dihost

General Terms and Conditions

Valid from 01.03.2021 for all DIHOST customers

1. Application of Terms

1.1. These terms and conditions govern the legal relationship between DIHOST e.U., Olympiastr. 9, 6020 Innsbruck ("DIHOST" or "provider" in the following text), and their customers, using the services of DIHOST.

1.2. Reservations, amendments, verbal agreements or amendments to these General Terms and Conditions are only valid if made in writing.

1.3. These terms take effect from the moment of the use of the website or the date of electronic acceptance – and for the first and all further orders.

2. Conclusion of Contract

2.1. Basis for the conclusion of an agreement is the respective proposal by DIHOST or the order of the customer, stating the scope of services and remuneration. All offers are subject to change and non-binding.

2.2. The contract governing the use of services is formed when DIHOST accepts the customer's order for the provision of services.

2.3. The customer ensures that all data he or she provides for the sake of order are correct and complete.

2.4. The customer is obliged to notify DIHOST of any change in his or her personal data or in any other data provided to DIHOST.

3. Duration, Amendment and Termination

3.1. The contract term runs for twelve months, unless otherwise stated.

3.2. The contract term selected at the time of order (if offered) is binding for both parties.

3.3. Exceptions to this terms (3.1 and 3.2) are grounds for termination without notice.

3.4. Both dismissal with and without notice must be in written form to be valid (postal letter, e-mail or cancellation form).

3.5. All services must be cancelled individually – also if ordered as a bundle.

3.5.1. When using the cancellation form in the DIHOST client area to cancel a service, the customer can decide if he or she wants to cancel the coherent services (if any).

3.5.2. In case of cancellation by postal letter, each service must be canceled individually.

3.6. If the customer has purchased a service that includes a free domain name, and the service is canceled, the regular price for the domain name will be charged (or deducted from the refund amount).

3.7. The customer is obliged to cancel any active payment subscription for a canceled service.

4. Billing and Payment Policy

4.1. The services of DIHOST are depending on the chosen method of payment, payable in advance.

4.2. Two weeks before the end of the current billing cycle the customer receives the subsequent invoice, enabling him to renew any service listed on the invoice.

4.3. If any outstanding invoice is unpaid one day past due, related services will be suspended automatically, and a dunning charge of 1.00€ will be charged per unpaid invoice.

4.4. If any outstanding invoice is unpaid two weeks past due, related services will be canceled and terminated automatically.

4.4.1. Any automatically terminated service cannot be restored, unless an automatic backup still exists. A backup restore is billed separately.

4.4.2. DIHOST shall not be held liable for any indirect and direct damage or loss suffered by the customer as a result of an automatic service termination.

4.4.3. The customer is solely liable for any loss of domain rights suffered by the customer as a result of not renewing a domain name on time.

4.4.4. After this time no further invoices will be issued by DIHOST.

4.5. DIHOST charges EU-based customers for VAT using the tax rate effective in their respective countries.

5. Obligations of the Provider

5.1. DIHOST provides a number of services and products to its customers, which specification can be reviewed in the description of the related service.

5.2. DIHOST strives to provide its services without disturbance and interruption, within the scope of its operational resources. Foreseeable and planned interruptions of the services will be announced.

5.3. DIHOST guarantees availability of the network for the services – if not stated elsewhere – of 99% on an annual average. Unforeseeable events are excluded from this assessment.

5.4. DIHOST shall be entitled to temporary deny access to services as long as maintenances are carried out.

5.5. DIHOST is entitled at its own discretion to render services itself or to subcontract any part of the services to third parties.

5.6. Any service offered free of charge can be cancelled by DIHOST at any time, if announced at least 14 days in advance.

6. Obligations of the Client

6.1. The customer ensures that all data he or she provides for the sake of order are correct and complete.

6.2. The customer is obliged to notify DIHOST of any change in his or her personal data or in any other data provided to DIHOST.

