

General terms and conditions IT-Service & Software Entwicklung

The provider IT-Service & Software Entwicklung, hereinafter referred to as ITSSE, provides all services exclusively on the basis of these general terms and conditions.

1. Validity of the terms and conditions

Any conflicting terms and conditions of a customer are hereby expressly not recognized. This applies even if the service has been provided by ITSSE to the respective customer initially, perhaps even unconditionally.

The current terms and conditions also always apply to all future contracts. If the General Terms and Conditions of ITSSE are changed, the new regulations will be legally incorporated into all subsequent legal transactions 14 days after their publication on the ITSSE website, unless the customer declares his reasoned contradiction to ITSSE in writing within this period.

2. Services

ITSSE's services are provided to the best of our knowledge and belief towards the customers. A guarantee of the availability of the services offered cannot be provided. This applies in particular to cases in which the technical operation is caused by faults or causes that were not caused by ITSSE and / or are not influenced by them. In such cases, ITSSE endeavors to restore the technically smooth process as far as possible. ITSSE reserves the right to change or expand its service to the extent necessary for improvement and / or technical development enables and / or requires it.

ITSSE undertakes to only make such changes if it is reasonable for the customer and the interests of ITSSE and other information providers are taken into account. If ITSSE provides free services, these can be discontinued at any time without giving reasons.

3. Conclusion of contract

The "offers" of the products / services are subject to change and do not constitute a binding offer from ITSSE unless they have been expressly designated as binding. When placing an order, the customer submits a binding contract offer. The buyer is bound to his offer for 15 days. After the order is placed, an order confirmation is automatically sent to the customer's specified e-mail address. After the invoice has been created, the customer can download it from its-se.de after he has logged on with his access data. A notification will be sent to the customer's e-mail address via this invoice. The contract is concluded upon receipt of this e-mail. Only the information contained in the order confirmation is binding.

Information according to Art. 246 Para. 3 EGBGB in connection with § 312 g of the German Civil Code (BGB) Technical steps for the conclusion of a contract / correction of input errors

In the shopping cart, the customer can check the selected products and remove them if necessary. Before completing the order, the customer must enter or change their personal data. After confirmation of the terms and conditions and approval of the immediate execution of the service, the order is triggered by clicking on "Complete order".

Storage of contract text

The specific "offer text" in the online shop is not stored separately by us, therefore it may not be possible for the customer to call it up after the contract has been concluded if the "offer" is no longer available or changed in the shop at this time. The customer's order is saved with us, but cannot be called up separately by the customer. The confirmation e-mail contains all contract-relevant data. The current terms and conditions can always be viewed on the website its-se.de and can be downloaded by everyone.

4. Domains

Insofar as domains are the subject of the contract, ITSSE only acts as an intermediary in the procurement and / or maintenance of domains in the relationship between the registrar for domains or another organization for domain allocation and the customer. ITSSE has no influence on the domain allocation. The domains are registered in the name of the customer. ITSSE provides the customer with the domain names requested in accordance with the award guidelines of the responsible domain registrar. ITSSE does not guarantee that the domains requested for the customer will be assigned at all and / or that the assigned domains are free of third party rights or will remain in the long term.

This also applies to sub-domains that may have been assigned.

The customer guarantees that the domain requested by him does not violate any third party rights.

The takeover of an existing domain requires that ITSSE has a ChProv form signed by the customer as a written confirmation or a domain transfer code (Authcode / Authinfo) for the takeover.

As long as the customer does not yet provide content for a domain, ITSSE is entitled to display its own content such as advertising for ITSSE or third parties.

5. Litigation over domains and exemption

If claims, in particular claims for damages, are asserted against ITSSE, which are due to the fact that the domain requested by the customer, which was registered and delegated by ITSSE, violates the rights of third parties, the customer expressly issues ITSSE and the domain issuing

agency free from these claims.

The customer undertakes to inform ITSSE in the event of legal disputes against him due to the domain registered and delegated by ITSSE, in particular if he is accused of violating the rights of third parties through this use, to inform ITSSE immediately. In this case, ITSSE is authorized to waive the domain in question on behalf of the customer and to block the customer's website until further notice.

6. Contract - Contract term - Termination

The contract between ITSSE and the customer only comes into being when ITSSE accepts the customer order. ITSSE has the right to reject customer orders without justification.

When registering, the customer must truthfully provide their identification data (name, address, telephone number, etc.). Changes must be reported to ITSSE immediately.

The contract term for domain registrations is at least 1 year and is extended by another year at the end of the term as long as the associated web hosting package has not been terminated on time. The cost of the domain must be paid in advance. Reimbursement of the domain costs, if the associated web hosting package is terminated before the domain term expires, is excluded. It is not possible to terminate the last or only domain of a web hosting package separately from its web hosting package. The duration of the web hosting packages offered is 1 month in each case and can be terminated at any time with a notice period of 1 month at the end of the following month. The contract is automatically extended by 1 month if the termination has not been received by ITSSE in due time.

If a web hosting package is canceled, the associated domain continues to exist until the end of its term and is then released, during which time the customer is free to transfer his domain to another provider or simply let it expire. A domain transfer of the last or only domain of a web hosting package requires termination of the associated web hosting package.

