Terms and Conditions for One.com v.08
The following terms apply for US customers at One.com as of 5 March 2015.

1. Subscription:

A One.com web space subscription provides access to the use of One.com's mail servers. All subscriptions include an unlimited number of e-mail accounts. A One.com web space subscription automatically gives the user the right to set up a website. The amount of disk space available depends on the type of subscription chosen.

Subscription periods last for 12 months at a time. 30 days before a 12-month subscription period, the subscription is automatically prolonged, unless the subscription is cancelled as stated below in pt 1.6.

In relationships between consumer and retailer, a right of withdrawal exists by which the customer has the right of withdrawing an order until 14 days after placing the order but domains are unique and web spaces are individually manufactured and customized for the domain. For a faster delivery of the product, One.com will usually begin the manufacturing and customizing of the product as soon as the order is received. **By ordering, the customer accepts that any right of withdrawal will be dismissed as soon as One.com has started processing the ordered product.**

1.1. Use
Subscribers are not permitted to store large amounts of data on the server for free download or reading without prior agreement with One.com.

Illegal material is not permitted on any of One.com's servers, whether this be images, film clips, other types of files or link to unlawful photos or similar material. For example, unlawful material is, but not limited to, copyright protected material or other material you are not entitled to publish or store according to legislation. Nor is it permitted to store erotic, pornographic or other offensive material on servers owned by One.com. It is entirely One.com's decision to determine whether material belongs to one or more of the above categories, and the company reserves the right to delete any such material at any time without notice. In the event of such material being deleted the customer cannot advance any claim against One.com related to the deletion.

Traffic is basically unlimited. However, traffic must be normal in nature and not disrupt that of other customers. If a customer's traffic disrupts that of others, One.com reserves the right to close the customer's web space without notice and/or make a separate charge for the traffic. One.com reserves the absolute right to decide whether or not traffic is excessive. On closure of a web space, no refund will be made of any subscription paid in advance.

Unwanted (spam) mail must not be sent from One.com's servers. In the event of transgression of this rule, One.com reserves the right to inform the relevant authority and submit log details etc. to that authority. One.com reserves the right to demand payment for time spent in relation to such information and its submission to the relevant authority.

1.2. Scripts
One.com provides unlimited access to standard scripts and the use of other scripts. However, the use of other scripts is only permitted as long as it does not burden the servers to an unreasonable degree.

1.3. Templates (web designs)
All templates placed at the disposal of customers by One.com remain the property of One.com regardless of whether individual templates have been modified or not. No templates placed at customers' disposal by One.com may be distributed to others on either a commercial or non-commercial basis. All templates are provided with non-exclusive rights. In the event that One.com feels obliged to withdraw the right of use of a template, One.com cannot be held responsible for any loss (direct or indirect) on the part of the customer as a result of the withdrawal. Nor is One.com responsible for any errors or deficiencies of templates or access to them.

1.4. Operational reliability
One.com reserves the right to limit/reduce the usage of products if required for operational or security reasons. For reasons of operation and security, One.com also reserves the right to access customers' user data. In such event, the staff of One.com will be subject to professional secrecy. All other access to user data requires the acceptance of the customer or a court order. Although the spam and virus filters placed at the disposal of customers minimise the risk of their receiving unwanted mails, One.com does not guarantee that customers will not receive unwanted mail.

1.5. Responsibility
The customer's use of a One.com subscription is entirely at his/her own risk. One.com cannot be held responsible for the contents, including accuracy, lawfulness, completeness etc. of the information which the customer receives or sends via the Internet. One.com can therefore not be held responsible for losses - direct or indirect - immaterial violations or other circumstances that arise as a result of the use of information found on the Internet. One.com cannot be held responsible for losses or other circumstances that may arise as a result of unavailability of access to services or information on the Internet, regardless of the reason for such unavailability. One.com accepts no responsibility for any loss of personal data, including the loss or damage of installed software, etc. One.com does not accept any responsibility for access gained by unauthorised persons to the customer's data or systems or damage incurred as a result of this. The customer is responsible for any costs related to orders placed for services via the Internet and the use of payment systems on the Internet. Exemptions of liability contained in these Terms and Conditions apply even in the event of gross negligence on

the part of One.com.

