Privacy Policy for powervps.net

At PowerVPS.net, accessible from https://powervps.net, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by PowerVPS.net and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.

This Privacy Policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in PowerVPS.net. This policy is not applicable to any information collected offline or via channels other than this website. Our Privacy Policy was created with the help of the Free Privacy Policy Generator.

Consent

By using our website, you hereby consent to our Privacy Policy and agree to its terms.

Information we collect

The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide.

When you register for an Account, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number.

How we use your information

We use the information we collect in various ways, including to:
Provide, operate, and maintain our website
Improve, personalize, and expand our website
Understand and analyze how you use our website
Develop new products, services, features, and functionality
Communicate with you, either directly or through one of our partners, including for customer service, to provide you with updates and other information relating to the website, and for marketing and promotional purposes

Send you emails
Find and prevent fraud
Log Files

PowerVPS.net follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

Cookies and Web Beacons

Like any other website, PowerVPS.net uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

For more general information on cookies, please read "Cookies" article from the Privacy Policy Generator.

Advertising Partners Privacy Policies

You may consult this list to find the Privacy Policy for each of the advertising partners of PowerVPS.net.

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on PowerVPS.net, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that PowerVPS.net has no access to or control over these cookies that are used by third-party advertisers.

Third Party Privacy Policies

PowerVPS.net's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

CCPA Privacy Rights (Do Not Sell My Personal Information)

Under the CCPA, among other rights, California consumers have the right to:

Request that a business that collects a consumer's personal data disclose the categories and specific pieces of personal data that a business has collected about consumers.

Request that a business delete any personal data about the consumer that a business has collected.

Request that a business that sells a consumer's personal data, not sell the consumer's personal data.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

GDPR Data Protection Rights

We would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

The right to access – You have the right to request copies of your personal data. We may charge you a small fee for this service.

The right to rectification – You have the right to request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete.

The right to erasure – You have the right to request that we erase your personal data, under certain conditions.

The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions.

The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions.

The right to data portability – You have the right to request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

Children's Information

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

PowerVPS.net does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

The following Terms and Conditions apply to all orders based on relevance and scope and in the order of precedence listed below:

TERMS AND CONDITIONS

1. GENERAL - SCOPE OF APPLICATION

1.1 The following Terms and Conditions apply to all business relationships between the Customer and PowerVPS, also hereinafter referred to as "us/we". These Terms and Conditions are an integral part of all contracts with the Customer. These Terms and Conditions also apply to future services and offers, even if the Customer does not separately agree upon them again.

1.2. The terms and conditions of our customers or third parties are not applicable and are not part of the contract, even if we do not separately object to their application in individual cases.

1.3 We expressly reserve the right to make changes to our Terms and Conditions, System Policies and prices by giving the Customer prior notification via their customer account or using the email address the Customer enters in their contact information.

1.4. The conditions and policies listed in the preamble apply in the order of precedence listed above.

1.5. Our employees and third parties commissioned by them are not authorized to make verbal agreements or to provide any verbal guarantees or commitments to the Customer.

2. CONCLUSION, DURATION AND TERMINATION OF THE CONTRACT

2.1. The contract is concluded when the Customer submits their order and we accept their order in accordance to the provisions of point 2.4 of these Terms and Conditions.

2.2. Our offers are subject to change and are non-binding. We reserve the right to make technical and other changes within the scope of what is reasonable.

2.3. The Customer declares that the data they provided on their customer account are correct and complete and shall notify us of any changes in this regard in writing within no more than 14 days. The Customer is required to provide evidence of the correctness of the data upon request.

2.4. The Customer enters into a binding contract by placing the order and by accepting these Terms and Conditions. We are entitled to accept or reject the contract in the Customer's order within a period of 5 work days after we receive the order. By merely confirming that we have received the Customer's order, we are not bound to accept their order and the contract it contains.

2.5. Contracts are concluded for an unlimited time period unless otherwise agreed.

2.6. The contract may be terminated by either party with 30 days' notice to the end of the month, without specifying any reasons. Differing periods of notice may apply to the Customers depending on the description of relevant services. Notice of termination may be given in text form by letter, fax, email or via the Customer's account on our secure customer interface.

2.7. Furthermore, we reserve the right to terminate the contractual relationship without notice for good cause. Such good cause is deemed to exist, among other reasons, if the Customer fails to meet its payment obligations or violates other important customer obligations. A further important reason which may result in us locking or terminating the Customer's services or account without notice is if the Customer uses content that impairs the regular operating behavior or the security of our infrastructure or our product, or violates paragraphs 8.1. - 8.3. of these Terms and Conditions.

2.8. If the Customer intends to transfer their contractual rights and obligations to a third party, then our consent is required for this purpose. The Customer must make their transfer request in writing. We are obligated to verify the legitimacy of the transferor and the identity of the third party.

3. SCOPE OF SERVICES

3.1. The scope of the contractual service is based on the product description that is valid at the time of the Customer's order and the written agreements resulting from it. We reserve the right, after prior notice, to discontinue services we offer free of charge or to introduce fees for these services.

