



Terms and conditions

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Introduction

These terms and conditions (hereinafter "GTC") determine the arrangements between the hosting provider, "freeshell.de", Mr Sebastian Krajenski, in Gehren 24/1, 73732 Esslingen, Germany, and the users of its hosting services on the Internet presence www.freeshell.de.

Services

- We offer among others the opportunity to use an online storage space, the establishment of an e-mail mailbox, and interactive access to a Linux system. By accessing this Linux system you are allowed to browse the Internet. For details about these services, please refer to the "user manual", provided under the navigation item "Contacts" on the website of the project at: www.freeshell.de.
- In order to make use of our services, we provide you with system resources on a server in a data center. You can store content to an extent of 2GB (accumulated over all services) in accordance with the listed technical specifications on our website (for details see "user manual").
- Your content provided by you is available using your internet address for retrieval. Our services are limited in the transfer of data solely to the data communication between the handover point where we operate our data communications network to the internet, and the server provided for you. An influence on the traffic outside of our own communication network is not possible for us. A successful transfer of information to or from the computer requesting cannot be guaranteed.
- We provide the above services with an overall availability of 98.5%. Availability is calculated based on the share attributable to the respective calendar month during the contract period time minus maintenance time. We are entitled to perform maintenance for a total of 10 hours per calendar month. During maintenance, the above services are not available.
- The contents of your dedicated memory space is backed up daily by us. Data is backed up on a rolling basis in a way that the backed up data is stored for a week differentially. According to this principle the backed up data includes 365 stalls (days). The backup is always for the whole server content and may also include the data of other customers. You are therefore not entitled to get issued saving media, but only to retransfer the secured content on the server for your personal account.
- We are entitled to adjust the hardware and software used to provide the service at the current level of technology. Should, as a result of such an adjustment, extra demands on the data stored by you on the server arise, we will give you these additional requirements in order to ensure the provision of our services. You must then decide immediately after receiving of the notification as to whether the additional requirements are to be met, and by when this will happen. Unless you declare at least four weeks in advance that you will adjust your content in time for the changeover (at least three working days prior). We reserve the right to terminate the contract with effective prior to the transition date.

Customer responsibilities

- You hereby agree that in the space provided no illegal, or violating government regulations or rights of third parties content is stored. You shall ensure that the selected internet address, which displays content on the internet may not violate laws, government regulations or rights of third parties. Furthermore, you have noted that you have installed programs, scripts or other objects which do not jeopardize the operation of our server or our communications network, as well as the security and integrity of other stored on our servers. You release us from any drawings as well as your claims by third parties costs.
- In the event of imminent or actual breach of the above stated obligations and in the assertion of not manifestly unfounded claims by third parties for cessation of the full or partial performance of the stored content on the Internet, taking into account also your legitimate interests, we are authorized to temporarily suspend the linking of content from the internet completely or partially with immediate effect. We will inform you immediately of such measures.
- Should programs installed, scripts or similar operations installed by yourself, endanger or impair our server or our communications network or the security and integrity of other data filed on our servers, we can disable or uninstall those programs, etc., scripts accordingly. If the elimination of the risk or impairment so requires, we are also entitled to interrupt the connection between the customers content on the server to the Internet. We will inform you immediately of such measures.
- To access the specific space you get an user ID and an alterable password. You are required to change the password at regular intervals and at least once a year. Your password must have a minimum length of 9 characters and contain at least one letter, one number and one symbol. You may distribute the password only to those people who have been authorized by yourself to access the given space. If the password is entered incorrectly five times in a row, your access is automatically blocked by the firewall for an hour to protect against abuses (based on the source IP address of the attempted access → "fail2ban"-technique).
- The data stored by you can be copyrighted and privacy protected. You grant us the right to make it available for queries over the internet, in particular to reproduce this and to transmit and to reproduce it for the purpose of data backup. It is your own responsibility, whether the use of personal data by yourself meet the data protection requirements.

Reseller exclusion

- The use of the services provided by us is not allowed to be left for use of third parties for commercial purposes.