1.6. Cancellation of subscriptions
A subscription can be cancelled at any time by the customer. Since the subscription period lasts for 12 months and is automatically prolonged 30 days before the end of each 12-month period, a cancellation must be received by One.com 30 days before the 12-month subscription period, at the latest. The unused portion of any advance payment will not be refunded. If the cancellation is not sent to One.com in time, the customer is obliged to pay the subscription fee for the following 12-month period.

Cancellation is possible by contacting the One.com Support who via e-mail will send a link to cancellation of the subscription. The mail is sent to the e-mail address which is registered under the subscription's contact information. The customer must click the sent link and confirm the cancellation, by entering the password of the subscription. Cancellation can also be done by sending a signed letter by mail or fax.

Example:
If the subscription was ordered January 1st 2008 the subscription lasts until December 31st 2008. If the customer does not wish to continue the subscription for the following year (2009), the subscription must be cancelled before November 30, 2008.

When One.com has received a cancellation, the customer will automatically be given a notice of receipt, displayed on the front page of the customer's Control Panel. The customer will also receive a notice of receipt via e-mail regarding the cancellation from One.com. If the customer cannot see any such receipt on the front page of the One.com Control Panel within eight days he or she must send a new cancellation.
If One.com chooses to terminate specific subscription types or special services, One.com may cancel a subscription with one month's notice. In such circumstances, the unused portion of any advance payment will of course be refunded. If One.com makes significant changes which depreciate the Terms and Conditions, customers shall be entitled to cancel their subscriptions with one month's notice. The unused portion of any advance payment will also, as an exception, be refunded. The subscription must in no way be used to gain unauthorised access to systems connected to the Internet. If any such activities or criminal acts come to the notice of One.com, regardless of the country the laws of which underlie the violation, the subscription will be immediately terminated and One.com reserves the right to pass on all relevant information to the relevant authorities. One.com also has the right to annul a subscription without notice with immediate effect and without compensation or reimbursement of any kind if the customer does not abide by these Terms and Conditions, if a party wastes or abuses resources available on the Internet, disrupts the functionality of the Internet, infringes netiquette valid at any given moment, e.g. by passing on information about other people's private affairs or in other ways inconveniencing other users of the Internet. Data from homepages and mail systems will generally be deleted seven days after termination of a subscription.

2. Domains

On ordering a domain, the buyer/cardholder must declare that the person registering accepts that use of the domain name does not violate the name or trademark rights of third parties or otherwise be considered to contravene legislation.

Domain names are registered in the customer's own name and at the request of the customer. In this respect, One.com acts as an intermediary. One.com will inform the customer when the registration of the domain name has taken place. One.com assumes no responsibilities for the domain name if it is transferred or cancelled, or if the web space is deleted.

The domain name will be "registered with" / "redelegated to" One.com's partners. These may be with domain registrars or directly with the individual domain administrator of the Top Level Domain concerned. At the end of each subscription period the customer will receive an invoice from One.com for the annual domain fee, unless otherwise stated. This applies regardless of whether the domain is pointed to DNS servers at One.com or someplace else.

In the event of wrongly ordered domains (spelling mistakes, name errors or similar) the registration fee will not be repayable. One.com will, however, endeavour to correct the domain name so long as registration has not yet taken place. If One.com is responsible for submitting an erroneous order of a domain name, One.com will either refund the registration fee or offer registration of the correct domain name.

It is the customer's own responsibility to keep One.com and possible top-level domain authorities updated regarding changes of address or other contact information.

2.1. Special conditions for the individual Top Level Domains
For the special conditions of payment for individual domains please see http://www.one.com/en/support/faq/who-do-i-pay-the-annual-domain-fee-to.