3.2. If the subject of the contractual relationship is the registration of domain names, we only are obligated to arrange the desired domain registration. We do not accept liability for or provide any warranty that the domain registration authorities will actually allocate the domain name that the Customer requests in their order. The Customer is only entitled to assume they will actually be allocated the domain name once we have confirmed the allocation. We have no influence on the domain allocation.

3.3. We undertake to make economically reasonable efforts to achieve an annual average network availability of 99.9% at our data centers.

3.4. We strive to keep our networks operating at the highest possible level, so all of our clients benefit from it. Therefore the following actions are prohibited:

- Operating applications that are used to mine crypto currencies

- The scanning of foreign networks or foreign IP addresses

- Manually changing the hardware address (MAC)

- The use of fake source IPs.

3.5. If the service includes the allocation of an IP address, we do not perform a blacklist check of this IP address and the Customer has no claim to a specific IP address. We reserve the right to change the Customer's allocated IP address when necessary with prior written notice.

3.6. If we offer technical support services that go beyond the service description, then we invoice these separately.

4. PAYMENT CONDITIONS AND LATE PAYMENTS

4.1. We will invoice the Customer for any contractually binding services using the updated prices visible on powervps.net, plus the statutory value added tax. If the service is for shipped goods, the price includes postage and packaging from the specified storage location.

4.2. Depending on the contractual agreement, we process monthly, quarterly or annual invoices using the agreed means of payment. The Customer is obligated to comply with the terms and conditions of the payment service they use to pay their invoice.

4.3. The Customer is obligated to pay all fees and taxes incurred by using the service or by the third parties designated by the Customer. Billing is free of charge exclusively in electronic form. There are corresponding fees for postal delivery.

4.4. The Customer is obligated to comply with any applicable export and import control regulation, in particular the US regulations as well as all other relevant regulations.

5. ADMINISTRATOR RIGHTS AND DUTIES / DATA SECURITY

5.1. The Customer has full and sole administrator rights for all root and cloud server service products. The Customer is responsible for managing and securing these products at their own expense and risk.

5.2. The Customer, by using our services, is obligated to set up and manage their servers in such a way that does not compromise the integrity and availability of the networks, servers and data of third parties. In particular, it is strictly forbidden to use the servers for (d)DOS attacks or to run open mail relays or other systems that are capable of performing these actions. If the Customer violates this agreement, we reserve the right - without prior notice - to lock the server and terminate the contract without notice.

5.3. For the managed server products and services, we grant the Customer only basic usage rights. We monitor these servers 24 hours a day for service disruptions and provide customer support free of charge for simple services. For more extensive services lasting 15 minutes or more, we charge a flat service fee that is subject to prior agreement with the Customer.

5.4. The Customer is obligated to use the services provided appropriately and to refrain from abusive and illegal actions.

5.5. The Customer is responsible for making regular backups (backup copies) of their data; the backups should be stored outside the server provided by us. If data is transmitted to us on the Customer's servers, the Customer is obligated to make regular backup copies of the data. The customer is obligated to perform a complete data backup prior to any change they make on their own behalf or on the behalf of a third party. If there is nonetheless a loss of data, the Customer is obligated to transfer the relevant data files to us again free of charge or to restore the data themselves.

6. DATA PROTECTION

6.1. Data processing is performed in accordance with GDPR. Please refer to our privacy policy for more information, which is available under https://powervps.net/legal/privacy.pdf

6.2. If the Customer also wishes to process personal data of third parties with our services, the Customer alone remains the responsible

party in the sense of data protection law. We only process personal data as a processor of orders pursuant to Art. 28 GDPR if the Customer concludes a contract for processing orders with us. This contract for processing orders is not concluded automatically. We can offer the Customer the opportunity to conclude a contract for processing orders via the Customer's account, if necessary, which is supplemented by EU standard contractual clauses, if the Customer orders products that are located in a third country.

6.3. We hereby warn the Customer that we are generally unable to determine whether the Customer is processing personal data. The Customer is therefore obligated to provide us with the necessary information, in particular whether personal data of third parties are processed, for what purpose these data are processed and which categories the personal data and the data subjects are to be assigned. In the absence of a contract for order processing with the necessary information from the Customer, we assume that the Customer is not processing third party personal data using our services, so we will not take any measures in accordance with data protection law.

6.4. We hereby warn the Customer that, given the current state of technology, there is still no all-embracing form of protection for data transmission on the internet. The Customer is responsible for the safety and security of all data they store on any of their products.

7. USE BY THIRD PARTIES

7.1. The Customer is entitled to grant third parties a contractual term of use to any services the Customer orders from PowerVPS. In this case, the Customer nevertheless remains the sole contractual partner. The Customer continues to be solely and fully liable for compliance with the contractual agreements between us and the Customer.

7.2. If the Customer transfers user rights to their PowerVPS services to a third party, the Customer is obligated at the time of transfer to ensure that all legal and contractual provisions are followed. This is true for any changes that require the cooperation of the third party.

7.3. If the third party violates the contractual obligations or does not comply with the obligation to cooperate, if the data provided by the third party is incorrect or incomplete, or if other problems arise with the granting of user rights to third parties, the Customer assumes full liability for all resulting damages and, in addition, indemnifies us from all claims made against us by the third party or others.

