

Terms and Conditions

Service Agreement

- 1. General Provisions** Welcome to SleepyOwl's email and web hosting service (called the "Services"). SleepyOwl makes its Services available only under the following Terms and Conditions and is subject to the limitations on warranty and liability set forth below. The words "We" or "Us" mean SleepyOwl and its affiliated business entities, and the words "You", "Your", or "Yours" refer to You as a user of SleepyOwl's Services as well as any persons or business entities using Your Account. SleepyOwl.net Colin Barschel (called "SleepyOwl") is a private company with its address at Veltmanplatz 14, 52062 Aix-la-Chapelle, Germany. SleepyOwl hosts email accounts and Websites for clients, both individuals and businesses, all over the world.

Please read these Terms and Conditions and the Limitations of Warranty and Liability carefully. By clicking on the check box or signing the document, or paying the bill, you indicate Your acceptance, and You are agreeing to be bound by these Terms and Conditions and the Limitations of Warranty and Liability set forth below. You are also agreeing that Your use of the Services will comply with SleepyOwl's Terms and Conditions, as amended, from time to time, and is in compliance with all laws and regulations applicable to the Services.

We may modify these Terms and Conditions and the Limitations of Warranty and Liability, including pricing for future periods of use by You, in our sole discretion. If We do modify the Terms and Conditions, We will notify You by posting the amended Terms and Conditions and the Limitations of Warranty and Liability on the Services, and by posting a message stating a change has been made on the Welcome page of the Services. Such modifications shall become effective on the thirtieth day after the date of posting, and the effective date will be in the notice. If You do not agree to be bound by the modified terms We post, You may terminate Your use of the Services by written notice to Us within thirty days after the notice, in which case, upon written request by You We will refund the prorated unused Service fees You have actually paid Us.

Because of the unsettled state of the laws of the world with respect to use of domain names and trademarks, we reserve the right at any time, and for any reason in our sole discretion, to discontinue the availability or use of any listed or registered domain name that is part of the Service, upon ten days notice to You. In such case, should this affects the domain You are using, We will offer You Your choice of other domains available from Us for the unused period of time for which You have paid. Where reasonably possible, We will also attempt to provide at least one month of redirection of Your email to your new email address, by the new owner of the domain or by Us, if We can do so.

In case of violations of law or misuse of the Services in violation of the Terms and Conditions, You agree that We have no legal obligation to notify You prior to terminating Your right to use the Services, although in most cases We will attempt to advise You of this decision prior to termination where practical to do so. If We terminate Your Services for violations, We may, in our sole discretion, elect not to reinstate the Services for You.

2. Acceptable Use Policy

- 1. Your Responsibilities.** You are solely responsible for the content of Your messages and Your website. You are also responsible for timely payment of the service charges for Your account, lack of payment of which is cause for termination of

Service, without notice by Us to You.

2. **Spamming is prohibited.** We will determine in our sole discretion whether any of the messages You send are unsolicited email or "spam". For Your information, spamming is generally deemed to include sending any form of email that can be interpreted as junk email or bulk email that the recipient has not specifically requested from You. We reserve the right to take any legal and technical remedies available to prevent You from sending spam using the Services. If You send any spam using the Services We may terminate Your account, without notice, and may exercise any other remedies available to Us.
3. **System Abuse** is not allowed. This includes, but is not limited to, excessive use of CPU resources or memory, installing IRC bots, CGI scripts sharing with domains outside of Our, mass emails (i.e. 200 or more email messages per day), or using disproportionate amount of system resources for CGI Scripts. We will determine what constitutes system abuse.
4. **Rules relating to minors.** If You are under the age of 18 You may not subscribe for the Services. We will terminate any account where we determine that the subscriber is underage.

