



Das Universum der Internet- und Business-Dienstleistungen  
The Universe of powerful Internet and Business Services



## Terms of business

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### General...

#### Legal definitions:

"We": Star Enterprise, Egerer Str. 2, 95369 Untersteinach / Germany.

"Client": A person or company, for which these terms of business applies.

"Purchase object": Products, services and information offered by Star Enterprise.

By placing an order, the client accept our prices (see concerned webpage for details) and the terms of business listed here. We deliver only companies and public institutions. We reserve the right to decline an order.

Volume discounts (where available) are only granted for orders of same-typed purchase objects which arrives together within one hour after the first order was sent, are marked by the client as connected ones and are not subject for other discounts.

After the purchase objects were made available to the client, all sales are final and done payments are not refundable.

**Germany & EU only:** All prices are plus goods and services tax (required for Germany, otherwise where applicable). **World:** Customs duties must be paid by the client.

Invoices are made available to the client via e-mail or telefax and have to be paid in full immediately after reception.

We recommend payment via credit card, because it's the fastest and most secure way. The entire transaction process and all data transfers are encrypted. Alternative methods requires payment in advance - this may slow down the order fulfillment.

We store all information on our computer systems for internal processing. Data is not shared with third parties for commercial usage. We retrieve various network information (e.g. IP address, host) during the order process to protect us against criminal offenses and will investigate all credit card crime attempts.

**Only completely filled order forms are accepted:** Client's official postal and e-mail addresses as well as a valid telephone number are required for each order (since the data must be traceable and verifiable for us, it should be part of a client-owned domain name record registered at an Internet whois database). We may request further details from client before processing an order (like a faxed copy of the trading license, credit card or personal identity card).

If client needs to cancel an order, we reserve the right to bill existing expenses.

#### All purchase objects are provided on an "as is, as available" basis.

We give no warranty and take over no liability, expressed or implied, for the provided purchase objects, including, without limitation, warranty of merchantability and fitness for a particular purpose, liability for damages arising from client's use of the purchase objects (including data loss), liability for reimbursement for losses of income due to damages caused by the use, delay, unavailability or disruption of the purchase objects. Client takes over full liability and responsibility including, without limitation, using the purchase objects. We are only liable in case of negligence, maximum warranty limit is \$10 USD.

In case of payment lacks, we reserve the right, after sending one notice, to stop the availability and delivery of purchase objects; this action doesn't affect our existing claims. Client agrees to pay all related fees, including, without limitation, payment notice

fees and money collection charges. Until the entire open payment arrives, we reserve the right to calculate interest for delayed payment at a value of 5 % per month based upon the total open amount, starting from the date of first payment reminder.

We reserve the right to modify these terms of business without notice or stop availability and delivery of purchase objects without notice. Demands occurring from client, including, without limitation, because of the unavailability of purchase objects, are excluded.

Client will use our website and purchase objects in a way that is consistent with all applicable laws of the Federal Republic of Germany. All disputes relating to these terms of business are subject to the final and binding arbitration in Germany. Law court location is our company headquarters (95369 Untersteinach, Germany).

All payments regarding the purchase objects must be made in advance for each month.

Client agrees that all material submitted for publication on the server will not contain anything illegal (including, without limitation, violence, pornography, privacy offenses and computer viruses), unethical or anything not in compliance with our ethical values. Such activities leads to immediate deactivation of the server and cancellation of the purchase objects without warning. We take over no liability or responsibility for client's activities.

Due to the open nature of computer networks, we are not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network.

It is not allowed to use the server for mass electronic mailings, as proxy gateway or for any other abusive application that hurts the performance of the server.

In case of payment lacks, we reserve the right to set all "in-house" registered domain names to "transit" status (or equal one) in the concerned registrar's database (client takes over all charges eventually applying for this action).

We require one month notice from the client to cancel the purchase objects. In case of cancellation, all "in-house" and "selfreg" registered domains will be removed from our domain name servers. All "in-house" registered domains, which are still active at the date of cancellation, will be set to "transit" status (or equal one) in the concerned registrar's database (client takes over all charges eventually applying for this action).

After cancellation of the purchase objects, we reserve the right to close the server and remove all stored data without further notification made to client.

SunnyScript software is available free of charge for usage on the server as long as the purchase objects are delivered. Note that the [SunnyScript's terms of business](#) applies.

Client receives non-exclusive rights on the purchase objects, unless a special agreement in written form is made between us and client providing exclusive rights to the client. We reserve the right to re-use parts of the purchase objects for other applications.

Client may place orders only by using the assigned AuthorizedMerchant-ID. No additional discounts are granted, except such stated being explicitly valid for resellers.

All contracts regarding the purchase objects are done solely between us and the client. Client will be billed directly for all orders.

We are not liable for any statements made by the client to third parties. Client takes over full warranty, liability and responsibility for purchase objects delivered to third parties.

Client agrees to offer our purchase objects in a non-altered way separately from others. Bundlings with purchase objects of third parties requires our prior written consent.

All purchase objects have to be offered in unchanged condition to third parties (especially all included copyright notices).

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