Regarding the use of .de domains:
When registering .de domains, One.com acts solely as intermediary between the customer and DENIC (Domain Verwaltungs- und Betriebsgesellschaft eG) (cf. http://www.denic.de/)

Regarding the use of .dk domains:

The customer accepts that continued registration is conditional, among other things, on compliance with the current DIFO rules concerning the administration of domain names under the top level domain .dk, including the decisions made by the board of complaints set up by DIFO, cf. article 5 of the rules (cf. http://www.dk-hostmaster.dk/)

Regarding the use of .nl domains:
The customer accepts that by registering a .nl domain name, he or she agrees to abide by SIDN's current rules governing the administration of domain names under the Top Level Domain .nl (cf. http://www.one.com/static/terms/regulations-registration.pdf)

Regarding the use of .se domains:
By registering a .se domain name, One.com is the link between the customer and .SE (The Internet Infrastructure Foundation), and the customer agrees to abide by .SE's current rules governing the administration of domain names under the top-level domain .se (cf. http://www.iis.se/ and http://www.one.com/static/terms/se-registrar.pdf)

Regarding the use of .uk domains:
The customer accepts that by registering a .uk domain name, he or she agrees to abide by Nominet's current rules governing the administration of domain names under the Top Level Domain .uk (cf. http://www.nominet.org.uk/)

For domain names other than the above named under this item, reference is made to the rules of the individual Top Level Domains.

If the customer does not comply with the rules of the relevant domain, One.com is entitled to effect deletion of the customer's web space.

2.2. Domain Expiration Policy
Domain Expiration Policy: http://www.one.com/en/info/domain-expiration-policy

2.3. Prices
One.com prices: http://www.one.com/en/info/prices

3. General

Subscribers to One.com's products must be minimum 18 years of age.

3.1. Use of customer information
A web space subscription at One.com includes automatic registration of the customer's name, address and e-mail in One.com's mailing list. Customers who do not wish to be registered in this way must inform One.com of this themselves.

3.2. Contact
Questions regarding support, sales and accounting are answered 24/7 via online chat and e-mail within 24 hours, as far as this is possible. One.com does not provide contact by telephone.

3.3. Address information
Customers are required to inform One.com of their current place of residence and email address. This is to be done via the Control Panel, on which address information can be changed.

3.4. Payment of subscriptions
Web space subscriptions are paid - regardless of subscription type - in advance for a period of 12 months. Payment in advance will not be refunded unless otherwise expressly stately elsewhere in these Terms and Conditions.

3.5. Terms of payment
All payments made online by the customer using Dankort, Eurocard, MasterCard, VISA, VISA Electron or JCB are free of any charges levied by One.com. When sending an invoice by mail, One.com reserves the right to charge a fee covering the costs. One.com's products/services are specially adapted to the customer's requirements, who in return does not have the right to annul the contract. Terms of payment are without exception eight days in cash, unless special agreement has been reached. If the customer has not paid the amount due within ten days of the date of payment, interest will be payable (without prior notice) from the date of payment, in pursuance of current valid interest legislation. A USD 12.00 reminder fee will also be charged per interest invoice. One.com reserves the right to transfer claims to a third party, and One.com can also annul the contract and delete the customer's domain/close the customer's web space with immediate effect on late payment should it so choose.

When refunding any payment, One.com reserves the right to debit an amount covering the bank-fees and administration costs concerning the refund.

3.6. Duration of subscription
A subscription is active until it is cancelled by one of the parties involved in pursuance of the above conditions.

3.7 Changes to subscriptions
A web space subscription can be changed to a higher-priced subscription type at any time. Any subscription fee already paid will be deducted from the price of the new subscription. Changes to a lower-priced subscription type can only be effected from the end of a subscription period, and only if the customer has given notice of this at least 60 days before the expiry of the current subscription period.

3.8. Transfer
In connection with the sale or other transfer of all or significant portions of One.com's activities or assets, One.com has the right wholly or partly to transfer to a third party the customer's subscription(s), as well as One.com's rights and obligations according to the Terms and Conditions without the customer's consent.

3.9 Changes in conditions
One.com's sales and delivery conditions can be changed at 45 days' notice.

3.10. Third party malfunctions and force majeure
Apart the above, One.com cannot be held liable for damages when interruptions, malfunctions, damage etc. is out of One.com's control. This includes lightning, flooding, fire, war, acts of terror, industrial action and lockouts (including among One.com's own staff), overloading of the Internet, malfunctions in other networks, third party malfunctions, system breakdowns, or other form of force majeure.

3.11. Venue and choice of law
Any disputes and discrepancies will be decided exclusively by the ordinary Danish courts and in pursuance of Danish law (with the exception of rules of Danish law pertaining to choice of law).