

General Terms and Conditions

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General

Scope and subject matter

These General Terms and Conditions (GTC) apply to all contracts concluded between the Provider and the Customer.

Terms and conditions of the Customer deviating from these GTC do not apply, unless the provider and the Customer have expressly agreed to it.

The Provider does not conclude contracts with Consumers or private individuals. His offer is directed exclusively to entrepreneurs.

The service offered by the Provider includes, among other things, the creation or development of websites. A detailed agreement on the services provided is part of the contract concluded individually between the Provider and the Customer.

The term "website" in these GTC includes all forms of websites, for instance online stores.

The Provider is authorized to outsource the offered services to a subcontractor in its own name and for its own account. The subcontractor may also use subcontractors. The Provider shall remain the sole contractual partner of the Customer in this respect. The Provider shall not use subcontractors if it is evident to the Provider that the use of such subcontractors would be contrary to the legitimate interests of the Customer.

Conclusion of contract

If the Customer wants to make use of the services of the Provider, the Customer first makes an inquiry to the Provider with a detailed description of the desired services. This request represents an invitation to the Provider to submit an according offer. The Provider will examine -to the best of his knowledge and belief - whether the requests of the Customer described in the inquiry are complete, clear, feasible, free of contradictions and suitable for the desired realization and will prepare an offer on this basis. However, the Provider will not carry out a legal review of the Customer's request. Only if the Customer accepts the offer of the Provider, a contract between the Provider and the Customer is concluded.

If the offer of the Provider contains drafts, samples or creative proposals, but no contract is concluded, the Customer has no claim to the handing out of the drafts, samples, creative proposals or, if applicable, the associated source codes, copies, etc. In this case, the Customer must delete all copies, destroy them and/or return them to the Provider.

Cooperation obligations of the Customer

Insofar as the conclusion of a data processing agreement (DPA) is required for individual services in accordance with Art. 28 GDPR, both contracting parties undertake to conclude such a contract before the start of the provision of the services in question. The DPA shall in principle be provided by the Provider.

The Customer is obliged to provide all necessary information, data (e.g. for the imprint), works (texts, images, layouts, graphics, etc.) and accesses for the purpose of fulfilling the assignment in a complete, timely and correct manner.

The Customer is responsible for the procurement of the material for the design of the web pages and other works (e. g. graphics, texts), unless the Provider and the Customer have expressly agreed otherwise. If the Customer does not provide the material or does not provide it in a timely manner and does not make any further specifications, the Provider shall be authorized, at its own discretion, to use image material from common providers (e.g. stock photo providers) or to provide the corresponding parts of the website with a placeholder, in compliance with the copyright labeling requirements.

If the Customer provides the (necessary) cooperation or supportive input late, the Provider is not liable for any delays including delays in the implementation of any projects resulting from this.

If the Customer supplies the Provider with texts, images or other content within the scope of the assignment, the Customer is responsible for ensuring that this content does not infringe any rights of third parties (e.g. copyrights). The Provider is by law to provide legal advice services to the Customer. In particular, the Provider is not obligated and not authorized to do a legal check of the Customer's business model and/or the works (texts, images, layouts, graphics, etc.) created or acquired by the Customer himself for their compatibility with applicable law and, in particular, will not conduct any trademark research or other property right collision checks with respect to the works provided by the Customer. If the Customer gives specific instructions regarding the work to be produced, he shall be liable for this himself.

If the Customer does not comply with his obligations under this clause, the Provider may charge the Customer for the time spent on this (e.g. costs for stock photos and time spent searching for them).

Acceptance

The Provider is entitled to demand acceptance of the contractually owed work in writing. The Customer owes a written acceptance only if the Provider requests him to do so. The provisions of acceptance as stated on the Civil Code remain unaffected.

The acceptance period in accordance to § 640 (2) sentence 1 BGB (German Civil Code) shall be set at 2 weeks starting from the notification about the completion of the work, unless a longer acceptance period is required in individual cases due to special circumstances, in which case the Provider shall notify the Customer separately. If the Customer does not comment within the acceptance period or does not refuse acceptance due to a defect, the work shall be deemed accepted.

Remuneration

The Provider and the Customer shall conclude an individual contractual agreement on the remuneration for the assignment, which in principle shall be based on the offer.

