

General – Scope

1.1 The following terms and conditions apply to all business relationships between the customer and Trending, following named as “us”. The governing law is that which was valid when the contract was put into effect.

1.2 Dissenting, conflicting or additional customer terms and conditions, even if acknowledged, are not part of the contract unless their validity is expressly agreed upon.

1.3 The various top-level domains (“domain suffixes”) are administered by a multitude of different, mostly national, organisations.

2. Conclusion of the contract

2.1 Our offers are subject to change. We reserve the right to make technical and other changes within reason.

2.2 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.

2.3 We are entitled to accept the offer of a contract (the order) within a period of 5 working days after receipt. We are also entitled to reject the order after examining the reliability of the customer.

3. Scope of services

3.1 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 the domain. A liability and warranty for the actual allocation of ordered domain names is therefore excluded.

3.2 We guarantee an annual average of 99% network availability for the infrastructure of our computer center. If the security of the power supply network or the maintenance of network integrity is in jeopardy, we can temporarily restrict access to the service as required.

3.3 The services offered are those valid at the time of the order based on the offer information, the order form and the applicable monthly special offers.

3.4 If the customer wishes to be registered with search engines (online search engines of Internet content), we are only responsible for mediation. The operators of the search engines are solely responsible for the date and time of the admission to the search engine.

4. Data integrity

4.1 Where data is transmitted to us, the customer is to back up their data regularly. The server will be backed up regularly by us when this is part of the offer. In the case of data loss, the customer must transfer the respective databases to us again free of charge.

4.2 The customer is obliged to carry out a complete data backup before any changes are made.

5. Privacy

5.1 Our data protection practise conforms to the Federal Data Protection Act (BDSG) as well as the German Teleservices Act (TMG).

5.2 Personal data of customers will only be collected and used, if they are required for the creation, content arrangement or modification of the contractual relationship. The client is obligated to update these data in its online administrations area.

5.3 The 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 newsletter, if the client so wishes.

5.4 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.

5.5 The client has the right to information and a right to amend, to suspend or to delete his saved information. If deletion conflicts with a legal or contractual duty to save information, or other legal grounds, the information will be made inaccessible.

6. Published Content

6.1 It is the customer's responsibility to identify the Internet content as their own or as third-party content. The customer's full name and address must be present. Further obligations may result from the provisions of the Telecommunications Act and Teleservices Act. The customer is obliged to examine these provisions and to comply with them.

6.2 The client undertakes not to publish content that may violate the rights of third parties or otherwise 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.

6.3 The sending of spam mail is forbidden. This includes in particular the sending 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 the access if it is not respected.

7. Liability

7.1 For direct damages, secondary damages or lost profits due to technical problems and disturbances within the Internet that are not in our sphere of influence, we assume no liability.

7.2 With regards to contractors, we are not liable for minor negligence of contractual obligations. This does not apply to all cases of personal injury and is in accordance with the product liability law.

For indirect damages and loss of profits, we are liable only in cases of intentional or gross negligence. In this case we are liable only for the contract-typical predictable damage, a maximum of 100% of the annually fee.

7.3 If the customer's web content is in violation of paragraph 6 of obligations, particularly in violation of legal prohibitions or morality, they shall be liable to us for all of the resulting direct and indirect damages, including property damage.

In addition, the customer agrees to free us from all claims by third parties – no matter which kind – that may result from illegal internet content. The exemption obligation includes liability for all legal defence costs (e.g. court and attorneys' fees).

8. Terms of payment

8.1 Depending on the contractual agreement, a monthly, quarterly or annual account will be issued. Monthly payments are conducted solely by issuing a debit authorization. All other payments are carried out through issuing an invoice. Payment is due immediately upon receiving the invoice.

8.2 We are entitled without warning to deduct default interest on all overdue payments as indicated on the invoices.

If the client is a consumer/end-user, the amount of interest charged will be 5 percentage points above the base rate. If the client is a contractor/business, the interest charged will be 8 percentage points above the base rate.

8.3 We are also entitled, in case of default payments, to block the internet presence of the customer and to block all other functions.

8.4 Invoices are sent by Email as attachments, on request with qualified signature. To receive invoices by ordinary post we are entitled to charge a reasonable service fee. For retrospective changes to invoices, which come about due to no fault of ours, we are entitled to charge a reasonable service fee.

9. Contract duration/cancellation/place of execution

9.1 Where not otherwise contractually agreed, the contracts are in place for an indefinite period of time.

9.2 The contract is cancellable without giving reasons by both parties at any time during a period of 30 days to the end of the month, but at the earliest on expiry of the minimum contract period stipulated in the contract. A cancellation can only be done in writing by letter, fax or via the secure online client area on <https://trendingServers.com>, provided this option is available.

9.3 We are also entitled to terminate the contractual relationship for good cause without notice. One important reason for termination would be in the case of two consecutive months that the customer did not pay a substantial part of the compensation owed. Another important reason, among others, can also be that the customer contravenes or ignores warnings about infringement of the requirements of section 6.

Another important reason, that can result in block or determination without notice, may be that the customer uses content, which affects the performance or the safety of the server.

9.4 The place of business for all services under this contract is Haaksbergen, Netherlands. Jurisdiction for all disputes arising from this contract is for the relevant local Haaksbergen court if the customer is a contractor, a legal entity of public law, or public legal special fund.

The same applies if the customer does not have general jurisdiction in the Netherlands or when the domicile or habitual residence at the time of the action is not known. We are also entitled to take legal action in the country of residence of the customer.

9.5 If the client intends to devolve his contractual rights to another person, he requires our consent. Devolution of contractual rights can only be done in writing by letter, mail or via the secure online client area, provided this option is available. When devolution is carried out by letter or fax, the previous and the new contract partners must both provide a signature.

10. Rules for reseller

10.1 The customer is entitled to third-party contractual rights using the internet presence provided to him by us. In this case, the client still remains the sole contractor. The client is committed to all the terms of the contract, arising from the terms and conditions as well as from our order forms, passing these on to all third parties and obliging them to comply with the terms. This also applies to the requirements in section 1.3 of these terms and conditions.

10.2 When changes need to be made regarding the participation acts of third parties, the customer is obligated to cooperate. The customer will provide us with the third party's address and contact details on request. We are entitled, in the case of changes, to contact third parties directly to demand their written agreement to the changes.

10.3 The customer is responsible for all third party contractual violations. The customer is financially liable to us for all damages resulting from third party violations. In addition, we are exempt from liability for all claims which may arise from third parties and others.

11. Cancellation terms

11.1 Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period will expire after fourteen days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Trending, Adriaen Brouwerstraat 5, 7482 ZH Haaksbergen, The Netherlands, Telephone: +31 85 301 23 66, email: support@trendingservers.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, Email or via the secure online client area). To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

11.2 Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of service during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

12. Queries and complaints

Queries and complaints should be addressed to Trending, Director J Leenheer, Adriaen Brouwerstraat. 5, 7482 ZH Haaksbergen, The Netherlands.

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