

SPECIAL TERMS AND CONDITIONS FOR HETZNER ONLINE GMBH PRODUCTS IN THE UNITED STATES OF AMERICA (ONLY APPLICABLE TO ALL CUSTOMERS LOCATED IN THE UNITED STATES OF AMERICA)

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1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU IN ADDITION TO THE TERMS AND CONDITIONS OF HETZNER ONLINE GMBH. PLEASE READ IT CAREFULLY.

BY PLACING AN ORDER FOR SERVICES FROM HETZNER ONLINE GMBH IN THE UNITED STATES OF AMERICA, YOU ACCEPT AND ARE BOUND BY THESE SPECIAL TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN SERVICES FROM HETZNER ONLINE GMBH IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE UNDER 18 YEARS OF AGE OR (i) ARE UNDER THE LEGAL AGE TO FORM A BINDING CONTRACT WITH HETZNER ONLINE GMBH OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENT OR SERVICES BY APPLICABLE LAW.

SHOULD ANY OF THESE SPECIAL TERMS AND CONDITIONS CONTRADICT THE TERMS IN THE PRESENT TERMS AND CONDITIONS, THESE SPECIAL TERMS AND CONDITIONS TAKE PRECEDENCE AND ARE APPLICABLE OVER ANY OTHER TERMS AND CONDITIONS OF HETZNER ONLINE GMBH.

These Special Terms and Conditions („Terms“) apply to the purchase and sale of services („our Services“) via HETZNER.COM (the „Site“) in the United States of America (the „USA“) in addition to the general TERMS AND CONDITIONS. See <https://www.hetzner.com/legal/terms-and-conditions>.

These Terms are subject to change by Hetzner Online GmbH (referred to as „us“, „we“, or „our“ as the context may require) with prior written notice at any time and at our sole discretion. The latest version of these Terms will be posted on the Site, and you should review these Terms before purchasing any services that are available through the Site.

Your continued use of the Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes. If you do not agree to be bound by these Terms as last revised, do not use (or continue to use) the Site or the Services.

In addition, we may terminate your use of the Services if you violate or breach any of these Terms.

WE RESERVE THE RIGHT TO MODIFY, CHANGE, OR DISCONTINUE AT ANY TIME ANY ASPECT OF THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, OUR PRICES AND FEES FOR THE SITE AND SERVICES.

If you order or obtain services on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms „you“, „your“, „User“ or „Customer“ shall refer to said corporate entity.

If, after your electronic acceptance of this Agreement, we find that you do not have the legal authority to bind said corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations.

We shall not be liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication reasonably believed by us to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, we reserve the right (but undertake no duty) to require additional authentication from you.

You further agree to be bound by these Terms for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

You should also carefully review our Privacy Policy before placing an order for Services through the Site (see <https://www.hetzner.com/legal/privacy-policy>).

2. Order Acceptance and Cancellation.

Our offers are subject to change. You agree that your order is a legally binding contract and that you accept these Terms regarding all Services listed on your order. All orders must be accepted by us or we will not be obligated to provide Services to you. We may, at our sole discretion, choose not to accept any orders. After having received your order, we will send you an immediate confirmation email confirming the receipt of your order. The confirmation email is not an acceptance of the order and is not contractually binding. We are entitled to accept the order within five (5) work days after we have received your order. When we accept your order, we will send an email with your order number and the details of the items you have ordered. We will not become legally bound to process your order and be legally bound to the terms in this Agreement until we have sent you your order acceptance email. We may choose to combine the confirmation email and the order acceptance email in one email.

3. Prices and Payment Terms.

- (a) We expressly reserve the right to make changes to prices by giving you prior written notification via your customer account or using the email address you enter in your contact information.

We are not responsible for pricing, typographical, or other errors in any of our offers, and we reserve the right to cancel any orders arising from such errors.

- (b) The terms of payment are within our sole discretion. Depending on the contractual agreement, we process monthly, quarterly or annual invoices using the agreed means of payment. The Customer is obligated to comply with the terms and conditions of the payment service they use to pay their invoice.

You represent and warrant that (i) the payment information you supply to us is true, correct, and complete, (ii) you are duly authorized to use said payment method for the purchase, (iii) you or your payment provider will honor charges you incur, and (iv) you will pay charges you incur at the posted prices, including all applicable taxes, if any.

