicts with a legal or contractual duty to save information, or other legal grounds, the information will be made inaccessible.

## Published Content

- It is the customer's responsibility to identify published content as their own or as third-party content. The customer's full name and address must be present on a website (imprint) if required by law. The customer is obliged to examine these directives and to comply with them according to the country's legislation.
- The client undertakes not to publish content that may violate rights of third parties or in general violate the law. The placement of erotic, pornographic, extremist material or material not deemed in good taste is not permitted. We are entitled to block access to the account of any customer who violates this.

- The same applies in the event that the customer publishes content which is capable of violating the rights of individuals or groups of people, or that insults or denigrates these people. This applies even without an actual legal claim. We are not obligated to review our customers' content.
- Sending of unsolicited mail (spam) is forbidden. This includes in particular transmission of illegal, unsolicited advertising to third parties. With regards to the sending of emails, it is forbidden to provide false sender information or to conceal the identity of the sender by other means. We are entitled to block access if it is not respected.
- Following kinds of services are **\*\*\* STRICTLY FORBIDDEN \*\*\*** Sites which contain copyrighted material including online-shops advertising or selling fake products or infringing third parties patents or copyrights; warez, hacking, cracking, phreaking, "pirate-sites", torrent or leech sites; sites which promote bulk email software or spamming; sites that promote illegal activity; sites with content that may be damaging to the servers.
- Any services that are brought to our attention because they are spamming will be handled following a 2 strike policy (1 warning following termination on the second strike). EDIS reserves the right to suspend / terminate services at its own discretion.
- Users may not utilize services in connection with any tortious or actionable activity. Without limiting the general application of this rule
  - users may not utilize the services to publish or disseminate information that constitutes slander, libel or defamation
  - users may not utilize the services to publicize personal information or likeness of a person without that person's consent
  - users may not utilize the services to otherwise violate the privacy rights of any person.