











39. Neither ROUTEDGE, its agents, partners, QDR, ICANN, the respective central registry nor any person involved in the rendering of the service will be liable to the customer or any third party for any direct or indirect loss of profits, earnings or business opportunities, damages, expense, or costs resulting directly or indirectly from any failure to perform any obligation or provide service hereunder because of any Force Majeure, or governmental acts or directives, strikes, riot or civil commotion, war, any natural disaster, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force or condition beyond ROUTEDGE's' reasonable control.
40. ROUTEDGE cannot be held liable for delays of services and server downtimes due to force majeure, fault of third parties or due to events which ROUTEDGE has no influence on, despite any agreed upon deadlines and dates. ROUTEDGE is authorized to postpone the provision of services and/or delivery by the duration of the respective disruption plus an appropriate starting time. Furthermore ROUTEDGE can limit access to the service if the stability and security of the operation, the maintenance of the net integrity, in particular the avoidance of serious disturbances of the network, the software or stored data require such action. ROUTEDGE is not obligated to review or monitor the use of the service by the customer to ensure their legality.
41. The customer agrees to keep all passwords and access data received from ROUTEDGE for access to our services secret and to inform ROUTEDGE once he receives any information about unauthorized parties gaining access to these passwords. The customer acknowledges that he is responsible for any orders or statements issued with his user-identification and that he bears the risk of unauthorized use of his access data. Should unauthorized third parties use ROUTEDGE services while using his account, the customer is responsible for all fees and damages. ROUTEDGE may lock access to an account if there is sufficient reason to assume it is used by unauthorized parties. ROUTEDGE will inform the customer without delay of any such measure taken.
42. In case of allowed use by third parties or resale of products and services of ROUTEDGE to third parties, the customer is liable for any claims resulting from violations of the contract terms by the third party and shall indemnify ROUTEDGE in full from all claims resulting from the use of the service by the third parties.

## VIII. Protection of data

43. For carrying out the services the storage, processing and use of personal data of the customer is necessary. This is done within the scope of the legal data protection regulations. Additional information on this is provided in the data protection guidelines of QDR and ROUTEDGE which are deemed to be part of these terms and conditions.