The Provider is entitled to adjust its prices regularly to the extent that its own costs for providing the service increase. Customers with existing contracts will be notified of the price adjustment by e-mail at least one month before the adjustment comes into effect. If the Customer does not object within the period set in the notification, this will be taken to signify consent. The notification of the planned price adjustment will refer to the objection period and the legal consequences of the objection or its absence. If the Customer objects to the price adjustment, his contract shall be terminated exceptionally as of the effective date of the price adjustment.

Term of contract for continuing obligations

If not stated otherwise, continuing obligations (e.g. maintenance contracts) do have a minimum term of 12 months. The period of notice is 3 months. If the contract is not terminated in due time at the end of the term, it shall be automatically extended by a further 12 months.

The right to extraordinary termination for good cause remains unaffected.

Warranty for defects, liability and indemnification

An insignificant defect shall not constitute grounds for claims for defects. The choice of the type of supplementary performance lies with the Provider. The limitation period for claims based on defects and other claims is one (1) year; this reduction of the limitation period does not apply to claims resulting from intent, gross negligence or injury to life, limb or health by the Provider. The limitation period shall not begin again if a replacement delivery is made within the scope of liability for defects. Otherwise, the statutory warranty for defects remains unaffected.

The liability of the Provider for all damages is limited as follows: In the event of a slight degree of negligence regarding the breach of a material contractual obligation ("cardinal obligation"), the Provider's liability shall be limited in each case to the amount of the damage foreseeable at the time of conclusion of the contract and typical for the contract. Cardinal obligations are obligations whose fulfillment is essential for the proper execution of the contract and on which a party may regularly rely. This limitation of liability shall not apply in the event of gross negligence or intentional acts or in the event of mandatory statutory liability, in particular in the event of the assumption of a guarantee or culpable injury to life, limb or health. The above liability provision shall also apply in regard to the liability of the Provider for its vicarious agents and legal representatives.

The Customer indemnifies the Provider from any claims of third parties, which are asserted against the Provider due to violations of the Customer against these GTC or against applicable law.

Services for websites

Creation of websites

Subject matter to the contracts concluded between the Provider and the Customer is the creation of websites and the development of new websites or the extension of existing websites (e.g. integration of new interfaces) in compliance with the technical and / or design specifications as requested by the Customer. Contracts concluded between the Provider and the Customer concerning the creation of websites are contracts for work and services within the meaning of §§ 631 et seq. BGB (German Civil Code).

Unless otherwise agreed between the provider and the Customer, the websites created are optimized for mobile devices.

Unless otherwise agreed, the websites created are optimized for all common browsers in their respective current versions (respectively the last two versions of the browser).

The assessment or acquisition of rights, the procurement of tools (e.g. statistics) or certificates (e.g. SSL / TLS) or the provision of source codes, development, application or other additional documentation shall only be rendered by the Provider if this has been expressly agreed by an individual contract.

After completion of the work (e.g., creation of the website), the Provider shall request the Customer to accept the website (declaration of acceptance).

The Customer can access the development site at any time and make requests, as long as they are covered by the initial agreed scope of services. Such adjustments become part of the original contract if the Provider and the Customer agree in text form (e.g. by e-mail). Otherwise, the Provider is only obliged to develop the functions / items listed in the contract or to provide the agreed service (e.g. maintenance). Any additional services must be agreed upon and remunerated separately.

If the Customer does not use hosting services offered by the Provider for the website created, but from third party providers, the Provider assumes no responsibility for the respective servers and their configuration, the data lines and / or the accessibility of the website.

If the Provider and the Customer have not agreed on additional maintenance and support services, solely the Customer is responsible for the technical maintenance and up-to-dateness of the website after acceptance. The Provider is not liable to the Customer for any security gaps resulting from the use of outdated software that are being exploited by third parties for illegal purposes (hacking).

Creation of the imprint and privacy policy with text generators

If the Provider and the Customer have agreed so, the Provider shall create the privacy policy and the imprint für die Webseite des Kunden. for the Customer's website. For this purpose, the Provider uses text generators. The Provider is only responsible for the creation of the texts by use of text generators; the Customer is responsible for the legal and content review.

The Customer is obliged to supply the Provider with all necessary information for the creation in a timely, correct, and complete manner. The Customer must inform himself and the Provider independently about any specific information obligations regarding the imprint (e.g. professional liability insurance, professions subject to licensing, etc.) and the privacy policy . In this context, it is again highlighted that the Provider is not permitted by law to provide any legal advice to the Customer.

