General Terms and Conditions

to use the services offered by nTLDStats online database

1.   Subject matter of the contract, validity of the General Terms and Conditions

nTLDStats is a service provided by greenSec GmbH, Ottobrunner Str. 28, 82008 Unterhaching and offers the user access to electronic databases containing information on new top-level domains via the Internet. nTLDStats reserves the right to modify or discontinue the services mentioned or the information or parts thereof without prior notice.

The following General Terms and Conditions (GTC) regulate the use of the nTLDStats offer and any associated sub-pages by the user, unless otherwise agreed by individual agreement or prescribed by law. By using nTLDStats, the user agrees to the validity of these terms and conditions. The GTC shall also apply if the user accesses the databases and other contents by means of autonomous software or in any other form.

2.   Registration, conclusion of contract, storage of the contract text

Access to more detailed data, access to more comprehensive databases and use of our API requires the registration of a free or paid user account. Details of the available offers can be found in the nTLDStats price list at https://ntldstats.com/prices

When registering and ordering an offer, the user has the possibility to return at any time and finally again on the page "Check data" to check and, if necessary, to correct the entries made. The order will be sent bindingly only by pressing the button "Payable order". Until then, the registration process can be terminated at any time. nTLDStats saves the contract text and sends the user a confirmation of the receipt of the order with the order data and the respectively valid GTC to the e-mail address given by the user. This acknowledgement of receipt also constitutes acceptance of the user's contract offer by nTLDStats.

The use of the user account is only permitted by the respective owner. The passing on of the login data to third parties is prohibited.

3.   Prices and payment

The payment options indicated in the offer are available to the user for payment. In the case of payment by invoice, the following period of payment shall apply, unless a deviating term of payment is stated on the respective invoice: Entrepreneur in the meaning of § 14 BGB (a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity): The invoice amount is due for payment within 10 days of the invoice date.

4.   Right of withdrawal for consumers

Consumers (any natural person who concludes a legal transaction for purposes that cannot be attributed primarily to their commercial or self-employed professional activity, § 13 BGB) have a legal right of withdrawal according to the following instructions on revocation.

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Cancellation policy

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving any reasons. The revocation period is fourteen days from the date of conclusion of the contract. In order to exercise your right of revocation, you must inform us (greenSec GmbH, Ottobrunner Str. 28, 82008 Unterhaching, +49 89 999 506 88, mail@ntldstats.com) by means of a clear declaration (e. g. a letter, fax or e-mail sent by post) of your decision to revoke this contract. You can use the enclosed sample revocation form for this purpose, but it is not mandatory. In order to comply with the cancellation deadline, it is sufficient for you to send the notice of cancellation prior to the expiry of the cancellation deadline.

Consequences of the revocation

If you revoke this contract, we will refund to you immediately all payments received from you, including the delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), and at the latest within fourteen days from the day on which we receive notice of your revocation of this contract. We will use the same means of payment for this repayment as you used in the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

If you have requested that the services should start during the revocation period, you must pay us a reasonable amount of money to cover the share of services already provided to us up to the time you inform us of the exercise of the right of revocation with respect to this contract, compared to the total amount of services already provided in the contract.

Sample revocation form

(If you wish to revoke the contract, please fill in this form and send it back.)

To: greenSec GmbH   E-Mail: mail@ntldstats.com
        Ottobrunner Str. 28   Fax: 0049 89 99 95 37 06
        82008 Unterhaching, DE

Herewith I/we (*) hereby revoke the contract for the purchase of the following goods (*) / provision of the following services (*)

_____

Ordered on (*):…………...……./obtained on (*):……………………

Name of the consumer(s):   _____

Address of the consumer(s):   _____

                                                _____

                                                _____

_____   _____
Date   Date Signature of consumer(s)
(*) Delete incorrect information.   (only for paper messages)

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5. **Availability**

The databases of nTLDStats are generally available 24 hours a day. nTLDStats reserves the right to temporarily suspend or restrict the operating times, in particular for technical reasons such as maintenance.

6. **Warranty, liability**

nTLDStats does not guarantee the accuracy and completeness of the data and information aggregated in the databases or the availability of the services offered. nTLDStats cannot further grant that the services comply with the user's requirements and/or expectations.

nTLDStats is liable within the framework of the legal regulations only in accordance with the following paragraphs.

nTLDStats shall be liable without limitation for damages resulting from injury to life, limb or health as well as for damages caused by intent or gross negligence on the part of nTLDStats or one of its legal representatives or vicarious agents, as well as for damages due to the non-observance of a guarantee or warranted characteristic given by nTLDStats or due to fraudulently concealed defects.

nTLDStats is liable for damages which are based on a slightly negligent breach of essential contractual obligations by nTLDStats or one of its legal representatives or vicarious agents, limited to compensation for the foreseeable damage typical of the contract. Essential contractual obligations are obligations, the fulfilment of which is essential for the proper execution of the contract and on which the user can regularly rely.

Liability in accordance with the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected by the aforementioned limitations of liability.

7. **Obligations of the user to cooperate**

The user is responsible for the creation and maintenance of the technical prerequisites for access to the database, in particular the provision of suitable hardware and software. In particular, the use of current browser versions is recommended.

The user must take the necessary precautions to secure his systems. In particular, suitable software must be used to defend against malware etc.

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8. **Copyright**

Copyrights may exist in the databases provided by nTLDStats (§ 87a UrhG) and in the data contained therein. These are at nTLDStats or the respective sources. All copyrights are reserved. The data provided is only intended for the user's own use. The receipt of the data by the user entitles him/her to use the data only once. Duplication, distribution, making available to the public, reprinting and permanent storage of the data referred to by nTLDStats on the user's own systems are not permitted.

The rights to the data provided are only granted to the user and are neither transferable nor sublicensable without the written consent of nTLDStats.

Downloaded data or documents may only be stored for the duration of registration. After that, they must be deleted. The permanent archiving of downloaded data or documents is only permitted to a limited extent.

In the case of data which are exclusively available in user accounts subject to a fee, the granting of rights in accordance with § 158 para. 1 BGB will only become effective after the user has paid the full amount owed.

9. **Brands**

If the user is an entrepreneur, nTLDStats is entitled to use the name and, if applicable, the user's trademark or logo for reference purposes on the nTLDStats website. In this context, no information on the contents of the contract will be published.

10. **Final provisions**

The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. If the user is a consumer, the law of the Federal Republic of Germany shall apply only insofar as it does not conflict with mandatory consumer law of the country in which the user has his permanent residence. The language of the contract is English for convenience reasons. The German version shall be the only applicable and legally binding version.

Place of performance is Munich. If the customer is an entrepreneur, Munich shall be agreed as the exclusive place of jurisdiction.

Should individual provisions of these General Terms and Conditions be ineffective, the remaining provisions shall remain unaffected.