6.3. The customer undertakes to notify DIHOST without delay of any interruptions of services that they become aware of.

    6.3.1. The customer shall be obliged to support DIHOST using reasonable efforts to eliminate any defects.

6.4. The customer shall on a regular basis make backup copies of all data he or she transfers to any service provided by DIHOST. In the event of loss of data, the customer shall restore all data and configurations free of charge.

    6.4.1. Backup copies may not actually be stored on the server.

6.5. The customer shall ensure that the content that can be accessed via his or her domain do not breach any regulations or infringe the rights of third party authors.

6.6. The customer shall be obligated to make only permitted contents accessible. The following contents are prohibited:

    6.6.1. Unauthorized entry into third party systems (Hacking)

    6.6.2. Hosting or spreading viruses of all types

    6.6.3. Using the server for unwanted e-mail (spam) or harmful software sending

    6.6.4. Using the server to disturb third party systems (DoS)

    6.6.5. Performing any kind of other illegal activities

6.7. It is the customer's responsibility to renew products and especially domains in good time, regardless of whether a pro-forma invoice has been issued by DIHOST or not. If no pro-forma invoice has been created for the renewal of the product/domain, the customer must contact DIHOST on time.

7. Liability

7.1. DIHOST strives to provide its services without disturbance and interruption, within the scope of its operational resources. However, DIHOST makes no guarantee and accepts no liability for any profit loss or damage caused by service interruptions or data loss.

7.1.1. The liability for consequential damages and lost profits is excluded.

7.2. DIHOST shall not be liable for any loss or damage arising out of customers using DIHOST services.

7.2.1. The customer is responsible for all damages himself and is liable to the full extent.

7.3. The customer undertakes to release DIHOST from all possible claims of third parties which are based on unlawful or legally violating acts or activities of the customer.

8. Terms specific to Domain Name services

8.1. The customer warrants that all information submitted during order or account creation is accurate, current and complete, and that he or she will keep the account and service information accurate, current and complete.

8.2. It is the customer's sole responsibility to fully investigate and ensure that the domain name he or she registers does not infringe on the legal rights of others.

8.3. By using the DIHOST domain name services, the customer agrees to be bound to 1API GmbH's and each registrar's terms and conditions.

8.4. Domain name service charges cannot be refunded (section 5 Austrian Consumer Protection Act, KSchG).

8.5. It is the customer's sole responsibility to renew any domain prior to the expiration date.

8.5.1. Domain names are not renewed automatically. DIHOST will notify the customer by e-mail several times before they expire.

8.5.2. Domain names will be deleted after expiration date – or if applicable – after the domain's grace period.

8.5.3. Deleted domain names will be available again for registration. The customer loses all rights to the domain.

8.5.4. The customer undertakes to indemnify DIHOST against all claims for damages and losses resulting from the customer's failure to renew a domain name.

8.5.5. In the case of a free domain registration or renewal (which is linked to an associated hosting package), it is the customer's responsibility to ensure that the domain is shown on the invoice (that is used for the renewal of the associated hosting package) so that it is renewed when the hosting package is paid for.

8.6. All domain name service requests are transmitted to 1API GmbH, EURL NETIM, NINET COMPANY D.O.O, MARcom or Iskon Internet d.d. based on the domain ending.

8.7. The customer or domain name owner expressly authorizes DIHOST (and its main registrars) to act as a designated agent in order to

confirm changes to the WHOIS information in the name of the customer. This regulation is based on the ICANN transfer policy.

8.8. Any change of registrant's information – as defined by ICANN's transfer policy – will subject the domain to a 60 days' transfer lock.

8.9. A free registration, transfer or renewal of a domain (together with a qualified hosting product) is subject to certain requirements:

8.9.1. The domain is bound to the purchase of a qualified hosting product.

8.9.2. With the termination of the associated qualified hosting product, the customer loses the right to a free renewal of the domain (see 3.6).

8.9.3. Unless otherwise stated, all domain extensions whose registration and renewal costs do not exceed € 9.90 (net) can be registered or renewed free of charge.