The Customer must inform the Provider independently and immediately about any changes that affect the information in the imprint or in the privacy policy .

An update of the imprint or the privacy policy after completion and acceptance of the website must be assigned separately by the Customer from the Provider, unless otherwise agreed in the individual contract.

Webhosting (Resell)

The Provider and the Customer may agree on the performance of hosting services as an additional option within the scope of the website creation. The specific scope of services (storage space, certificates, etc.) is the subject of individual contractual agreements between the Parties. The Provider is entitled to use services of third parties in any form regarding the performance of said hosting services.

Unless the Provider and the Customer have agreed otherwise, the Provider shall assume the administration and management of the data in the event of an assignment as the hoster. In principle, the Customer shall not be granted access to the administration backend of the hosting system.

The availability of the servers used by the Provider for the purpose of hosting is at least 99% on an annual average. Excluded from this are those times during which the servers are not accessible due to events beyond the control of the Provider (force majeure, actions of third parties, technical problems, etc.).

Unless the Provider and the Customer have agreed otherwise, the Customer has no right to the allocation of a fixed IP address for his Internet presence. Technical or legal changes are possible at any time and remain reserved.

The Customer is obligated not to disclose his passwords and other access data - insofar as such were made available to him by the Provider - to third parties and must change them regularly. The Customer is responsible for any misuse by third parties, as far as he is responsible for it.

The Customer is obliged to make regular backups of his hosted data. If the Customer is not able to do so, he must commission the Provider or other professionally qualified third parties with the backup. The Customer is liable for any data loss that occurs due to insufficient data backup.

Domain registration

The Provider and the Customer may agree on the performance of domain registration services as an additional service within the scope of the website creation. The specific scope of services is subject to individual contractual agreements between the Parties.

The contractual relationship required for the registration of the respective domain shall be established directly between the Customer and the respective domain registry or registrar. In the contractual relationship between the Customer and the registry, the Provider merely acts as an intermediary without having any influence on the allocation of the domain.

The Customer is solely responsible for the fact that the domain requested by him does not violate any rights of third parties. A verification of the domain by the Provider is not owed.

For the registration of domains, the respective terms and conditions of the individual registries shall apply in addition. In case of an intended registration, the Provider shall inform the Customer of any special features.

Maintenance and upkeep of websites

After the completion of a website and / or individual parts thereof, the Provider can offer the Customer maintenance and upkeep services in relation to the website. The Provider can also offer the maintenance of third-party websites. However, neither the Provider is obligated to make such an offer, nor does the Customer have to make use of such service offered by the Provider. Corresponding agreements are exclusively subject to individual agreements.

The subject of the maintenance agreements is the elimination of malfunctions as well as the occasion-related updating of the website for common web browsers in their respective current version by the Provider. Further details, such as regular maintenance, may be agreed upon in individual contracts.

Prerequisite for maintenance is that the website content to be maintained is compatible with the Provider's systems. Compatibility may be impaired in particular by obsolete components of the website content to be maintained or by unauthorized changes to the website content made by the Customer. If compatibility is not guaranteed, the Customer must establish it independently (e.g. by means of appropriate updates) or separately commission the Provider to establish compatibility.

The Provider shall not be liable for malfunctions and incompatibilities caused by unauthorized changes made by the Customer or based on other errors that do not lie within the Provider's area of responsibility; the provisions under "Liability and Indemnification" shall remain unaffected.

The maintenance only includes the technical, but not the content-related updating of the website, in particular not the updating of the imprint or the privacy policy, unless the Provider and the Customer have expressly agreed on this.

Marketing and content

SEO marketing

If the Provider and the Customer agree on the performance of services in the area of SEO marketing, the Provider shall, within the scope of the provision of services, solely owe the implementation of measures which, according to the Provider's own experience, can positively influence the search engine ranking or which are expressly requested by the Customer. This is a service within the meaning of §§ 611 et seq. BGB. A specific result (e.g. a specific ranking in the Google hit list) is not owed within the scope of the SEO marketing services, unless the Provider and the Customer have expressly agreed so.

