

# Standard Terms and Conditions

As of: 01/01/2016

## A. Area of Applicability

These Standard Terms and Conditions ("T&Cs") summarize the principles surrounding the use of the hosting services of the *LimeSurvey* software offered by IT Consulting Marcel Minke, Sögeler Str. 27, 30539 Hannover (hereinafter referred to as "provider").

This includes installations that are hosted on the IP address **37.61.203.152**:

- Subdomains under mysurveyhosting.com
- Subdomains under asks-questions.com
- Personal domains registered for customers under the IP address **37.61.203.152**

The customer automatically agrees to these Terms and Conditions by using his installation of LimeSurvey. The provider reserves the right to modify these T&Cs with binding future effect and shall inform the customer of any such modifications via email.

## B. Services Provided and Support

1. The provider supplies the customer with an individual installation of the *LimeSurvey* software with all of the version-specific features documented on [www.limesurvey.org](http://www.limesurvey.org). There are no restrictions in terms of:

- the types of questions available
- the number of surveys
- the number of questionnaire participants
- the formats available in Limesurvey for data export

2. Free support is offered on the LimeSurvey forums (<https://www.limesurvey.org/de/forum>) and the Limesurvey chat (<https://www.limesurvey.org/en/community-services/live-chat>). This support is supplied by the LimeSurvey community and not by the provider.

The provider will supply its clients with support in all matters relating to LimeSurvey upon request and this support shall be subject to charge. The related costs shall be communicated to the customer upon request and based on the details of the inquiry.

Support for problems with the provided technical infrastructure (hosting) is free of charge.

## C. Costs

1. All price increases shall be communicated to the customer by the provider by email one (1) month in advance and have no retroactive effect.

2. The customer may test the installation until the end of the respective month for free.

3. In addition to a one-time fee for the provision of Limesurvey installation, monthly costs for the use of the services will incur. The most up-to-date costs are documented at <http://www.limesurvey-consulting.com/hosting/>. Currently (as of December 2014), the monthly cost for hosting amounts to \$ 24 (excluding VAT).

4. In addition, the provider shall supply the customer with additional features such as the use of a personal domain or automatic daily database backups at additional monthly costs. The prices can be found at the aforementioned website.

5. The customer may request an update of their Limesurvey installation to be performed by the provider after consultation with the customer. The resulting cost corresponds to three monthly hosting fees.

#### **D. Billing and Termination**

1. The settlement for hosting service shall always be supplied by the provider after the end of the year. The customer shall receive financial statements for the past year in January of the following year by email.

2. The customer is required to submit a valid email address and billing address to the provider for the billing process. The customer shall immediately notify the provider of changes to contact and billing information without being asked.

3. Termination of hosting is possible at any time by email and will take effect upon the receipt of an email confirmation by the provider. In this case, settlement will occur after termination. Costs for the current month will not be billed regardless of the date of termination (beginning or end of the month).

4. The provider is entitled to delete any content submitted by the customer upon termination of access rights. The customer is not entitled to claim a disclosure or other transfer of the content they have submitted. Data that may be required by the customer at a later time should therefore be saved and/or exported by the customer within an appropriate timeframe before termination.

#### **E. Access Rights and Terms**

1. The provider allows the customer to take advantage of the hosting and any other potential services offered within the duration of the access rights and grants the customer the simple and non-transferable right to do so.

2. The provider shall supply the customer with an installation of Limesurvey with full administrative rights and inform the customer of login data for the admin user after installation. The customer is required to change their password after installation, to keep the access data private and to not disclose it to third parties. If third parties nevertheless become aware of any unauthorized access data and/or password, the provider shall be informed immediately.

3. Access right to the software is only granted to the customer. The customer is not permitted, without the consent of the provider, to perform multiple registrations or to make the system available to third parties.

The provider reserves the right to regularly check existing installations for such violations and to collect additional monthly fees for non-compliance.

4. The provider shall indefinitely supply the customer with the installation for a monthly fee, but is entitled to terminate access right to the services without further explanation. A termination by the customer may also occur at any time (see section D, "Settlement and Termination," number 3) without further explanation.

5. Furthermore, the provider is entitled to terminate the hosting and any related services offered or parts thereof at any time and without prior notice. To the same extent, the access right of the customer shall end automatically.

## **F. Backup and Accountability**

1. The responsibility for data backup lies solely with the user.

2. Upon request, the provider shall supply a fee-based automated daily backup of the system's database and explicitly recommends the use of this additional service.

The monthly fee is currently (as of December 2014) \$ 12 and the most up-to-date fees can be found at <http://www.limesurvey-consulting.com/hosting/>.

Even with the use of this automated data backup service, it is possible that data entered after the last backup may be lost due to a system failure.

3. A failure of the provider's system may result in data loss. In this case, there is no liability on the part of the provider if the system failure and the resulting data loss is not a result of intent or gross negligence.

4. The provider shall supply the customer with an installation with the purpose of conducting surveys within a regulated framework. Should the service be abused by a user, for example through excessive use of resources, if the user employs the emailing system for email advertising or interferes with the operation of other users, the provider reserves the right to terminate the access right of that user without prior notice.

## **G. Availability of the Installation**

1. The customer acknowledges that the provider assumes no liability or guarantee for the availability of the hosting services offered. The provider reserves the right to terminate the hosting and/or other services offered without prior notice, in whole or in part, or to limit the availability thereof.

2. The provider accepts no responsibility for the use of the hosting service offered at any given time and/or without interruption.

## **H. Liability**

1. The provider shall be liable only for damages caused by intentional or grossly negligent breaches of contract. Liability for damages based on a slightly negligent breach of contract is excluded to the extent permitted by law. If any disclaimer based on a slightly negligent breach of contract is not possible (possibly in terms of so-called cardinal obligations), the liability of the provider is limited to damage that is typically foreseeable at the conclusion of the contract.

The liability of the provider for injury to life, body or health in accordance with product liability legislation remains unaffected. The foregoing limitations of liability apply even in the case of breaches of duty on the part of legal representatives or agents of the provider.

2. Claims against the provider expire after 12 months after their inception. Excluded are claims that are based on an intentional or wrongful act and that involve a liability accounted for by product liability legislation.

3. The risk of interference by third parties, through manipulation of or infringement on the customer's system, lies with the user unless the provider contributes to any damage with intent or due to gross negligence. The provider nevertheless agrees to take measures against such manipulation or infringements to the extent that is technically possible and reasonable or proportionate to the effort involved therein. The provider shall also supply the customer with any data, which is necessary for claims for damages against third parties.

4. The foregoing limitations of liability also apply to companies affiliated to the provider and to the personal liability of employees, representatives, shareholders and agents of the provider and/or with companies affiliated to the provider.

## **I. Jurisdiction and Effectiveness of the T&Cs**

1. Exclusively the legislation of the Federal Republic of Germany (excluding the CISG) shall be applied for these T&Cs and the entire legal relationship between the provider and the customer. Place of fulfillment and, to the extent permissible, place of jurisdiction is Hanover.

2. Any ineffectiveness of individual terms of these T&Cs shall not affect the validity of the remaining provisions. Invalid or voided provisions shall be replaced by ones whose content and purpose serve the economic intent; the same applies to any loopholes in these T&Cs.