3. Privacy Policy.

1. **Mailbox** Email is private correspondence between the sender and the recipient. It is SleepyOwl' s policy to respect the privacy of its Users. We will not monitor, edit, or disclose the contents of a User' s private communications unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on SleepyOwl; (2) protect and defend the rights or property of SleepyOwl; or (3) act under exigent circumstances to protect the personal safety of its users or the public. User acknowledges and agrees that certain technical processing of email messages and their content may be required to: (1) send and receive messages; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of the Service; (4) filter spam; or (5) conform to other similar requirements.
2. **Registration Data Privacy** We do not share demographics or registration data with anyone. The same privacy applies to your individual registration data as applies to your mailbox.
3. **Your Role in Privacy and Security** You agree to respect the privacy and confidentiality of others. Since your privacy is a function of your password, we encourage you to change your password frequently and to not share it with anyone. You acknowledge that only you are authorized to use your account. You agree to not resell or otherwise transfer the Service. You are entirely responsible if you do not maintain the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities which occur under your account. You agree to immediately notify SleepyOwl of any unauthorized use of your account or any other breach of SleepyOwl security known to you. Such notification does not obligate SleepyOwl in any way.

4. About Your Account.

1. **Registration data.** You agree to provide Us with current, complete, and accurate registration information in the registration process and to maintain and update Your registration information as necessary to keep it current, complete and accurate. Any

credit card information You provide Us will be accurate, and You have full authority to charge items to such credit card. In case you paid the Services with a credit card, You authorize Us to use the credit card data for automatic renewal billing and our internal administrative use. Providing false information of any kinds is cause of immediate termination of the Services.

2. **Personal use.** You acknowledge that only You are authorized to use the Services under Your account and password. You agree not to resell the Services nor allow others (outside Your family) to use Your account. You agree to be fully responsible and liable for the use of Your account, including any unauthorized use of Your account by Your family members or a third party you allow to access Your account. You agree to notify Us immediately by email to the Notice Address listed below if You become aware of any unauthorized use of Your account.
3. **Email Storage.** The maximum storage amount for Your mailbox and your website is specified on the service contract. We will not delete any old email in case of your account has grown too large but we reserve the right to block any incoming email after a period of seven continuous days over Your limit. We reserve the right not process any email message that is larger than ten (10) megabytes.
4. **Automatic Renewal.** If You enrolled initially using a credit card, unless You notify Us to the contrary prior to the scheduled expiration date of Your account, We will attempt to renew Your account for a similar time period for the last enrollment, using Your credit card information previously provided. If Your credit card company accepts the renewal, Your account will automatically be renewed for that additional period and the renewal fee will be applied to Your account; however, if the credit card company rejects the renewal charge for any reason, We will attempt to notify You that Your account will be canceled for non-renewal, but if You do not otherwise arrange for payment of the renewal fee, We reserve the right to cancel the account ten days after sending the cancellation to Your last known email address on Our records unless We have received payment from You in some other form by the expiration date in Our notice to You. You may, of course, pay Us by other means, if You so elect, so long as the payment is received before the expiration date of Your account. You may also tell us at any time not to use the credit card for automatic renewal, so long as We receive such notice before the expiration date and the automatic renewal. Your credit card company should send You a statement including the renewal fee charged to You.
5. **Canceling your account.** If Your account is canceled by You or by Us, all email, including any attachments will automatically be deleted after thirty days. You will be given a possibility to download the data in this period of time.

5. Other Provisions

1. **Indemnification.** You agree to defend, indemnify, and hold Us, our parent entities, subsidiaries, affiliates, officers, agents, and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, caused by or arising out of claims made against Us based upon Your use of the Services. Such indemnity by You includes claims arising out of use by anyone in Your household, immediate family, or anyone You give Your password to, regardless of whether You were aware of the improper use they made or make of the Service.
2. **Survival of terms and conditions.** You must adhere to these Terms and Conditions for so long as You are using the Services. Either You or We may terminate Your use

of the Services at any time, with or without cause, as provided in these rules. All of the provisions of these Terms and Conditions will survive any termination of the Service, to the extent applicable, including without limitation, but in particular, the Indemnification, Choice of Law, Limitation of Liability and Warranty provisions.