Compensation

- Our services are provided to you free of charge.
- To create a user account providing an e-mail address and the desired user name is sufficient.
- Upon registration you will receive an automatic reply e-mail, so you will be notified that your account is activated only on one condition: You have to send us a sufficiently stamped postcard from your place of living or place of work by post to the following address:

Mr. Sebastian Krajenski
Im Gehren 24/1
73732 Esslingen
Germany

- Postcards / letters, without sufficient postage will not be accepted by us.
- Once we receive your postcard / letter, we will inform you via email and activate your account.

Donations

- Our site is completely funded through donation payments.
- An obligation to pay contributions is not given, but we welcome any donation as a reward for our services.
- Donations can be made under the tab "Donations" via PayPal or online banking.
- You are hereby incorporated in our so-called "Hall of Fame". Your name (and / or pseudonym), the donation amount, and the date are displayed. You may object to the publication at any time (see document "Privacy Statement" in the "Contacts" of the homepage).

Lease Term

- This contract is indefinite and may at any time be terminated by you within a period of 30 days to the end of a calendar month by written notice via e-mail to postmaster @freeshell.de or alternatively by mail to: Mr Sebastian Krajenski, Im Gehren 24/1, 73732 Esslingen, Germany.
- The termination for important causes shall remain unaffected.
- After termination of the contract, we provide you with the data stored on the disk space for certain content on a disk (remote data transmission). Any retention rights remain unaffected.

Liability for defects

- You have the right to ask supplementary performance, if the designated services provided are deficient.
- If the remedy is not possible because the power for example can not be made or the subsequent performance fails, you can demand compensation or reimbursement of futile expenditure. If for you, taking into account all the circumstances of the individual case and weighing the interests of both parties, the continuation of the contract until the expiry of the notice period can not reasonably be expected, you have the right to terminate the contract for cause without giving notice.
- We are only liable for defects which have already existed in transfer, if we are responsible for these shortcomings.
- Any deficiencies have to be reported immediately. Warranty claims lapse after one year.

Liability

- Outside the scope of german "§ 44a TKG", our liability shall be governed by the following provisions:
 - We shall be liable for intent and gross negligence.
 - For light negligence we are only liable when violating a essential contractual obligation which fullfilment the proper realization of the contract in the first place made possible, and of which compliance you regularly can rely on. We are only liable for foreseeable harm with which formation typically can be anticipated.
 - The liability in the case of slight negligence is limited to an amount of up to 25.000,- EUR.
 - For the loss of data and / or programs, we will not be liable to the extent that if the damage is due to the fact that you have failed to perform backups and thereby ensure that lost data can be restored with a reasonable effort.

Modification of terms

- Unless otherwise specifically regulated previously, we reserve the right to change or supplement these Terms and Conditions as follows:
- Amendments or additions are to be announced to you at least six weeks before it is implemented in text form.
- If you do not agree with the changes or additions to the terms and conditions, you may object to these changes within a period of two weeks at the time of the intended force of the changes or additions.
- The opposition must be in writing.
- If you do not contradict, the amendments or additions to the contract terms deemed to have been approved by you. We will inform you with regard to the changes or additions to the terms and conditions of the intended meaning of your behavior especially.

Final provisions

- The contract language is German.
- The law of the Federal Republic of Germany applies.
- Unless you have a general jurisdiction in the country or transfer your residence abroad after conclusion of the contract, or your residence at the time the action is unknown, the place of performance and jurisdiction is Esslingen, Germany. We reserve the right to prosecute you at your current residence.
- A right of retention can only be asserted because of counterclaims from the respective contractual relationship
- The parties may only deduct from claims which are legally established or undisputed.
- All changes, additions and cancellations of contractual agreements must be in writing, as well as the abolition of the written form, unless this agreement provides for the writing.
- If any provision of these GTC should be wholly or partly ineffective, the validity of the remaining provisions shall not be affected. In this case the parties undertake the replacement of the invalid provision by a valid provision that comes closest to the economic purpose of the invalid provision. The same applies to any gaps in the arrangements.