Terms of Service and Withdrawal Policy for Consumers

Not even we can do without the small print. On this website, you will find the rules for using the Website Kit and other services provided by webme GmbH - the Terms of Service (also called "ToS") governing the contractual relationship between webme GmbH and the natural and legal persons using webme GmbH's services (in the following called "Users").

You can always find the current version of our ToS at:

https://www.own-free-website.com/en/Terms-of-Service.php.

For a printer-friendly version, please click here:

https://www.own-free-website.com/en/docs/Terms-of-Service.pdf

1. Recitals

webme GmbH's Website Kit helps Users to build their own web pages free of charge, without the need for any prior programming knowledge. Professional designs and a number of additional features like guest book and visitor counter have already been included, and Website Kit Users will be provided their own short domain

In addition to the free Website Kit, a number of chargeable Premium Services (hereinafter called the "Premium Services") are available - these include, for example, the registration of an own second level domain (www.yourname.de), or additional web space. Nevertheless, the Website Kit can basically be used independently from these Premium Services and free of charge.

webme GmbH (in the following referred to as "webme"), represented by the Managing Director Mr. Sven Lubek, has its registered seat in Straßburger Straße 55, 10405 Berlin / GERMANY; please find further information such as contact details and commercial register data in our imprint.

2. Scope

a. These ToS apply to theservices provided by webme.

b. In addition, if the subject matter of the agreement is a domain, the applicable Terms and Conditions of the relevant domain name registering organization will apply.

c. webme will in no case accept any covenants related to these ToS, nor any terms and conditions of the User that deviate from these ToS, which will be considered invalid except to the extent explicitly endorsed by webme in text form. The same applies to a waiver of the requirement of the text form.

d. webme may provide the User with tools or software (such as a computer-based editor), which may require the User to accept separate terms of service. In this case, webme will alert the user of such requirement in a clearly recognizable way.

e. The User has no legal claim for closure of an agreement with webme.

f. Without limiting the foregoing, the basic requirement for a registration with webme is a minimum age of 16. Further to this, the future User must possess the necessary maturity and mental capability to understand the consequences of his or her personal data being collected, processed and stored according to § 12 of these ToS and the webme Privacy Policy.

g. By subscribing, the User guarantees webme that he or she has reached the age of 16 and is sufficiently aware of the consequences of the collection, processing and storage of his or her personal data. Underage users also assert a corresponding consent for use of the services of webme given by their legal guardians (usually the parents).

3. Right of Withdrawal for Consumers

A consumer within the meaning of these ToS and the withdrawal policy means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (webme GmbH, Straßburger Straße 55, 10405 Berlin / GERMANY, support@own-free-website.com, phone: 0049 180 5 333 88 3(costs for phone: 0,14 Euro per minute from the German landline, and maximal 0,42 Euro per minute from German mobile phones; other call charges may vary depending on the service provider or the mobile network; callers from abroad pay the costs charged by their providers for international calls), fax: 0049 911 56922541)of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

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.

Effects 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 14 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 services 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.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To (webme GmbH, Straßburger Straße 55, 10405 Berlin / GERMANY, support@own-free-website.com, fax: 0049 911 56922541

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

- Ordered on (*)/received on (*),

- Name of consumer(s),

- Address of consumer(s),

- Signature of consumer(s) (only if this form is notified on paper),

- Date

_____

(*) Delete asappropriate.

4. **Services provided by webme: Website Kit**

   a. webme's Website Kit helps registered Users to build an own webpage free of charge and without the need for any prior programming knowledge. As a Website Kit User you will also be provided with your own short domain.

   b. You can learn more about the exact scope of services provided with the Website Kit from the current version of the Service Description as in effect at any given time, which you can find at https://www.own-free-website.com/en/Service-Description.php.

   c. webme reserves the right to extend, change or limit functions on the following grounds:

      - if the changes are merely beneficial for users;

      - if the changes serve to adjust the services with the applicable law, in particular if the legal situation changes;

- if the changes serve to comply with compelling legal or regulatory judgments;

- the respective change is necessary so far as to close existing security gaps;

- if the changes are of a purely technical or procedural nature with no significant impact for the user. Changes with only an insignificant impact on existing features do not represent "Changes in Service" as understood within limits of these ToS. This applies especially to changes of purely optical kind and mere changes in the arrangement of functions.

d. Using webmes Website Kit requires prior subscription. Sending your subscription constitutes your offer of contract to webme for the conclusion of an agreement for use of the Website Kit. As soon as webme confirms your subscription, an agreement between you and webme is being entered into.