4. Published Content.

We are not obligated to review your content. It is your responsibility to identify the content as your own or as third-party content. You are not allowed to publish content that may violate the rights of third parties or otherwise violate the federal or any state law of the US. You are not allowed to publish content that may violate the rights of individuals or groups of people, or that insults or denigrates these people.

You are not allowed to publish any content that infringes upon the rights of third parties or otherwise violates the law. This includes, in particular, but is not limited to, pornographic or obscene material, extremist content or content that offends common decency, gambling, and material that could seriously endanger the morals of children or young people; this also includes the publication of defamatory content, insults or disparagement of persons or groups of persons.

Furthermore, the operation of applications for mining cryptocurrencies is prohibited. This includes, but is not limited to, mining, farming and plotting of cryptocurrencies.

In the case of non-compliance, we are entitled to lock your access to the Service and/or to your account.

5. Third-Party Rights of Use.

You are entitled to allow third parties to use the services we provide. You remain our sole contractual partner and you are fully liable for any violations of our general Terms and Conditions, the Special Terms and Conditions and all contractual obligations that arise from the use of the third party that you have granted access to the Service.

If you transfer user rights to your Hetzner Services to a third party, you are obligated at the time of transfer to ensure that all legal and contractual provisions are followed. This is true for any changes that require the cooperation of the third party.

If other problems arise with you granting a third party user rights, you shall be fully liable for all damages resulting therefrom, and you shall furthermore indemnify us against all claims made against us by the third party or others.

6. Backups and Data Loss.

YOU ACKNOWLEDGE THAT YOU BEAR SOLE RESPONSIBILITY FOR THE ADEQUATE SECURITY, PROTECTION, AND INTEGRITY OF YOUR CONTENT.

You are responsible for making regular backups (backup copies) of your data; the backups should be stored outside the server provided by us. If data is transmitted to us on your servers, you are obligated to make regular backup copies of the data. You are obligated to perform a complete data backup prior to any changes you make on your own behalf or on the behalf of a third party. If there is nonetheless a loss of data, you are obligated to transfer the relevant data files to us again free of charge or to restore the data yourself.

7. Contract Duration and Termination.

The contracts will continue and automatically renew themselves until terminated by either party.

8. No Spam; Liquidation Damages.

- (a) No Spam. We do not tolerate the transmission of spam. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications.

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the CAN-SPAM Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by the above no spam policy.

If we determine the account, products, or services in question are being used in association with spam, we may suspend or cancel any account, website hosting, domain registration, email boxes, or other applicable products or services. In such event, and at our sole discretion, we may require you to respond by email to us stating that you will cease to send spam and/or have spam sent on your behalf. We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email to abuse@hetzner.com or at <https://abuse.hetzner.com>.

- (b) Service Termination for Spam Violations.

You agree that we may immediately terminate any account which we believe, at our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email.

9. Intellectual Property Use and Ownership.

You acknowledge and agree that:

- (a) You will comply with all terms and conditions of the specific license agreement for any product or service you obtain through the Site, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing and transfer of those licensed products and services.
- (b) You will not cause, induce or permit others' noncompliance with the terms and conditions of any of these product and service license agreements.
- (c) We and our licensor(s) are and will remain the sole and exclusive owners of all (intellectual property) rights in and to each product and service made available on the Site and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights, subject only to the limited license granted under the product's or service's license agreement. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through the Site, or of any intellectual property rights relating to those products or services.

10. Privacy.

Our Privacy Policy, <https://www.hetzner.com/legal/privacy-policy>, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site. Your data is, and at all times shall remain, your exclusive property. We will not use or disclose your data except as materially required to perform our services or as required by law.

If you wish to process personal data of third parties using our services, you remain the sole responsible party in terms of data protection law.

11. Assignment.

You will not assign any of your rights or delegate any of your obligations under these Terms and other contractual rights and obligations without our prior written consent. Any purported assignment or delegation in violation of section 5 of this Agreement is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. A valid assignment and delegation needs to include the signature of the assignee/assignor and delegatee/delegator.

12. No Waivers.

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of us.

13. No Third-Party Beneficiaries / No Extra-Contractual Relationships

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

The parties shall be deemed as independent contractors and nothing in these Special Terms and Conditions is intended to or does create any type of joint venture, creditor – debtor, escrow, partnership, or any employer / employee or fiduciary or franchise relationship between you and us (or any of our affiliates).

