

## 1. General - Scope

- 1.1. The following terms and conditions apply to all business relationships between the customer (hereinafter named as the "client") and Getway LLC, (hereinafter named as "us" and "we"). The governing law is that which was valid when the contract was put into effect.
- 1.2. Dissenting, conflicting or additional client terms and conditions, even if acknowledged, are not part of the contract unless their validity is expressly agreed upon.

## 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 client is bound to the tentative offer. We will confirm receipt of the client'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 client.

## 3. Scope of services

- 3.1. As far as the subject of the contractual relationship concerns the registration of domain names, we conduct the procurement of the desired domain only. The actual allocation of the domain name, must first be confirmed by us. We do not have any influence over the allocation of the domain. A liability and warranty for the actual allocation of domain names ordered is therefore excluded.
- 3.2. We guarantee an annual average of 99.95% network availability in our private cloud infrastructure and services. If the security of network operations 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,

and the applicable special offers, at the time.

- 3.4. If the client wishes to be registered with search engines (online search engines of Internet content), here we are also only responsible for mediation. The operators of the search engines are solely responsible for the date and time of admittance to the search engine.
- 3.5. Technical limitations are regulated by the SystemPolicies, which can be requested by sending a message at [support@getway.org](mailto:support@getway.org).
- 3.6. Incident Technical Support services are included in the offers free of charge. General Technical Support or Software Development services are not included in the offers. Should the user need or wish to take advantage of these, a separate charge will be made. The effective prices may vary from time to time.

## 4. Data integrity

- 4.1. Where data is transmitted to us, the client is required to back up their data regularly. All servers and services will be backed up regularly by us when this is part of the offer. In the case of data loss, the client must transfer the respective data to us again free of charge.
- 4.2. The client is obliged to carry out a complete data backup before any changes are made.
- 4.3. The client will receive a username and password for security purposes. This must be kept confidential. The client will be held liable for any malpractice resulting from the unauthorised use of the password. If the client becomes aware that unauthorised third parties know the password, they have to inform us without delay. If the client is at fault for third-party password abuse, the client will be liable for all user fees and damages. In suspicious cases the client is able to request a new password, which we then send on to the client.

## 5. Privacy

- 5.1. As far as privacy concern the contract and services, the following additional policies, and terms and conditions apply:  
<https://www.getway.org/docs/privacy.html>

5.2. Personal data of clients will only be collected and used, if they are required for the creation, content arrangement or modification of the contractual relationship.

5.3. The client's Email address will only be used for information regarding 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. 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 with other legal grounds, the information will be made inaccessible.

## 6. Published Content

6.1. It is the client's responsibility to identify the Internet content as their own or as third-party content. The client's full name and address must be present. Further obligations may result from the provisions of relevant United States acts. The client 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 client who violates this. The same applies in the event that the client 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 clients' content.

6.3. The sending of spam mail is forbidden. This includes in particular the sending of illegal, unsolicited advertising to third parties. With regard 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 access if this 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. 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 annual fee.

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

7.4. 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. The current prices are valid and accessible at any time at <https://store.getway.org>

8.2. Depending on the contractual agreement, a monthly, quarterly or annual charge will be made. Monthly payments are conducted solely by issuing a PayPal authorisation. All other payments are made by invoice. Payment is due immediately upon receiving the invoice.

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

8.4. If the client is an individual, the amount of interest charged will be five (5) percentage points above the base rate. If the client is a business, the interest charged will be eight (8) percentage points above the base rate.

8.5. We are also entitled, in case of due or default payments, to block any service or internet presence of the client and to block all other functions. In case the client has not paid one or more invoices on their account, we also have the right to suspend, disable or terminate client's services, domain names, or hosting accounts, without being bound to provide backups.

8.6. Invoices are sent by Email as attachments, on request. 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 and Cancellation

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 thirty (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 be done in writing by letter, email or via the secure online administrations interface, 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 the client being in arrears with payments for two consecutive months for a substantial part of the remittance 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, resulting in blocking or termination without notice, may be that the client uses content, which affects the performance or the safety of the server.

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

The same applies if the client does not have general jurisdiction in United States or when the domicile or usual place of residence at the time of the action is not known. We are also entitled to take legal action in the client's country of residence.

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 made in writing by letter, email or via the secure online administrations interface, provided this option is available. When devolution is carried out by letter or email, the previous and the new contract partners must both provide a signature.

## 10. Cancellation terms

### 10.1. Right of withdrawal

You have the right to withdraw from this contract within seven (7) days without giving any reason. The withdrawal period will expire after seven (7) days from the day of the conclusion of the contract. To exercise your right of withdrawal, you must inform us (Getway LLC, E. Warm Springs Rd. Ste. B468, Las Vegas, NV 89119, United States, Telephone: +1 775 434 0502, E-mail address: support@getway.org) 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 administrations interface).

### 10.2. 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 supplementary costs resulting from your choice of 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 (14) days from the day on which we are informed about your decision to withdraw from this contract. We shall carry out such reimbursement using the same means of payment as 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. Should you have requested to commence the performance of service during the withdrawal period, you shall pay us an amount which is in proportion to that which has already been provided, in comparison with the full coverage of the contract, until you have communicated your withdrawal from this contract to us.

## 11. Queries and complaints

11.1. Queries should be addressed to Getway LLC, E. Warm Springs Rd. Ste. B468, Las Vegas, NV 89119, United States.

**Status: 20 May 2018**