betterNet

Terms and conditions for our services

As of April 13, 2022

betterNet e.U.
Wlassakstraße 37/3
1130 Vienna
Austria

www.betternet.rocks

Table of contents

(1) General

1.1. These General Terms and Conditions (hereinafter referred to as **GTC**) are an integral part of all services provided by betterNet e.U. and all contracts in written and electronic form between betterNet e.U. (hereinafter referred to as **betterNet**) and the client (hereinafter referred to as the **Client**).

1.2. These GTC apply to all current and future services provided by betterNet to the Client, even if no explicit reference is made to the GTC when an estimate is provided by betterNet and accepted by the Client, or when a contract is concluded between the parties.

1.3. The Client will be notified of any changes to the GTC by e-mail. If the Client does not object within four weeks, they shall be deemed to have been agreed.

(2) Estimates, offers and conclusion of contracts

2.1. **Estimates** that have not been accepted by the Client are subject to change and non-binding.

2.2. In principle, estimates from betterNet are valid for 14 days from their date of issue. Estimates are equivalent to an **offer** from betterNet to the Client.

2.3. The conclusion of a **service contract** is always preceded by a non-binding initial meeting between betterNet and the Client. A service contract is established when betterNet has submitted a written estimate to the Client and this has been accepted by the Client in writing or by e-mail or by signing a contract within 14 days of the date of issue.

2.4. Subsequent changes to the scope of the service contract by the Client require written approval by betterNet and will be charged additionally according to the actual working hours.

(3) Description of services

3.1. The scope of the services to be provided are based on the service description in the estimate accepted by the Client. If a detailed service description is omitted or if individual services are unclearly defined, it is at the discretion of betterNet how and to what extent these services are to be executed.

3.2. Information provided by the Client regarding its existing IT infrastructure, web hosting capabilities, planned hardware changes or functional aspects are not checked for accuracy by betterNet. The Client is solely responsible for the correctness of this information.

(4) Domains and web hosting

4.1. In the area of domain management and web hosting betterNet acts as a reseller, thus as an intermediary between the Client and the hosting provider. The registration of a domain can be arranged by the Client himself or by betterNet after the Client has issued an according mandate.

4.2. betterNet has no influence on the fact that the desired domain is assigned to the Client by the responsible registry. If the domain is registered successfully, the Client will be registered as the domain owner with all rights and obligations.

4.3. For domains and web hosting, the GTC of the third party (hosting provider and domain registry) apply.

4.4. Unless otherwise agreed in writing or by e-mail, the invoicing of the domain management and web hosting services is done through betterNet.

4.5. The termination of a domain management or web hosting service will result in the deletion of all data after the termination has come into effect. The Client is responsible for any backup of the data, except betterNet is instructed to do so. Such a service request will be charged separately by betterNet based on the actual working hours.

(5) Linking and reference

5.1. Unless otherwise agreed in writing or by e-mail, betterNet reserves the right to place a link to their website on the individual pages of the Client's website free of charge. This link consists of either a graphic or a text and will be integrated into the appearance of the Client's website in such a way that it is not disturbing. For a pre-determined amount, the Client has the option to have this link removed by betterNet. Otherwise, the client is not entitled to remove these references.

5.2. Furthermore, betterNet reserves the right to display projects commissioned by a Client as a reference, including a description, on betterNet's website.

(6) Acceptance by the Client

6.1. The design of a website takes place either:

  - on a staging environment provided by betterNet, which is migrated to a web server announced by the Client after his acceptance OR
  - on a web server maintained by betterNet in the name of the Client.

6.2. The design and implementation of a website must be accepted by the Client by writing or by e-mail before ownership for the website is transferred to the Client.

6.3. Any defects of a website shall be reported immediately, but no later than 7 days after the acceptance. betterNet will correct the complaints as quickly as possible.

Changes after the acceptance are subject to a charge based on the actual working hours.

6.4. The Client is obliged to accept the website, provided that the service provided by betterNet meets the requirements described in the estimate. If the Client does not specify a web server for the installation, the website shall be deemed completed and accepted even without explicit acceptance if the services according to the estimate were provided by betterNet on a staging environment and the Client has not expressed any defects in writing or by e-mail for 14 days.

6.5. The installation of a Cloud@Home system must be accepted by writing or by e-mail by the Client.

6.6. Any defects of a Cloud@Home system shall be reported immediately, but no later than 7 days after the day of its installation. betterNet will correct the complaints as quickly as possible. Changes after the acceptance are subject to a charge based on the actual working hours.

(7) Prices, invoicing and payments

7.1. All prices provided through estimates, invoices, in written or verbal communication, as well as on betterNet's website are net prices. The prices and terms of payment agreed upon through the estimate are always decisive.

7.2. The invoice will be sent to the Client after the completion of the service contract. This applies to service contracts without ongoing support, but betterNet is entitled to issue interim or partial invoices during the service contract period.

7.3. Service contracts for domain management and web hosting services will be invoiced monthly or yearly in advance, unless otherwise agreed in writing or by e-mail.

7.4. Invoices will be sent to the Client by e-mail (in PDF format).

7.5. Unless otherwise agreed in writing, the invoice is due no later than 14 days from the invoice date and without deduction. In case of non-compliance with the payment deadline, interest on arrears in the amount of 10 % and reminder fees in the amount of 10 Euro per reminder will be charged. Furthermore, the defaulting Client shall bear all costs incurred by betterNet which are necessary and useful for appropriate legal prosecution and judicial or extrajudicial collection. The amount of these costs shall be based on the usual and legally applicable rates of the respective interveners. The assertion of a higher damage caused by delay remains reserved. Until full payment of a service contract invoice, the material and immaterial goods remain the property of betterNet. The legal process remains unaffected.