SEA campaigns

If the Provider and the Customer agree on the performance of services in the area of SEA campaigns, the Provider shall, within the scope of the provision of services, solely owe the submission of proposals regarding keywords with an advertising effect and, after approval by the Customer, the implementation of the measure (placement of advertisements). These are services within the meaning of §§ 611 et seq. BGB (GERMAN CIVIL CODE). A specific result (e.g. sales figures) is not owed within the scope of SEA services, unless the Provider and the Customer have expressly agreed so.

In addition to the claim for remuneration for the service, the Provider shall have a claim against the Customer for reimbursement of expenses regarding chargeable advertisements.

The Provider is not obliged to check the legality of keywords. The Provider shall make suggestions to the Customer regarding the booking of keywords. The legal review, in particular regarding the trademark rights of third parties, and release of the keywords is solely the responsibility of the Customer and has to be performed by the Customer before the campaign is carried out.

Social media marketing

If the Provider and the Customer agree on the performance of technical support for the creation and/or maintenance of social media presences, the Provider shall solely owe the technical creation of the social media pages and/or the upload of the content that shall be provided by the Customer.

If the Provider and the Customer have expressly agreed so, the Provider shall also create social media advertisements for the Customer, which are created specifically via the system provided by the respective social media platform for this purpose. The Provider shall solely owe the creation of the advertisements based on the individual Customer's request. However, specific results (e.g. sales figures) are not owed.

The selection of content (images, text, videos, imprints, etc.), is the sole responsibility of the Customer. The Provider will not check these contents for their subject or legal accuracy. In that respect, it is expressly highlighted that the Provider is not permitted to provide any legal advice to the Customer. Should he nevertheless determine in individual cases that the content provided by the Customer violates applicable law, he may refuse to post such content.

In addition to the creation of the social media pages, posting in the name and under the name of the Customer (so-called ghost posting) by the Provider can also be agreed to be part of the rendered service. The Provider is free in the content design, if there are no specifications made by the Customer. There is no obligation to respond to posts by third parties or to monitor them. This is the sole responsibility of the Customer as the operator of the social media page. The service provider in the sense of § 10 TMG is solely the Customer. Details are subject to individual contractual agreements.

The Provider is only the external processor of the Customer regarding the support of the social media pages.

Content marketing

If the Provider and the Customer agree on the performance of professional content marketing services (text creation /copywriting) , the billing and duration of the assignment shall be based on the specifications of the accepted offer.

The content of the texts is based on the Customer's specifications. Once the agreed text has been completed, the Provider will send the created texts to the Customer for review and approval.

Unless otherwise agreed, the Customer has the right to two correction or modification loops. Complaints regarding the stylistic design or the integration of new information into the text are excluded after the second change loop. If the Customer wishes further changes, he must bear the additional costs.

If the Provider has been commissioned with the integration of the texts in public media (e.g. online or print media), the Provider shall only publish texts that have been released by the Customer. The Provider shall only be liable for errors discovered after release in accordance with the provisions under the heading "Warranty for Defects, Liability and Indemnification".

Advice and consulting

Consulting services

If the Provider and the Customer agree on performance of consulting services, the Provider shall, within the scope of the provision of services, exclusively owe an assessment of the subject matter of the consulting services to the best of its knowledge and belief. No legal advice is owed.

Consulting services are services in the sense of §§ 611 et seq. BGB (German Civil Code). A specific result is only owed if the Provider and the Customer have expressly agreed so.

Market observation

If the Provider and the Customer agree on the performance of services in the field of market observation, the Provider shall, within the scope of the provision of services, solely owe the market observation measures that have been agreed upon with the Customer in advance. This is a service in the sense of §§ 611 et seq. BGB (GERMAN CIVIL CODE). A certain result (e.g. sales figures) cannot be guaranteed b, unless the Provider and the Customer have expressly agreed so.

The billing and duration of the assignment are based on the specifications of the accepted offer.

Layout and design

Logo design and conception

If the Provider and the Customer wish to agree on the performance of services regarding the design and conception of logos, the services agreed upon in detail shall result from the individual contract concluded between the Provider and the Customer. For this purpose, the Customer shall submit an inquiry to the Provider with a precise as possible description of the desired logo. This inquiry represents an invitation to submit an offer by the Provider. The Provider will check the Customer's requests described in the inquiry to the best of his knowledge and belief regarding completeness, suitability (except for legal suitability, in particular regarding the rights of third parties), unambiguity, feasibility and freedom from contradiction and will prepare an offer on the basis of the requests arising from the Customer's inquiry. A contract between the Provider and the Customer shall only be concluded upon acceptance of the offer by the Customer.