5. **Services provided by webme: Premium Services**

a. The scope of the individual chargeable Premium Services is described in the current version of the Service Description as in effect at the time of your subscription (which can be found at https://www.own-free-website.com/en/Service-Description.php).

b. The User can choose a Premium Service from the range of services offered by webme by clicking the corresponding "upgrade"-button. In order to complete the order the user needs to provide personal and address information, and after clicking the "next"-button to carry out the payment and to complete the order by clicking the "buy now"-button. Before completing the order, the Customer will have the option to view and change the details at any time by clicking the "back"-button.Individual premium services (for example, SEO services) can also be booked separately via the button "buy now".

c. Top-level domains (such as ".com" or ".de") are managed by different organizations that have varying terms and conditions for the registration and administration of domains and differing rules governing domain related disputes. If and to the extent that the subject matter of an agreement is a domain, the corresponding terms and conditions of the relevant registering organization will apply. The contractual relationship related to registration of a domain is established directly between the User and the respective organization or registrar. Regarding domain registration or domain service webme only acts as a mediator between the User and the respective organization or registrar. webme has no influence on the allocation of domains and no liability can be assumed for the actual allocation of the domains applied for on behalf of the User and/or for such domains being free of any third party rights and/or for such domains being permanently available. webme may change the registrar, at any time and without prior notice, to the extent that this may be reasonably expected to be accepted by the User in each case.

d. webme shall send the User an order confirmation containing all details of the order to the specified email address. With the order confirmation, the User shall receive a copy of the ToS including the withdrawal policy. While webme stores the text of the agreement, webme does not make it available on the Internet.

6. Granting of User Rights

a. webme may provide the User with tools, programs, codes or scripts which are subject to industrial property rights of webme and/or third parties. webme grants the User a non-exclusive, non-perpetual license, which may not be sublicensed to third parties, for the term of the contractual relationship.

b. Save as otherwise provided by law, particularly in Section 69 e of the German Copyright Law, the User is not permitted to disassemble or otherwise reduce to a human-readable form such tools, programs, codes or scripts, or use them for other purposes than those contractually agreed. Any other use is subject to webme's express prior permission, at least in text form.

c. With regard to Open Source Software, the provisions of this section will not apply, whereas the according licensing terms will apply exclusively.

d. Apart from that, the licensing terms of the respective software publisher will apply.

e. The use of texts, pictures, audio and audio-visual contents or other contents provided to the User by webme is limited to the term of the contractual relationship and exclusively to the design of the User's own websites subject to the contract. Any other use is not permitted.

7. Granting of Rights on your Content

a. The rights you grant in this license are for the limited purpose of operating, promoting, and improving webme's services.

b. You retain ownership of any intellectual property rights that you hold in that content.

c. When you upload or otherwise submit content to our Services, you give webme (and those we work with) a worldwide license to use, host, store, distribute, reproduce, communicate, publicly display, modify such content.

d. Make sure you have the necessary rights to grant webme this license for any content that you submit to our Services.

8. User's Obligations

a. The personal data requested to be entered during subscription must be indicated completely and truly. The User agrees to update, in each case and without undue delay, the personal data stored by webme should any change of this data occur. The

User will be held liable for any and all losses incurred by webme arising from incorrect or outdated personal data due to misrepresentation by the User.

b. The User agrees to change the passwords allocated by webme for example upon registration without undue delay. The User will keep his/her passwords secret from third parties. webme will not provide such password to third parties and will at no time request the User to disclose his or her password (e.g. by email or on the phone). The User will be held liable for any and all fees and damages incurred by webme through third parties using webme's services arising from a misuse of a password on account of a fault of the User.

c. The User is responsible to take backups upon changes of the data created by him and stored by webme (referred to as "Backup" in the following). Such Backup should never be implemented by the User on webme servers or computers, but only on external storage facilities.

d. The User agrees to comply with applicable law in using the Website Kit and other webme services. webme hereby explicitly notifies the User that the User is solely responsible and liable for any and all websites and any and all domains created or registered by the User. webme is not obliged to investigate the User's websites and/or domains for illegal content of any kind. With no exception, for it is in particular prohibited:

- To publish or distribute contents that violate applicable laws and regulations for the protection of minors, criminal or other laws or accepted principles of morality;

- To publish or distribute contents that infringe copy rights, trademark rights, personal rights or any other third party rights;

- To register domains which constitute an infringement of third party rights or other applicable rights;

- To use the services for purposes of "spamming", e.g. distribution of "junk email", "chain letters" or unsolicited emails of any other kind;