8.9.4. If the registration or renewal costs of the customer's desired domain exceed the price of € 9.90 (net), a discount on the registration or renewal of the domain can be granted by DIHOST after contacting DIHOST beforehand. Whether and in what amount a discount is granted is at DIHOST's discretion.

8.9.5. Unless otherwise stated, domains are renewed with every renewal or payment of the associated qualified hosting product.

8.9.6. Only one domain can be registered/renewed per qualified hosting product and payment.

8.9.7. The domain must be defined as the main domain of the hosting product (add-on and parked domains are not qualified, for example).

8.9.8. An already registered domain that is to be assigned to a qualified hosting product in order to benefit from the free extension can only be assigned as the main domain or renewed free of charge, if the expiry date of the domain is later than that of the qualified hosting product, and no other domain has been registered or renewed since the hosting product was last renewed.

9. Terms that apply to Shared Hosting services

9.1. These terms apply to Shared Hosting, Cloud Hosting, E-Mail Hosting and VPS services.

9.2. The customer assures that any content published on DIHOST services does not infringe Austrian law nor any other relevant national legislation (copyright, trademark, data protection law, …).

9.2.1. DIHOST reserves the right to permanently or temporary block access to services that appear to be dubious in this respect.

9.2.2.   Upon presentation of a suitable document of proof, DIHOST will revoke suspension of blocked services.

9.2.3.   The customer is obliged to release DIHOST from any third party claims for compensation resulting from impermissible content published by the customer.

9.3.   The customer shall ensure that uploaded files (including scripts, databases, programs, …) do not affect server stability, performance or availability of services.

9.3.1.   DIHOST is entitled to terminate or suspend such services without warning and with immediate effect.

9.3.2.   DIHOST reserves the right to promptly and without warning suspend or terminate any suspicious service.

9.4.   Sending unwanted e-mails (spam) is not tolerated.

9.4.1.   DIHOST reserves the right to suspend any service that excessively sends unwanted e-mails (spam).

9.5.   The terms "unlimited" and "unmetered" are defined by our fair-use policy.

9.5.1.   The use of our resources may not exceed that of similarly situated customers. DIHOST reserves the right to temporary suspend such services without notice. DIHOST will get in touch with the customer for further instructions.

9.6.   Files deemed unnecessary for core website functionalities will be deleted and cannot be hosted on DIHOST services (e.g. backups, nextCloud, …).

9.7.   Following terms apply to VPS hosting services:

9.7.1.   Already deployed servers cannot be refunded, as they are individually installed for each customer.

9.7.2.   Any server must be renewed before its expiration date. DIHOST reserves the right to terminate any server that is not renewed on time.

9.7.2.1.   A terminated server cannot be restored.

9.7.2.2.   The customer undertakes to indemnify DIHOST against all claims for damages and losses resulting from the customer's failure to renew a domain name.

9.8.   If the customer is granted administrative rights to a server, the customer is responsible for the security of the server and the content it is publishing.

10.   Terms that apply to SSL certificates

10.1.   The customer warrants that all information submitted during order or account creation is accurate, current and complete, and that he or she will keep the account and service information accurate, current and complete.

10.2.   It is the customer's sole responsibility to ensure that the data provided for issuing a SSL certificate is accurate and complete.

10.3.   By using the DIHOST SSL certificate services, the customer agrees to be bound to the SSL authority's terms and conditions.

10.4.   SSL certificate charges cannot be refunded (section 5 Austrian Consumer Protection Act, KSchG).

11.   Complaint procedures

11.1.   Complaint procedures via online dispute resolution for customers (os): http://ec.europa.eu/consumers/odr/.
Customers have the opportunity to use this platform to resolve their disputes.

12.   Miscellaneous

12.1.   The place of performance for all parties is Innsbruck.

12.2.   Any contract shall be governed solely by the law of the Republic of Austria.

12.3.   These general terms and conditions may be changed without advance notice and without obligation to report the change.

12.4.   These general terms and conditions replace all earlier versions.

Innsbruck, 01.03.2021