If the Customer commissions the Provider with the logo design and conception, the Provider expressly does not check the admissibility of the logo under competition law, trademarks, or other property rights or the registrability.

Prerequisite for the performance of the Provider is that the Customer provides all data required for the implementation of the project (color definition, etc.) to the Provider before the start of the project completely in a suitable form. If the Customer does not fulfill this obligation, the Provider can charge the Customer for the resulting time expenditure.

Unless otherwise agreed between the Provider and the Customer, the Customer shall be entitled to two correction loops. After these correction loops have been carried out, requests for adjustments and complaints (in particular regarding the artistic design) will no longer be considered. If the Customer wishes further changes after the second correction loop, the Provider can create these for the Customer for an additional fee to be agreed.

The drafts presented within the correction loop may not be used, reproduced or passed on to third parties, either in the original or modified, by the Customer without the express consent of the Provider.

As soon as the agreed object of performance has been completed, the Provider shall request the Customer to accept the work. The logo design or conception will be sent to the Customer in a common file format.

Unless otherwise agreed in an individual contract, the Provider may require that a suitable copyright notice be placed in an appropriate location on the works created.

The remuneration for the logo design and conception is the subject of an individual contractual agreement between the Parties.

The Provider shall grant the Customer the rights of use required for the respective purpose. A transfer of the rights of use to third parties requires an individual contractual agreement.

The rights of use are transferred to the Customer only after full payment of the remuneration.

Video and photography

If the Provider and the Customer wish to agree on the creation of professional videos and photographs, the services agreed upon in detail shall result from the individual contract concluded between the Provider and the Customer. For this purpose, the Customer first submits an inquiry to the Provider with a precise as possible description of the services desired. This request represents an invitation to submit an offer by the Provider. The Provider will check the Customer's requests described in the inquiry to the best of his knowledge and belief regarding completeness, suitability (except for legal suitability, in particular on the rights of third parties), unambiguity, feasibility and consistency and prepare an offer based on the wishes arising from the Customer's request. A contract between the Provider and the Customer shall only be concluded upon acceptance of the offer by the Customer.

The Customer's requests will be taken into account to the best of the Provider's knowledge and belief. The Provider and the Customer acknowledge that the creation of videos and photographs is a creative service that requires a high degree of artistic freedom. The Provider therefore solely owes the creation of a work that, according to the Provider's own experience and assessment, corresponds to the Customer's wishes. Complaints regarding the artistic design are excluded.

Unless otherwise agreed, the Customer is entitled to two correction loops with regard to the image editing or video editing (e.g. through filters and effects) of the created photographs or videos ; however, a new creation of the photographs or videos is excluded. Complaints regarding the artistic design are excluded. If the Customer wishes further changes, he must bear any additional costs.

If the Customer provides persons for the creation of the videos or photographs (e.g. his employees or professional models), he is solely responsible for ensuring that the persons concerned have consented to the use of the recordings. In particular, he shall be responsible for concluding suitable model release agreements and obtaining GDPR-compliant employee commitments.

As soon as the agreed object of performance has been completed, the Provider shall request the Customer to accept the work.

Unless otherwise agreed in an individual contract, the Provider may require that a suitable copyright notice be placed in an appropriate location on the created works.

Unless otherwise contractually agreed and not to be expected otherwise from the purpose of the contract, the Customer shall in principle only receive recordings that have been fully processed for the respective purpose. The Customer has no claim to the release of raw data or editable files (RAW files or similar).

print-design

The subject matter of design contracts in the print sector concluded between the Provider and the Customer is the development of print products based on the Customer's design specifications (e.g. design of banners, post graphics, posters, flyers, vehicle or shop window stickers, textiles or logo designs). Design contracts concluded between the Provider and the Customer are contracts for work and services within the meaning of § 631 et seq. BGB (GERMAN CIVIL CODE). The services agreed upon in detail result from the contract concluded individually between the Provider and the Customer. For this purpose, the Customer first submits an inquiry to the Provider with a precise as possible description of the design services desired. This request represents an invitation to submit an offer by the Provider. The Provider shall examine the Customer's requests described in the inquiry to the best of his knowledge and belief regarding completeness, suitability (with the exception of legal suitability, in particular with regard to the rights of third parties), unambiguity, feasibility and freedom from contradiction and shall prepare an offer on the basis of the wishes arising from the Customer's inquiry. A contract between the Provider and the Customer shall only be concluded upon acceptance of the offer by the Customer.