- To send emails providing false sender details or disguise the sender's identity in any other way;

- Automatic readout by third partys of websites created with the Website Kit (e.g. by crawlers or spiders) is only permitted with webme's prior consent.

e. Any and all User activities which aim to disable the functionality of webme's infrastructure or obstruct use of the same are prohibited and may give rise to prosecution under civil or criminal law. In particular, the User is obliged to design his/her website in a way that will not expose webme's infrastructure to excessive load. It is not permitted to partially or wholly integrate any websites that have been created with the Website Kit into other websites (e.g. by using frames). The websites

created with the Website Kit may only be loaded via the short domain allocated by webme or a domain acquired under a Premium Service. Likewise, it is not permitted to include any elements provided by third parties (such as guest books, visitor counters or widgets), unless such elements have been certified by webme. webme is entitled to take offline any and all websites that do not comply with the provisions set forth herein above.

f. webme reserves the right to include webme's and/or third party advertisements on websites created by Users with the Website Kit to the extent reasonable for the user. The User is not permitted to cross fade or in any other way sabotage such advertisements.

    The User is not permitted to include own commercial advertisement on websites created with the Website Kit without webme's express approval. webme is entitled to take offline any websites that do not comply with this provision.If the user has booked a premium service, he is permitted to place advertising.

g. The User agrees to periodically check the emails on his webme account and download them for further reference. webme reserves the right to

    -   Limit the size of inbound and outbound emails to an extent that can be reasonably expected to be accepted by the User;

    -   Use so called spam filters in order to limit the system load and for risk prevention, which may result in incoming or outgoing emails being sorted out.

h. We must point out that making online offers can involve legal obligations, especially information obligations, and that such obligations can also change at any time (e.g. provider labeling, data protection declaration, consumer information in connection with long-distance selling contracts etc.). Non-compliance with such obligations can have consequences in civil and criminal law. You alone are responsible for compliance with these obligations. If users are provided with examples and templates for legal texts, these must be individually checked by the users before they are implemented. webme makes every effort to ensure that the legal texts are applicable in as many cases as possible, but cannot accept liability for their use in individual instances.

i. If users expand their homepages by embedding or otherwise including additional services and contents, including those offered as part of the Website Kit (e.g. social plugins, graphics, video or widgets third parties), users are obliged to check on their responsibility, whether these extensions may be legally used within their site and for their purposes.

j. In the event that there are specific clues that the User is in breach of applicable law, or these ToS or any other agreement with webme or has violated third party rights,

or in case of any other legitimate interest, webme is, in consideration of the legitimate interests of the User and with a reasonable pre-information, entitled to

- Block access to or remove from the web certain contents of the User, where appropriate without prior information to the User;

- Block access to or remove from the web all websites of the User; or

- Block access to a domain.

k. The User will to a reasonable extent cooperate with webme in the registration, transfer and/or deletion of domains, changes in the data base records held by registering organizations and/or a change of providers and/or registrars. The User will notify webme without undue delay if he/she loses his/her domain.

l. Grave or repeated misconduct on part of the User will, in consideration of the legitimate interests of the User, entitle webme to terminate the agreement without notice and may give rise to additional proceedings under civil or criminal law against the User.

9. Chargeable Services and Conditions of Payment

a. A list of the chargeable Premium Services including a price list can be found at https://www.own-free-website.com/en/Service-Description.php.

b. Prices are quoted inclusive VAT.

c. Subscription fees are payable in advance for the term of the agreement, unless a shorter payment period has been agreed.

d. webme may modify prices appropriately upon renewal of a subscription, announced in advance within an appropriate period of at least one month from the start date of the extended agreement.The same is true in case of price adjustments following a change in the value-added tax rate.In the event that the User fails to notify webme of his/her disapproval of such change within a reasonable period as determined by webme, the change will be considered as accepted by the User. If the User notifies webme of his/her disapproval in due time, webme is entitled to terminate the license agreement as per the date on which the amended prices come into effect. webme will alert the User of such change in the announcement.

e. Use-based charges are as well payable in advance for the respective invoicing period, unless the amount of the charge depends on a scope of use that can only be determined according to the actual use. In this case, use-based charges fall due immediately after the respective invoicing period has ended. Use-based charges are in each case based on the current price list as set by webme from time to time according to reasonable discretion.

f. Payments of the User will be made by direct debit or any other means of payment which is accepted by webme and communicated to the User beforehand.

g. For each payment transaction, webme will issue an electronic invoice and avail it to the user for download.

