

# Addendum „DynAccess“

## to the general terms and conditions

### § 1: Validity of the Conditions

1. The company Ambos InterNet-Solutions e.K., Am Biberbach 23, D-24145 Kiel, Germany (AIS in the following) offers services within the framework of DynAccess exclusively on the basis of the general terms and conditions of AIS and this addendum.  
The general terms and conditions and addendum also apply to all future services, even if they are not explicitly agreed upon.
2. The following terms and conditions apply without exception to all business transactions. By accepting the terms and conditions, the customer recognises their exclusive validity, even if these contradict the terms and conditions of AIS.  
If there is a contradiction between this addendum and the terms and conditions of AIS, then the condition in this addendum applies. The remaining items in the terms and conditions remain unaffected.
3. The terms and conditions are available at <http://www.ambos-is.net>.
4. If the customer has access to this addendum or the terms and conditions in English, then in the case of ambiguity or dispute only the original German version is valid.

### § 2: Services

1. AIS offers services according to their description available at <http://www.dynaccess.de> and <http://www.dynaccess.com>.
2. AIS guarantees system availability for the nameservers and account-update servers of 99% each as an annual average. However, this is only the case if the free account-update software from AIS is used.
3. If domains are part of the contract, then in addition to this addendum the registration conditions of the issuing authority (domain registry) for the corresponding sub-level domain are part of the contract.

### § 3: Responsibilities of the customer

1. AIS offers the customer subdomains as part of the service via which he can offer content and service over the internet. If the customer offers an internet presence directly via his account name, then in the legal notice on his website he must make it clear that this web offering has no relation to DynAccess or AIS.
2. The customer cannot allow the form, contents or intent of his internet presence to conflict with national or international law. The customer ensures that the services offered via AIS contain no discriminating, racist, violence-glorifying, erotic, pornographic or (left- or right-wing) radical contents and that no link points to such contents.  
If these restrictions are not followed, then upon learning about this AIS is allowed to block the account. AIS does not consent to an obligation to check the contents. If the internet presence of the customer is in conflict with the law, then the customer is responsible.  
Personal rights and the rights of third parties must be respected.
3. It is forbidden to offer dialers via a website directly under a DynAccess account or to abuse these for direct forwarding to a dialer.
4. It is explicitly forbidden to manipulate the internet services of other website operators or their statistics via automatic scripts.  
This could occur, for example, via automatically executed guest-book or forum entries which have the sole purpose of calling attention to one's own offering.  
If AIS learns about this, then AIS is allowed to block the account.
5. It is forbidden for the customer to send spam from email addresses associated with his DynAccess account.  
If the SMTP relay server is used, the customer is not allowed to send spam.  
If AIS learns about this, AIS is allowed to block access to the SMTP relay server or to the entire account.
6. If the customer is accountable for any violation, he is also responsible for any damages to AIS as a result of this violation.  
The customer protects AIS from the demands of third parties which result from such a violation.