

Terms of Service

1337 Services GmbH
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Version 1.0
Updated 08-02-2021

Clients and users of the internet facilities provided by 1337 Services GmbH are expected to have taken notion of the 'Privacy Policy' accessible at <https://rdp.sh/privacy>.

If as a customer you conclude a contract with 1337 Services GmbH (brand: RDP.sh), you agree to accept our General Terms and Conditions (GTC).

Contents

Terms of Service	1
§ 1 Subject matter and conclusion of the contract.....	2
§ 2 Services	2
§ 3 Obligation to cooperate.....	3
§ 4 Remuneration and terms of payment	4
§ 5 Duration of contract and termination.....	5
§ 6 Right of withdrawal for consumers	6
§ 7 Warranty and liability.....	6
§ 8 Confidentiality and data protection	8
§ 9 Choice of law and place of jurisdiction.....	8
§ 10 Forbidden content	9



§ 1 Subject matter and conclusion of the contract

1337 Services GmbH provides its customers with system resources (virtual servers) for storing data such as programmes, images, documents and other content together with a connection to the Internet. 1337 Services GmbH offers service packages on its website (rdp.sh). These constitute an offer to conclude a contract. The customer accepts the offer by paying for the respective selected service package. The contract is concluded when 1337 Services GmbH has received payment from the customer. After conclusion of the contract, 1337 Services GmbH will send the customer an email with access data for the respective server.

§ 2 Services

1337 Services GmbH provides services for its contractual partners. Their scope is specifically stated in the respective order process. The GTC apply in addition to the concluded contract.

a) Scope of services

1337 Services GmbH provides its customers with system resources with the agreed storage capacity on a virtual server. Customers may use the system resources to which they are entitled at their own discretion. 1337 Services GmbH is responsible for establishing and maintaining the connection between the server and the Internet. This allows the customer to retrieve the content they have stored via the internet. 1337 Services GmbH owes - within its area of responsibility - a bandwidth that corresponds to the current state of the art technology. 1337 Services GmbH takes all possible technical and organisational measures to ensure that third parties do not gain unauthorised access to the information stored by the customer. After conclusion of the contract, 1337 Services GmbH shall provide its customer with the combination of a user name and initial password to allow the customer to access the server. The service will be provided within 24 hours after payment by the customer at the latest.

b) Specification of the services

1337 Services GmbH provides data transmission services. These are limited to the connection between the transfer point of the infrastructure operated by 1337 Services GmbH to the Internet and the virtual server available to the customer. 1337 Services GmbH has no obligation to perform insofar as the establishment of an Internet connection relates to networks that are not operated by 1337 Services GmbH. 1337 Services GmbH provides its services with an availability of 99.5 percent at its interface. The availability refers to a period of one calendar quarter. Outages must not exceed a period of 6 hours. This availability does not include the regular maintenance work that 1337 Services GmbH undertakes on behalf of its customers. During this maintenance



work, services are temporarily unavailable or only available to a limited extent. Usual maintenance work is carried out by 1337 Services GmbH in the CET time zone between 00:00 and 05:00 for a maximum of 30 minutes per calendar month. 1337 Services GmbH may adapt the hardware and software it uses to the current state of the art technology. Where possible, customers will be informed immediately by email. This shall include references to the planned changes.

§ 3 Obligation to cooperate

Customers of 1337 Services GmbH assure to cooperate as required. Customers shall support 1337 Services GmbH in the necessary and customary manner to ensure that services can be provided in accordance with the contract. Customers will in particular, but not limited to:

a) Handling of access data

Keep access data, such as combinations of user name and password, confidential and change the initial password immediately. Immediately means “without culpable hesitation”. The password is regularly updated by the customer and adapted in its composition to the required security standards. Customers only share username and password with people who are supposed to have access to the virtual server. If customers suspect that access data is being used by third parties, the customer shall inform 1337 Services GmbH immediately and change the password as soon as possible. If 1337 Services GmbH has evidence of improper use and the password is repeatedly entered incorrectly, 1337 Services GmbH will block access to the system. After clarification of the facts, 1337 Services GmbH will issue new access data, which will be provided to the customer without delay.