8. USE OF THE SERVICES / CONTENT

8.1. The Customer is obligated to check and comply with the legal provisions arising from the use of the contractually agreed services, in particular the Telecommunications Act, the Telemedia Act, as well as national and international industrial and intellectual property rights, personal rights, and the requirements of competition and data protection laws on their own. The Customer indemnifies us against all claims of third parties arising from infringements of these obligations.

8.2. The Customer is obligated not to publish any content that infringes on the rights of third parties or otherwise violates applicable law. This includes in particular, but is not limited to, pornographic or obscene material, extremist content or content that offends common decency, gambling, material that could seriously endanger the morals of children or young people or violate the rights of third parties (copyrights, name rights, trademark rights and data protection rights). This also includes the publication of defamatory content, insults or disparagement of persons or groups of persons.

8.3. The transmission of spam mail is prohibited. This includes in particular the sending of unauthorized, unsolicited advertising to third parties. When sending emails, it is also prohibited to provide false sender data or to disguise the identity of the sender in any other way. The operation of applications for mining cryptocurrencies remains prohibited. These include, but are not limited to, mining, farming and plotting of cryptocurrencies. We are entitled to lock the Customer's access to their PowerVPS services or account in the event of non-compliance.

8.4. If we become aware of illegal activities, we are obligated under § 10 Telemedia Act (TMG) to request that the Customer immediately removes the offending content and we are entitled to lock the Customer's access to their PowerVPS services or account.

9. LIABILITY

9.1. The Customer uses PowerVPS services at their own risk. We are liable for indirect damages in the case of intent or gross negligence, but not for loss of profit. We are liable for culpable infringements that are not due to gross negligence or intent for the foreseeable damage typical for this type of contract, up to a maximum of 100 % of the price for the Customer's monthly product rental.

9.2. If the Customer violates the content obligations mentioned in Section 8 of these Terms and Conditions, in particular regarding legal prohibitions and decency violations, the Customer is liable to us for compensation for all direct or indirect damages arising from this, including financial losses. Furthermore, the Customer is obligated to indemnify us against claims by third parties - irrespective of the legal basis - resulting from the Customer or their designated third parties. The indemnification obligation also includes all incurred legal defense costs.

10. WARRANTY

If the service consists of goods delivered via post, a limitation period of 12 months after delivery applies to claims for defects. If the service consists of the delivery of used goods, we are not liable for any defects. The statutory limitation period also applies to claims for damages in the event of willful and gross negligence as well as in the event of injury to life, limb and health that are the result of an

intentional or negligent breach of obligation by the user.

11. RIGHT OF LIEN

The Customer grants us a lien on equipment installed by the Customer or by third parties in the data center to protect any outstanding debts arising from the contractual relationship. We are entitled to enforce the lien after informing the customer of their outstanding debts if the Customer does not settle all outstanding debts within 10 work days after receiving the notification of sale. Any surpluses generated by the sale are paid out to the Customer.

12. CANCELLATION POLICY

12.1. The Customer has the right to cancel this contract within fourteen days after the conclusion of the contract without providing any reasons. To exercise their right to cancel this contract, the Customer is required to notify us, PowerVPS, email: support@powervps.net by means of a clear declaration (e.g. a letter sent by post, fax, email or via the Customer's account on our secure online administration interface) of the Customer's decision to cancel this contract. The Customer is free to use the cancellation template for this purpose, although it is not mandatory. To meet the cancellation requirements, it is sufficient for the Customer to send a clearly worded notification that they wish to exercise their right of cancellation before the cancellation deadline.

12.2. Cancellation procedure If the Customer cancels this contract, we will immediately or at the latest fourteen days from the date of our receiving the notice of cancellation of this contract, refund all payments we have received from the Customer including delivery charges (with the exception of additional charges arising from the Customer choosing a type of delivery other than our standard low-cost standard delivery). This refund will use the same means of payment that the Customer used in the original transaction, unless we mutually agree otherwise. Under no circumstances is the Customer charged any fees for this refund.

Service that has already begun can be terminated at the first 10 days after order ready. Time of cancellation, we will invoice the Customer for the corresponding pro rata

14. FINAL PROVISIONS AND SEVERABILITY CLAUSE

14.1. These Terms and Conditions and the contractual relationship between us and the Customer are governed by the laws of the UN Convention on Contracts for the International Sale of Goods and international private law.

14.2. The international and exclusive place of jurisdiction for all disputes arising from this contractual relationship is our registered office in Gunzenhausen. We are, however, entitled in all cases to initiate legal proceedings at the Customer's place of business. Superordinate statutory provisions, in particular, on exclusive jurisdiction, remain unaffected.

14.3. If any provision is or becomes invalid or unenforceable in whole or in part, this has no effect on the validity of the remaining provisions. The same applies if and to the extent that an omission be revealed in this contract. In place of the invalid or unenforceable provision, an appropriate provision will apply which, as far as legally possible, corresponds to the sense and purpose of the invalid or unenforceable provision or to the presumed intention of the parties, just as if they had considered this point.