h. In the event of unjustified chargeback of a payment (e.g. in the event that it is back-posted by the bank) or default on payment, webme will in each case be entitled to charge a compensation in the amount of the expenses actually incurred (i.e. postal and bank charges). The User is entitled to proof that no or a considerably smaller damage has been incurred by webme due to the cancellation of the direct debit rests.

i. If and for the period during which the User is in default of payment webme may disconnect the services, as long as the user has been warned beforehand with a period of at least seven working days and has no rights of retention, the outstanding amount is not insignificant and the disconnection is reasonable. Reminders may be emailed or mailed by webme to the address provided to webme by the User.

j. webme is entitled to refrain from activating a domain until payment of the agreed fee for registration has been made in full. To the extent that a domain has been terminated by the User or released subject to a binding court decision in a domain dispute, the User has no claim to a free substitute domain. No charges will be wholly or partially reimbursed upon premature termination, unless such termination was caused by webme's default. The same applies to any other separable Premium Services.

k. The User is only entitled to offset webme's claims against claims which are undisputed or have been determined as legally valid (except for user's claims arising from the deficiency of webme's services).

l. The period for submission of pre-notifications by webme GmbH to the customer within the SEPA Direct Debit scheme is five days for first direct debits and two days for recurrent direct debits.

10. Term and Termination

a. The license agreement for the free Website Kit applies without any time limit and may be terminated by the User any time, also in textform, by webme with two weeks' notice without giving reasons.

b. For avoidance of misuse by third parties, the User is requested to terminate the agreement by changing the settings in his/her account. In case of a termination by webme, such termination will be regularly be effected by a notice by email to the User's email address as recorded by webme.

c. If the User has subscribed to additional Premium Services, the conditions for termination of the agreement will be applied in accordance with the applicable conditions for such Premium Services.

d. The subscription for Premium Services is a twelve months agreement if not otherwise specified. The contract may be terminated by either party with one month's notice to the end of the agreed minimum term. In the event that an agreement for Premium Services is subject to a definite term, such term will automatically extend for an indefinite period of time in each case if it is not terminated with one month's notice to the end of the respective definite contract term. webme is entitled to terminate contracts with a term of up to twelve months at the end of each month by giving four weeks' notice. For contracts exceeding twelve months, webme is entitled to terminate the agreement at the end of each month by giving six months notice. webme reserves the right to verify the identity of the user by reasonable means (e.g. by sending an automatically generated confirmation email to the email address, that was entered by the user in the user's administration area)..

e. Both webme and the User reserve the right to terminate the agreement without notice for cause. Reason for a termination for cause on part of webme will exist particularly in the event that

-   The User seriously violates his obligations under No. 8 of these ToS;

-   The User a) is in default, on two successive dates, of payment of the fees or of a portion of the fees that is not insignificant, or b) in a period of time spanning more than two dates is in default of payment of the fees in an amount that is as much as the amount of fees for two months.

-   Insolvency or bankruptcy proceedings have been filed or instituted against the assets of the User, or a respective application has been rejected due to lack of funds; or

-   webmediscontinuetheirbusiness.

f. In the event that the User fails to request cancellation of a domain upon termination of the agreement, webme may return the domain upon expiry of the agreement and within a reasonable period thereafter to the relevant registering organization. webme hereby explicitly notifies you that in this event the User's payment obligation towards the registering organization may continue. Alternatively, webme may request cancellation of the domain upon expiry of a reasonable period.

g. In the event that the data requested to be entered by the User for a domain registration in accordance with the terms of registration is found to be incorrect and webme is unable to reach the User via the email address provided within a reasonable period, webme is entitled to have the domain cancelled.

h. If a license agreement with a User has been terminated by webme, re-registration of the same User with webme requires webme's prior approval, which must be issued at least in text form (i.e. by email, fax or letter) and include an express reference to the previous termination.

i. The cancellation must be made at least in text form, e.g. online via e-mail.

