

JIMDO

GENERAL TERMS & CONDITIONS OF SERVICE

We know legal texts can be complicated, so we've put together a **summary** of our Terms & Conditions of Service (TOS) for you.

Please note that the content listed here is just a small part of our TOS. **It doesn't replace the TOS in any way** and is not legally binding. Please also read through our complete TOS.

**Please
Read!**

It's about the conditions under which we enter into a **Contract** with you.

Whenever someone creates a Jimdo user account or we confirm an order, a contract comes into play.

For this, we have our TOS.

These terms regulate how the contractual relationship between you and us should work, and what rights and obligations we each have.

**WHAT'S IT
ALL ABOUT?**

**WHO DO WE
ENTER INTO
CONTRACTS
WITH?**



With **businesses** and **Consumers** who are over the age of 16.

If you register with us, you must enter your personal data truthfully and in full and always keep it up to date.

We don't have to, but we can ask you to provide proof of your identity.

**WHAT DO WE
ENTER INTO
CONTRACTS
ABOUT?**



That depends entirely on which of our **services** you wish to use.

We offer both free and paid services.

Depending on what you want and whether you want it as a standalone service, a plan, or an add-on, each of these services become the subject of a contract.

OBLIGATION TO COMPLY WITH RULES/REGULATIONS



If you use our online services, you are required to comply with our **Community Standards** as well as all other applicable laws (youth protection, data protection, tax law, competition law, etc.). You must bear the costs and consequences of them yourself, as well as for your employees, for example, if they have access to the website. You must also notify us immediately as soon as you become aware of a breach.

THIRD-PARTY SERVICE PROVIDERS



You can integrate services from external providers on your Jimdo website at your own risk. However, we may also refuse this for legitimate reasons.

If you want to use these services from third-party providers, then the contract is usually just between you and the third party. If you have problems with them or their services, that's a matter between the both of you, and we're not liable.

OUR INTELLECTUAL PROPERTY



You have the right to use our templates and designs (e.g. images, text, layout, fonts) on your Jimdo website, but not anywhere else!

We have the right to use content on your Jimdo website for marketing purposes, search functions, or to comply with legal obligations, for example. We do not need to identify you as the author or name you.

You must pay us the agreed price in advance and for the respective initial contract period unless otherwise agreed. All prices include **VAT**.

After you've received the invoice, you must pay it within **14 days**. All payments will then be taken by us using the **payment method** you've chosen.

PAYMENT TERMS/INVOICES



Duration

The length of a contract depends on the **service in question**. If you don't cancel the contract in good time, it'll be automatically renewed (see below).

Termination of a Contract

You can terminate contracts online, e.g. using the **cancellation button**, or in writing, e.g. by **email**. When you can end the contract depends on whether you're a **business** or **consumer**, and when it happens:

DURATION/TERMINATION OF A CONTRACT



Business

At the start

Withdrawal: You can withdraw from the contract in writing **within 14 days** of agreement without giving a reason.

Consumer

Withdrawal: You can withdraw from the contract **within 14 days** of agreement without giving a reason. It's best to use our **Revocation form**.

Later on

Minimum term

Generally automatically extended by the same term as before without notice

Cancellation at least **one month** before the end of the term

Minimum term

Extends **indefinitely** without notice

Cancellation at least **one month** before the end of the term

Can be canceled at any time with a **one-month notice period**

OUR PROMOTIONAL ACTIVITIES



If you use one of our free plans, we can advertise on your website. We don't have to pay you for this, and you're not allowed to edit, remove, or hide the ads.

We may design the administration area (e.g. in the dashboard or CMS) at our own discretion. This means we may also place content there that we believe could be valuable or useful for you.

BACKUPS



For the duration of the contract and after it, you are responsible for backing up all data and content on your Jimdo website.

Although we regularly back up our web server, it's possible that individual content can't be restored. After the contract between us ends, we may also irreversibly delete your Jimdo website and all its data.

ADDITIONAL TERMS

FOR YOUR PERSONAL DOMAIN, LOGO CREATOR, ONLINE STORE, ETC.



Please make sure to read the additional terms of our TOS if any of the following apply to you and your Jimdo website:

- You're using a personal domain
- You're generating Jimdo Statistics
- You're using our online store
- You're using the Logo Creator
- You're using Jimdo Business Listings
- etc.

These aren't covered here, but are still very important!

Termination

Not only you may terminate your contract with us. We're also allowed to terminate our contract with you:

- with a **notice period of 12 weeks** without giving a reason (any payments made in advance will be refunded to you).
- Or, if there's an **important reason**, we can cancel immediately and with **no notice period**. This is possible if you violate our Community Standards, for example.

Delete/Disable content and other defensive measures

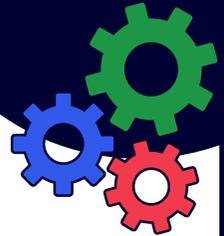
We have the right to disable or even delete website content under certain circumstances. For example, we can do this if you:

- violate our **Terms or the law**
- have not met all or part of your **payment obligations** for more than 30 days
- only use our free services and **haven't logged into** your account for 180 days

Electronic Communication

As a rule, we only **communicate electronically**. In principle, we don't send anything in the mail, unless we decide to do so for individual cases, e.g. if the law strictly requires the strict written form.

WHAT ELSE CAN JIMDO DO?



We have the right to make changes, additions, etc. In particular, to:

- services and features
- service prices
- selection and integration of third-party services
- TOS and additional conditions

We'll communicate these changes (where applicable) in a timely manner.

CHANGES

