

Terms and Conditions

(Version: 2020-05-01)

Contract Period

Unless otherwise specified all Services have a 3 Month contract-duration that automatically renews for another 3 at the end of the contract period (Rolling Contract Renewal). In order to cancel a Service, a cancellation notice must be given by the customer within the appropriate cancellation period. The Provider (Myroot.PW/Sebastian Graf) reserves the right to terminate any contract or service at any time at his sole discretion.

Cancellation

A Service-Contract may be canceled by giving notice at least 30 days in advance and the service can only expire at the end of the Month. At the discretion of the Provider (Myroot.PW/Sebastian Graf) shorter periods may be granted. The Cancellation of a Service may be requested by e-Mail (or via the Ticket-System).

European End Customers

For European End Customers - the European consumer rights and special Rules regarding electronic services amend/overwrite/extend/alter only the relevant parts of this agreement.

Jurisdiction

MyRoot.PW is operated out of Austria and falls under Austrian jurisdiction. The applicable law(s) for the any Interaction/Order/Service/... provided, purchased,... is Austrian Law.

Payment

All Fees and Services offered are paid for in advance on a monthly or yearly basis. All Services/Fees listed/advertised on the website are listed with their respective monthly or yearly price.

You agree to pay the Provider (Myroot.Pw/Sebastian Graf) for Products and Services without deduction, or delay for any reason.

Invoices are issued several days in advance, in order to allow the payment to be processed on time.

Accounts with services not paid in full by the due date, are subject to suspension or termination. If an account is suspended/terminated for late/non-payment, an additional administrative fee of 25 Euro is charged. Should an account be terminated for non-payment, the remaining duration of the current contract period is still to be paid for by the customer.

Liability/Accountability - Provider

The Client acknowledges that the Provider provides the advertised services on a "reasonable efforts" basis.

No expressed guarantees are made regarding service uptime or stability.

IP-Addresses/Resources are provided according to the RIPE NCC's guidelines and regulations.

Services/Resources are provided in in good faith.

Any misconduct is without MyRoot.PW (Sebastian-Wilhelm Graf's) knowledge/consent.

Therefore MyRoot.PW (Sebastian-Wilhelm Graf's) is not liable for any misconduct of its clients.

Liability/Accountability - Client

The Client alone is responsible for the content stored or transmitted by his server/service.

The client is responsible for ensuring that the services or content stored or run on his server/service do not violate Austrian, European or International Law.

Validation Process/Anti-Fraud/Know your Customer:

For the Purpose of Validating, Preventing Fraud, or to comply with Know your Customer Regulations, various documents may be requested from the client.

Data-Processing

By "Registering on" or "Using of" the Website, the Client acknowledges that he accepts the Terms and Conditions. The Client grants the right to the Provider to process his personal/private information for the purpose of:

- Providing access to this Website and associated services.
- Providing the Services offered via this Website. (including Network/Performance/Hardware Monitoring)
- Marketing
- Fraud-Checking
- Payment Processing
- Notification (E-Mail , SMS, Mail)
- and activities that are associated with the listed purposes.

Acceptable Use

The Customer agrees to honor the Acceptable-Use-Policy.

(<https://myroot.pw/assets/doc/AUP.pdf>)

Failing to Comply with the Acceptable-Use Policy may result in service termination or suspension. The Client/Customer agrees to reimburse the Provider for any fines or legal fees/cost associated, should he be found in breach of the Acceptable Use Policy or Terms and Conditions. Generally, should the Provider be made aware of a Client/User breaching the Acceptable Use Policy an attempt to notify the user will be made. Usually a reasonable response window will be given, however the Client.

(Except in severe/urgent cases. This decision is at the discretion of the Provider.)

Blacklisted IP Addresses

If an IP-Address assigned to the Customer gets listed on the SpamHaus or Barracuda blacklist a fine of EUR 100 per blacklisted IP address will be charged. Should the Customer fail to remove the IP-Address from the Blacklist within 48 hours, then the customers service may be terminated.

Overusage

Should the Customer exceed his Bandwidth/Data-Transfer allocations, the Service provided may be limited or suspended. Alternatively, the customer can opt to upgrade their Bandwidth/Data-Transfer allowance temporarily at the discretion of the Provider (Myroot.Pw/Sebastian Graf).

LIR-Services:

Address space and Resources (Such as AS-Numbers) are assigned/provided in good faith and according to the RIPE NCC's guidelines and regulations.

The Client also guarantees to Inform the Provider of any relevant changes to his personal/business details with regard to the services provided by MyRoot.PW (Sebastian-Wilhelm Graf) and to honor RIPE NCC's guidelines and regulations.

The Client(s) and Client-Provided information will/may be entered into the RIPE NCC Database Systems.

Refunds

Generally, there are no Refunds issued. (Except at the discretion of the Provider.)

Account Transfers

There are no account-transfers. services cannot be transferred from one client to another.

Contract/Clause Validity

The Customer agrees that if parts of this contract are deemed invalid, the rest of the contract/agreement clauses remain unaffected and will stay in effect.