b) Security aspects

Customers shall ensure that the applications they use, such as programs or scripts, do not jeopardise the integrity of the infrastructure and security or the data stored in the virtual server environment. The customer shall inform 1337 Services GmbH immediately if there is any suspicion of a threat to security. 1337 Services GmbH is entitled to deactivate or uninstall applications such as programs and scripts or to interrupt the connection to the respective content. However, this is only permissible insofar as the action serves to repair or limit the damage. 1337 Services GmbH will inform its customers of this without delay as far as possible and try to find amicable solutions.

c) Legality of acts

1337 Services GmbH acts in accordance with the law. Customers are obliged to ensure



that their content does not violate applicable law. Under no circumstances may customers violate criminal law provisions, official requirements, copyrights or other rights. 1337 Services GmbH emphasises that it cooperates with law enforcement agencies and other authorities in order to uncover violations of the law. This applies in particular if 1337 Services GmbH is legally obliged to do so. If 1337 Services GmbH becomes aware of serious violations of the law, it will immediately notify law enforcement authorities and initiate appropriate measures. 1337 Services GmbH reserves the right to delete the relevant servers immediately in the event of serious violations of the law. The customer will then receive an email explaining the reason for the deletion.

d) Duty to provide information regarding § 3 c)

If 1337 Services GmbH has taken measures that infringe on the rights of its customers, it will inform its customers of this immediately via email. The customer shall immediately provide 1337 Services GmbH with all information required to clarify the facts. Customers shall indemnify 1337 Services GmbH against any costs incurred in this regard.

§ 4 Remuneration and terms of payment

1337 Services GmbH and its customers agree on the scope of services and the remuneration thereof upon conclusion of the contract. 1337 Services GmbH is entitled to adjust its remuneration to compensate for increased costs. 1337 Services GmbH shall inform its customers of the planned cost increase with a notice period of 6 weeks before the changes take effect.

Customers may object to the cost increase in writing within this period. 1337 Services GmbH shall inform its customers of the specific consequences that arise if the objection period expires. If a client does not object to the adjustment of the remuneration amount, they shall owe the adjusted remuneration after expiry of the deadline. If the Customer objects, 1337 Services GmbH shall be entitled to terminate the contract after expiry of the deadline.

Unless otherwise agreed, the prices quoted do not include the applicable value added tax.

The service will be provided within 24 hours after payment by the customer at the latest. If the provision of the service takes longer than 24 hours, the customer shall receive a refund of the invoiced amount upon request. If the customer makes use of the service, the right to reimbursement shall expire.



1337 Services GmbH accepts payments by credit card as well as via cryptocurrencies such as Bitcoin.

§ 5 Duration of contract and termination

Contracts between 1337 Services GmbH and its customers are concluded for an indefinite period of time. There is no minimum contract period or fixed term.

a) Automatic contract extension by payment and implied termination

Customers can renew their contract as often as they wish. They have the option to pay for virtual servers in advance for a certain period of time. The contract is automatically renewed if payment is made to 1337 Services GmbH on an ongoing basis. Non-payment results in an implied termination of the contract. If customers have paid by credit card and deposited their associated data, 1337 Services GmbH will automatically debit the annual fee for the purpose of renewing the contract. If another payment method has been used, an active payment by the customer is required. 1337 Services GmbH will send an invoice for the contract extension to the customer 14 days before the end of the term. If the customer pays the bill, the contract is automatically extended. Failure to pay will result in suspension of the server. Two days after the suspension, the server is deleted. During the suspension, the customer can prevent the deletion of the server by making a payment.

b) Termination for extraordinary cause

Both parties may terminate the contract concluded between them without notice for good cause. For 1337 Services GmbH, grounds for termination without notice shall be deemed to exist, in particular, if:

aa) Customers have not settled their invoice after the due date;

bb) Customers have violated laws and this violation constitutes a substantial infringement of the law.

1337 Services GmbH is entitled to delete the virtual servers and the data on them when the termination takes effect. Insofar as 1337 Services GmbH terminates the contract without notice, it shall retain the data on the server for retrieval by the customer for a further 14 days after sending the notice of termination. 1337 Services GmbH may not delete data on servers if doing so would jeopardise the success of criminal investigations.