3. **Choice of law.** These Terms and Conditions of Service and the Warranty and Limitation of Liability shall in all respects be interpreted, construed in accordance with, and governed by the internal laws of the State of Nordrhein-Westfalen in Germany. The place of making and the place of performance of this Account for all purposes shall be Aix-la-Chapelle, Nordrhein-Westfalen in Germany, regardless of the actual place of execution or performance.
 4. **Entire agreement.** These Terms and Conditions of Service and the accompanying Warranty and Limitation of Liability constitute the entire agreement and understanding between You and Us and supersede any prior agreement or understanding, whether oral or written, relating to the subject matter of the Account and Warranty. These Terms and Conditions may only be modified by a subsequent written agreement signed by Us, or published by Notice by Us as provided above.
 5. **Responsibility for material you download.** You understand and agree that any material or data downloaded or otherwise obtained through the use of the Service is done at Your own discretion and risk, and You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data. Third party material may contain viruses, and You should use virus protection software on Your system.
 6. **Responsibility for your purchases.** We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service, the selection of which is solely Your responsibility.
 7. **Not responsible for advice.** No advice or information, whether oral or written, which You obtain from Us or through the Services shall create any warranty not expressly made herein.
 8. **Partial invalidity - Waiver.** If any provision of These Terms and Conditions of Service or the accompanying Warranty and Limitation of Liability is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to Your breach does not waive our right to act with respect to subsequent or similar breaches.
6. **Our Limited Warranty.**
1. **What Is Covered By The Warranties.** We warrant that the Services will be provided and perform substantially in accordance with the Description of Services set forth on our Web Site from time to time.
 2. **Duration Of The Warranties.** The above express warranties are made for a period of sixty (60) days from the date You initially subscribe to the Services or if You are subscribing to and paying for any Special Service offerings, if any, for as long as You are subscribing to and paying for the Special Services.
 3. **Correction of Service Nonconformities.** We will attempt to correct any material nonconformities between the Description of Services and the Services actually available to You, provided that You report the nonconformity to Us during the

warranty period. We may either modify our Services or the Description of Services in order to bring them into conformity with each other.

4. **Final Remedy.** If for any reason, We fail to correct a nonconformity between the Services and the Description of Services within a reasonable time, We may elect to terminate Your account and refund any un-amortized prepaid service fees actually paid by You, as an alternative to correcting the nonconformity. Any such refund will be made by Us for the remaining whole months in the then applicable prepayment term.
5. We do not warrant that the Services will meet Your requirements or that the operation of the Services will be uninterrupted or error free. The warranty does not cover any failure of the Services that results from any problems or failures of Your computer systems, Your Internet connection, or of any other data communications systems You employ to access the Services.
6. ANY IMPLIED WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE TERM OF THE EXPRESS WARRANTIES. Some states and countries do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.
7. WE SHALL NOT, IN ANY CASE, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM ANY BREACH OF THESE WARRANTIES OR UNDER ANY OTHER LEGAL THEORY EVEN IF WE OR OUR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.
8. You must notify Us of any breach of the above warranties during the warranty period. In the event You encounter a performance problem with the Services, You must report the problem to Our technical support department during the warranty period. We (SleepyOwl) may be contacted as follows: by regular mail at SleepyOwl.net Colin Barschel, Veltmanplatz 14, 52062 Aix-la-Chapelle, Germany By email at postmaster@SleepyOwl.net To prevent errors, such notices cannot be given and will not be accepted by voice telephone calls.
9. The warranties set forth above are in lieu of all other warranties, whether oral, written, express, or implied, and THE REMEDIES SET FORTH ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES. Only an authorized officer of SleepyOwl (Us) may make modifications to this Warranty, or provide additional warranties binding on Us. Accordingly, additional statements such as advertising or presentations, whether oral or written, do not constitute warranties by Us and should not be relied upon as such. This Warranty gives You specific legal rights, and You may also have other rights, which vary from state to state and country to country.
10. Fees and costs related to all domain registrations, including but not limited to .name, com, .net and .org domains, are non-refundable and are subject to the terms and conditions of the registrar.

End of terms and conditions and warranties