11. Availability and System Integrity

a. The right to use the services provided by webme depends only on the current state of the technology. webme explicitly notifies the User that 100 per cent availability of websites and other services is technically impossible. Technical problems such as power cuts, or hardware or software problems may temporarily limit availability of the services. The services provided by webme may be limited or affected by circumstances beyond webme's control. This includes in particular acts of third parties not contracted by webme, technical conditions of the internet beyond webme's control, and events of force majeure. Insofar and to the extent that said circumstances affect the availability or functionality of services provided by webme, this will not affect the contractual conformity of such services provided by webme.

b. webme may limit the services to the extent necessary for reasons of capacity limits, security or integrity of the servers or software or to implement technical measures and such limitation serves the due or improved performance of the services (e.g. maintenance work). In so doing, webme will duly consider the legitimate interest of the user, for example - wherever practicable - by providing corresponding information prior to limiting the service. webme will to the best possible extent effect any maintenance work during times when utilization is low.

c. The User agrees not to apply any software, scripts or any other mechanism or measure which could affect functionality or performance of the infrastructure utilized by webme. The User further agrees not to apply any software, scripts or any other mechanism or measure which might result in excessive or unreasonable load upon webme's infrastructure.

d. The User is aware that web based contents storage includes a risk of data loss. In his own interest, the User is responsible to backup his/her contents and data to a sufficient extent.

e. In other respects, the statutory rules for warranty claims shall apply.

12. Limitation of Liability

a. The following exclusions and limitations of liability apply with regard to webme's liability for damage compensation, notwithstanding the other legal claim requirements.

b. webme assumes unlimited liability if the cause of the damage is the result of intent or gross negligence.

c. Furthermore, webme assumes liability for the slightly negligent breach of significant duties, whose breach places the achievement of the purpose of the Agreement at risk, or for the breach of duties whose fulfillment generally enables the execution of the Agreement and on whose compliance they regularly rely. However, in this case, webme shall only be liable for the foreseeable damage that might typically occur under the Agreement. webme is not liable for the slightly negligent breach of duties other than those stated in the above-mentioned sentences.

d. The above-mentioned limitations of liability do not apply for loss of life, bodily injury or damages to health for a defect after assumption of a guarantee for the nature of the product and for fraudulent concealment of defects. Liability pursuant to the Product Liability Act remains unaffected.

e. If webme's liability is excluded or limited, this also applies for personal liability of employees, representatives, agents or assistants.

13. Indemnification

a. The User shall indemnify webme against any and all third party claims arising from or in con-nection with a violation of third party rights by the websites created or domains registered by the User, including any and all defense costs, lawyer's costs and costs of court to the full extent permitted by law. This obligation for indemnification shall only apply to the extent that the User is responsible for the violation of third party rights.

b. In the event of any claims being asserted against webme on the grounds of websites created by the User or any other services provided by webme and taken up by the User, the User shall make available to webme without undue delay correct and complete information as necessary to investigate and defend such claims.

14. Privacy

webme take the protection of our Users' data seriously. Please find more detailed information on data protection and on the type, scope and purpose of collection, processing and use of the personal data required from you to perform this agreement by webme in our Privacy Policy, which can be found at https://www.own-free-website.com/en/Privacy-Policy.php.

15. Alteration of Service or Amendments to the Conditions

a. webmereserves the right to change the ToS at any time with effect from a future date. The changes will be made only on the following reasonable grounds:

- if the changes serve to adjust the ToS with the applicable law, in particular if the legal situation changes;

- if the changes serve to comply with compelling legal or regulatory judgments;

- if the changes are required because of entirely new services or service elements or technical or organizational processes, which require a description in the ToS and if in this case the contractual relationship with the user will not be affected;

- if the changes are merely beneficial for users.

b. In such cases, the User will be notified of the amendment as well as on the consequence in the change notificationand the revised version of the ToS will be sent by email to the User's email address as recorded by webme no later than four weeks before the coming into effect of the amended ToS. In the event that the User fails to notify webme of his or her disapproval of the new ToS within four weeks after having received this email, the amended ToS will be considered as accepted by the User.

c. If the User notifies webme of his/her disapproval in due time, webme is entitled to terminate the license agreement as per the date on which the amended General Terms and Conditions shall come into effect. webme will inform the User of the consequences of his/her failure to notify webme of his/her disapproval together with the notification of change.

16. Waiver

If you breach these conditions and webme takes no action, webme will still be entitled to use its rights and remedies in any other situation where you breach these conditions.

17. Final Provisions

a. webme will submit all information and notices related to the contractual relationship between webme and the User to the User's email address as provided to webme by the User. The User will regularly check this email account.

b. For users who are not consumers (e.g. entrepreneurs) German law applies exclusively.

c. The contractual languages shall be English and German.

d. Sole place of jurisdiction for contracts with merchants, legal entities under public law or special funds under public law is the court competent for webme'sregistered office.

e. Complaint Procedure via Online Dispute Resolution for Consumers (ODR): https://ec.europa.eu/consumers/odr/.
   We are not obliged and not willing to participate in an alternative dispute resolution (ADR) before a consumer complaint office that is appointed as an ADR-entity.