After the assignment has been placed, the Customer's requirements are discussed in a briefing, if necessary, and are specified in more detail. At this time, Customer requests can be introduced, provided they are covered by the originally agreed scope of services. Adjustments become part of the original contract if both Parties agree in text form. Otherwise, the Provider is only obliged to produce the items listed in the contract. Any additional services must be agreed and remunerated separately.

As soon as the agreed performance object has been completed, the Provider shall request the Customer to accept the work.

Unless otherwise agreed, the customer is entitled to two correction loops. Complaints regarding the artistic design are excluded. If the Customer wishes further adjustments, he must bear any additional costs.

Prerequisite for the activity of the Provider is that the customer provides the Provider with all data required for the implementation of the project (texts, templates, graphics, etc.) before the start of the assignment completely and in a suitable form. The Provider shall not be liable to the Customer in any respect for delays and delays in the implementation of projects caused by late (necessary) cooperation or additional work by the Customer. If the Customer does not comply with this obligation, the Provider may charge the Customer for the resulting time expenditure.

The remuneration is subject to an individual contractual agreement between the Parties.

Unless otherwise contractually agreed and not otherwise to be expected from the purpose of the contract, in addition to the contractually agreed performance objects the Provider only owes the delivery of a print file (e.g. PDF, JPG or PNG) regarding the creation of print products. The Customer has no right to the delivery of an editable file (e.g. Word, Indesign).

Final provisions

Granting of rights/own advertising

After full payment of the assignment by the Customer, the Provider grants the Customer a simple right of use to the corresponding work results at the time of their creation. Further rights can be agreed upon in individual contracts.

Unless otherwise agreed, the Customer expressly grants the Provider permission to present the project to the public in an appropriate manner for the purpose of self-promotion (references/portfolio). In particular, the Provider shall be entitled to advertise the business relationship with the Customer and to refer to itself as the author on all advertising materials created and in all advertising measures, without the Customer being entitled to any remuneration for this..

Furthermore, the Provider shall be entitled to place its own name with a link in an appropriate manner in the footer and in the imprint of the website(s) created by the Provider, without the Customer being entitled to any claim to remuneration for this.

Confidentiality

The Provider shall treat all business transactions of which he becomes aware as strictly confidential, in particular print documents, layouts, storyboards, numerical material, drawings, tapes, images, videos, DVDs, CD-ROMs, interactive products and such other documents containing films and/or radio plays and/or other copyrighted materials of the Customer or companies affiliated with the Customer.

The Provider undertakes to impose the duty of confidentiality on all employees and/or third parties (e.g. suppliers, graphic designers, programmers, film producers, sound studios, etc.) who have access to the aforementioned business transactions.

The obligation to maintain secrecy shall apply for an unlimited period of time beyond the duration of this contract.

Other

The contracts concluded between the Provider and the Customer are subject to the substantive law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

If the Customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany, the Parties agree that the registered office of the Provider shall be the place of jurisdiction for all disputes arising from this contractual relationship; exclusive places of jurisdiction shall remain unaffected.

When commissioning web designers, a fee is usually payable to the artists' social insurance fund. This is to be reported and paid by the Customer independently to the artists' social insurance fund. This is a statutory levy, which is laid down in the law on social insurance for self-employed artists and publicists (KSVG). The Provider has no influence on the amount and scope of this levy.

The Provider is entitled to amend these GTC for factually justified reasons (e.g. changes in case law, legal situation, market conditions or business or corporate strategy) and subject to a reasonable period of notice. Customers with existing contracts will be notified of this by e-mail no later than two weeks before the change takes effect. If the Customer does not object within the period set in the notification of change, this shall be deemed to be consent. The notification of the intended amendment to these GTC shall refer to the deadline and the consequences of the objection or its absence. If the Customer objects to the amendment, the Provider shall be entitled to terminate the agreement for cause as of the effective date of the amendment.

In the event of any inconsistencies between the German and the English version, the German version shall prevail.

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