16. DISCLAIMER OF REPRESENTATION AND WARRANTIES.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES SHALL BE AT YOUR OWN RISK AND THAT THE SITE AND OUR SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD-PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (VIA HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE SITE, AND/OR (III) OUR SERVICES OR ANY SITES LINKED (VIA HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE SITE, AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY US, OUR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION OUR CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD-PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THE SITE OR OUR SERVICES, AND YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THE SITE OR OUR SERVICES.

17. LIMITATION OF LIABILITY.

IN NO EVENT SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CON-

14. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting notices on the Site. Notices we send by email will be effective when we send the email, and notices we provide by posting them on the Site will be effective upon posting. It is your responsibility to keep your email address current. We assume no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

(b) To Us. To give us notice under these Terms, you must contact us as follows:

- (i) by facsimile transmission to +49 (0)9831 505-3; or
- (ii) by personal delivery, overnight courier or registered mail to Industriestr. 25, 91710 Gunzenhausen, Germany.

We may update our facsimile number or postal address by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

15. Links to Third-Party Websites.

The Site and our Services may contain links to third-party websites that are not owned or controlled by us. We assume no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, we do not censor or edit the content of any third-party websites. By using the Site or our Services, you expressly release us from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware of when you are leaving our Site or the Services found at our Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

SEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE SITE; (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (VIA HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE SITE; (III) OUR SERVICES OR ANY SITES LINKED (VIA HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE SITE; (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER; (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN; (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THE SITE OR ANY SITES LINKED (VIA HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THE SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE SITE; (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, IS PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE; AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE SITE OR OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY EXCEED 100% OF THE MONTHLY FEE OF THE SERVICE WE PROVIDE TO YOU.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THE SITE OR OUR SERVICES.

18. Indemnification.

You agree to protect, defend, indemnify and hold harmless us and our officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by us directly or indirectly arising from (i) your use of and access to the Site or our Services; (ii) your violation of any provision of these Terms or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of these Terms or your use of the Site or our Services.

19. U.S. Export Laws.

The Services we provide in the USA are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws"). You shall not use our Services to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. You shall not export or re-export, or allow the export or re-export of, our Services in violation of any U.S. Export Laws. None of our Services may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident thereof) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using the Site and our Services, you agree to the forego, represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access the Site or our Services from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access the Site or use our Services. The obligations under this section shall survive any termination or expiration of these Terms or your use of the Site our Services.

20. Availability of Website and Services.

Subject to these Terms and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide the Site and our Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time the Site and our Services may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of the Site or Services on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

21. Force Majeure.

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, floods, fires, earthquakes, explosions, governmental actions, wars, invasions or hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest, national emergencies, revolutions, insurrections, epidemics, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delays in obtaining supplies of adequate or suitable materials, material defects, telecommunication breakdowns or power outages.

22. Governing Law and Jurisdiction.

All matters arising out of or relating to these Terms and the contractual relationship are governed by and construed in accordance with German law without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction – including international jurisdiction - other than German law. Place of jurisdiction for all disputes arising from the contractual relationship is our registered office in Gunzenhausen, Germany. However, we are entitled in all cases to take legal action at your place of business. Overriding statutory provisions, in particular, exclusive jurisdiction, shall remain unaffected.

23. Dispute Resolution and Binding Arbitration.

(a) **IN THE EVENT THAT SECTION 22 IS NOT APPLICABLE BY LAW, THE FOLLOWING RULES SHALL APPLY.**

(b) **YOU AND WE AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES VIA THE SITE WILL BE RESOLVED EXCLUSIVELY AND CONCLUSIVELY BY BINDING ARBITRATION.

(c) The arbitration will be administered by the American Arbitration Association („AAA“) in accordance with the Consumer Arbitration Rules (the „AAA Rules“) then in effect, except as modified by this section of this Agreement. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

(d) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver, and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found to be unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

24. Severability.

If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

25. Entire Agreement.

These Terms, any license agreement relating to any product or service you obtain on or via the Site, our System Policies, and any domain name registration agreement you obtain on or via the Site will be deemed the final and integrated Agreement between you and us on the matters contained in these Terms.

CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

Hetzner Online GmbH
Industriestr. 25
91710 Gunzenhausen
Germany

Tel.: +49 (0)9831 505-0
Fax: +49 (0)9831 505-3

E-Mail: info@hetzner.com