§ 6 Right of withdrawal for consumers

As a consumer, you can withdraw from the contract concluded with us. The conditions under which this is possible and the legal consequences of the cancellation are explained in the following instructions on withdrawal.

Right of withdrawal

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

The withdrawal period is fourteen (14) days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us, 1337 Services GmbH, Ludwig-Erhard-Str. 18, 20459 Hamburg, Germany; Email: support@rdp.sh of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

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 must return to you all payments we have received from you immediately and at the latest within fourteen (14) days of the day on which we received notification of your withdrawal 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 have received any services before the end of the withdrawal period, you must compensate us for a reasonable amount corresponding to the proportion of the services already provided up to the time at which you notify us of your withdrawal from this contract compared to the total scope of the services provided for in the contract.

§ 7 Warranty and liability

1337 Services GmbH is only liable for faults for which it is responsible.

a) Liability for third-party fault

1337 Services GmbH shall not be liable for any disruptions in the telecommunication infrastructure, including the telephone lines. Liability for telecommunication services is governed by the legal provisions of the German Telecommunications Act (TKG).



b) Liability for our own negligence

1337 Services GmbH is liable:

aa) in accordance with the statutory provisions, if it acts intentionally or with gross negligence;

bb) in the case of simple negligence only insofar as a material contractual obligation has been breached. In this case, the liability of 1337 Services GmbH is limited to foreseeable and typical damages. The contracting parties assume that typical damage does not exceed the remuneration to be paid by the customer in the period of 12 months for the respective service. In this respect, the parties agree on a corresponding limitation of liability;

cc) 1337 Services GmbH is not liable for damages that are due to a defect already existing at the time of conclusion of the contract in accordance with § 536a of the German Civil Code (BGB);

dd) 1337 Services GmbH shall be liable for damages under the German Product Liability Act and for damages resulting from injury to life, body or health. There are no limitations of liability in this regard;

ee) Agreed limitations of liability shall also apply in favour of employees, legal representatives and vicarious agents of 1337 Services GmbH.

c) Compensation

1337 Services GmbH shall compensate its customers insofar as its services have not been provided in accordance with the contract and shall remedy the defects within a reasonable period of time.

d) Obligation to give notice of defects

If a customer complains about defects, they must send this complaint together with a comprehensible description of the error immediately and in writing to 1337 Services GmbH. The customer shall support 1337 Services GmbH at its request to a reasonable extent in the search for and rectification of the notified defects without the need for separate remuneration.

e) No backups

1337 Services GmbH does not carry out any data backups. The responsibility for regular data backup lies with the customer. Customers may not claim damages from 1337 Services GmbH in the event of loss of data. In this respect, the customer agrees to an exclusion of liability. The customer's obligation to make backups is part of their duty to mitigate damages.



§ 8 Confidentiality and data protection

1337 Services GmbH treats all information confidentially. All information is treated with the utmost care. If legal requirements oblige 1337 Services GmbH to disclose and pass on confidential information, 1337 Services GmbH will follow the instructions of government bodies such as law enforcement agencies.

The parties shall comply with the applicable data protection laws. Insofar as the customer intends to use the service provided by 1337 Services GmbH to process personal data, it shall comply with the requirements of data protection law. The customer is responsible for checking whether the service provided by 1337 Services GmbH complies with the requirements of data protection.

Customer data is processed in accordance with the General Data Protection Regulation (GDPR). You can access the data protection declaration of 1337 Services GmbH via the following link: <https://rdp.sh/privacy>

§ 9 Choice of law and place of jurisdiction

This Contract shall be governed by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods is excluded. The parties agree that the exclusive place of jurisdiction for all disputes arising from or in connection with this Contract, including its validity, shall be Hamburg.



§ 10 Forbidden content

We reserve the right to suspend your service whenever we detect abuse and/or whenever we receive reports about it. The followings are the prohibited uses:

- Do not host Botnets, RATs, Malwares or software alike
- Do not host any violent content or content with the purpose of harming others, this includes: threatens, abuses, indicency and defamation
- Do not host childporn or material alike
- Do not host copyrighted material and software without owner consent
- Do not host IRC servers and/or bots
- Do not perform deceptive marketing practices
- Do not perform port scanning
- Do not perform any kind of spamming activity, including but not limited to emails, views, bots