(8) Obligations of the Client

8.1. The Client must ensure that the graphics, texts, documents, and data transmitted for the realization of the service contract do not violate any copyrights or other rights of third parties. betterNet is not liable for any violations of these rights. The responsibility lies solely with the Client.

8.2. Furthermore, the Client provides the information (e.g., login details, texts) and files (e.g., graphics, images, videos) required for the realization of the service contract in a timely manner.

(9) Data protection

9.1. With the acceptance of the estimate the Client agrees that data about his person or organization is transmitted to third parties within the scope of necessity. This applies particularly to the transmission of data necessary for the registration and/or the management of a domain, whereby these may subsequently become public. Furthermore, this applies to the transfer of data to cooperation partners of betterNet for the fulfillment of the service contract.

9.2. It is the responsibility of the Client to ensure that data protection is observed on the Client's website, server, or livestream. Any violations arising from this point shall be borne by the Client and betterNet shall be indemnified and held harmless in this respect.

9.3. The Client agrees to the storage and processing of his personal and organizational data within the customer relationships management system "ClickUp" that is used by betterNet.

(10) Licenses

10.1. In some cases, betterNet provides the Client with license keys from third party providers free of charge for the duration of the service contract. This applies mostly to the use of paid themes and plugins for the content management system WordPress. If the service contract between betterNet and the Client is terminated, the free right of use of the relevant license keys by the Client expires with immediate effect. This may result in a website not functioning properly anymore. To counteract this, after the termination of the service contract with betterNet, the Client has the option of acquiring permanent use of the relevant license key from betterNet.

10.2. License keys from third party vendors are only rented out to the Client by betterNet. Payments for these licenses by the Client do not grant him ownership over the linked software products.

(11) Termination

11.1. The termination of a service contract by the Client is possible at any time without giving reasons and is to be addressed in writing to betterNet e.U. (to the business address stated in the imprint on betterNet's website) or by e-mail to contact@betternet.rocks.

11.2. If a service contract has not been fulfilled at the time of termination the services provided by betterNet up to that point will be invoiced and charged to the Client according to the actual working hours and not based on the accepted estimate. The termination takes effect immediately - except for longer-term service contracts, which are regulated separately in 11.3.

11.3. Termination of a longer-term service contract – i.e. contracts with payments in advance – by the Client (for example for web hosting services) takes effect from the following month of the respective month up to which the advance payment was made. A refund is not possible, as the services have already been provided.

11.4. An automatic termination comes into force when the agreed performance period of a service contract has ended.

11.5. An extraordinary termination will be executed on the part of betterNet if the Client violates these GTC despite repeated warnings.

(12) Secrecy

12.1. betterNet agrees to keep confidentiality about all knowledge of business matters as well as business and trade secrets provided by the Client for the provision of services.

12.2. betterNet is entitled to process personal data of the Client entrusted to it within the framework of the business relationship and to reference projects.

(13) Warranty

13.1. Any defects in the completed website or the installed Cloud@Home system must be reported to betterNet immediately, but no later than 7 days after acceptance or installation, and described in such a way that they can be traced. betterNet will correct the complaints as quickly as possible

13.2. Errors and defects caused by external influences (including unauthorized access via the internet), operating errors, components or products of third parties, computer viruses – of whatever kind – or changes, additions or other manipulations not carried out by betterNet are generally excluded from the warranty. In principle, betterNet cannot be held responsible for recourse payments and damages.

13.3. Any warranty is void if the Client changes or redesigns the website delivered by betterNet in any form or if the Client changes the configurations of its Cloud@Home

systems as provided by betterNet, this also includes updates of the hardware and software components.

(14) Liability

14.1. betterNet is only liable for intent and gross negligence. Liability for slight negligence, compensation for consequential damages and financial losses (such as loss of data and consequential damages resulting therefrom), savings not achieved, loss of profit, loss of interest and damages from third party claims against the Client shall be excluded. The existence of intent or gross negligence must be proven by the injured party.

14.2. betterNet is not liable for damages in connection with the use of the services provided. Any liability for consequential damages is excluded. Furthermore, the Client is solely responsible for the content of his website and livestream.

14.3. betterNet is not liable for disturbances and damages caused by faulty software (e.g., CMS systems), which are not caused by betterNet.

14.4. betterNet assumes no liability for loss of data. Unless otherwise agreed in writing or by e-mail, the Client is responsible for data backups.

(15) Exoneration reasons (force majeure)

15.1. Circumstances independent of the will of the parties (force majeure), such as fire, mobilization, seizure, embargo, severe illness, and the like, grant betterNet the right to be released from the performance of the service contract.

(16) Final provisions

16.1. Deviations from these GTC are only effective if they are agreed in writing or by e-mail in advance. The legal successors of betterNet's Clients are also bound by obligations arising from service contracts concluded based on these GTC.

16.2. Should these GTC contain an invalid provision, the remaining provisions will not be affected. In this case, the invalid provision should be replaced by an effective one.

16.3. Vienna (Austria) is agreed as the place of jurisdiction. For delivery and payment, the place of performance is the registered office of betterNet, even if the delivery takes place at another location. Austrian law shall apply.