The termination can only be made in writing, by post, fax, e-mail with a qualified electronic signature or via the termination option in your customer area. It is not possible to terminate the contract by simple email without a qualified electronic signature. ITSSE has the right to terminate the contract with the customer immediately and without notice for important reasons if the customer culpably violates the obligations in these terms and conditions. The customer's right to extraordinary termination remains unaffected by the foregoing.

7. Payment

The first payment for an order must be made by bank transfer or direct debit. For each additional payment, the customer can either agree to a direct debit or pay by bank transfer. If a direct debit is returned due to a lack of cover, the customer bears the processing fee for return debits of EUR 11.00. We reserve the right to block the customer account immediately. If the account is blocked, reactivation is only possible after the customer has fully settled the claim.

The prices include the applicable statutory sales tax, currently 19%. When ordering, the

customer does not incur any additional costs by using the long-distance communication means (except for the chosen means of communication itself). The prices are given in the immediate vicinity of the item description.

8. Data protection

Customer data is stored by ITSSE in accordance with the legal requirements of § 33 of the Germany's Federal Data Protection Act (BDSG) insofar as this is necessary to carry out the entire contract. As far as this is necessary, the data will also be passed on to those who need to register a domain. This also includes the publication in the public register of the domain registrar of the data that is technically and legally necessary for domain registration, which is published there as part of a query service.

ITSSE also ensures that the requirements of the Germany's Broadcast Media Act (TMG), the Germany's Federal Data Protection Act (BDSG) and the Germany's Telecommunications Act (TKG) are observed when storing and using the data.

The customer data must be kept for another 10 years after the end of the contract, according to the laws § 257 German Commercial Code (HGB) and § 147 German Fiscal Code (AO), however, the customer's online access can be blocked. After these 10 years, customer data will be deleted immediately.

9. Limitation of liability

ITSSE is not liable for simple negligence as far as the violation does not concern the cardinal duties and the essential duties. These cardinal obligations include the main performance obligations of the provider, which ensure the proper execution of the contract. The essential obligations are also understood to be the secondary obligations, which in turn must be viewed as a prerequisite for the proper execution of the contract.

ITSSE excludes a guarantee of constant availability and claims for compensation as long as it could not have avoided the system failures with the greatest possible care.

Furthermore, ITSSE excludes claims in the event of disruptions that ITSSE is not responsible for and / or outside of its area of responsibility. Further claims for damages due to delay or the (partial) impossibility are limited to typical damages.

Furthermore, liability is excluded if service delays and / or service failures have arisen due to force majeure and / or unforeseeable, only temporary and not responsible for ITSSE. Such impairments include, in particular, official orders, strikes, lockouts and lawful internal company action measures.

Furthermore, this also includes the complete or partial failure of the communication and network structures and gateways of other providers and operators required for the provision of services. Excluded from this disclaimer are liability due to the lack of guaranteed properties, liability for consequential damage or consequential damage caused by defects and also liability under the § 14 German Product Liability Act (ProdHaftG).

The customer has to indemnify ITSSE from all costs, damages and disadvantages that arise

from the fact that third parties - entitled or unjustified, out of court or judicial - raise claims based on the domain registration and make use of the trustee next to the domain owner or alone. The claim is independent of fault, the trustee undertakes to assign any claims for compensation against unauthorized third parties to the customer, step by step, to compensate for the disadvantages that have arisen.

Liability for gross negligence and intent remains unaffected.

The statutory warranty provisions apply.

10. Obligations of the customer from the contract

a. Labeling requirements on ITSSE servers

The customer undertakes to clearly mark all content published on his website (HTML documents, etc.) as his own (imprint). As a precaution, ITSSE points out that there is a further legally standardized obligation for the customer to identify as soon as and as long as the content of the customer's pages falls under the responsibility within the meaning of the Germany's Broadcast Media Act (TMG). The customer releases ITSSE from all claims arising from a violation of these legal requirements.

b. Compliance with the legal requirements

Homepages may not contain or refer to information with illegal content. This includes in particular information and representations that

- **incite racial hatred or describe cruel or otherwise inhumane acts of violence against people in a way that expresses the glorification or trivialization of such acts of violence or that represents the cruel or inhumane nature of the process in a manner that violates human dignity (§ 131 of the Criminal Code),**
- **glorify the war**
- **Violence that involves the sexual abuse of children or the sexual acts of people with animals (§ 184 (3) of the Criminal Code).**
- **In the case of content that falls under the law on the protection against juvenile endangering writings or that is obviously suitable to seriously endanger children or adolescents morally or to impair their wellbeing, technical precautions or other suitable measures must be taken to ensure that the transmission to or knowledge by underage users is excluded.**

National and international copyrights must be observed.

Contents, which have services or goods as subject matter, for which a special business license is necessary according to the general laws, may only be put in if the user is in possession of a valid license.

In the event of violations of the obligations listed in the aforementioned points and in the event of substantiated substantial doubts as to the legality of the

content posted, ITSSE is entitled to block the homepage immediately, to the exclusion of any claims for damages by the user.

Each user is responsible for the content published under his domain. The user is personally and directly liable for injuries across from third parties.

c. Accuracy of the data provided by the customer

The customer assures ITSSE that all of the information provided has been provided correctly and completely. If changes to this inventory data occur, the customer is obliged to immediately send the corrected new data to ITSSE.

d. Obligation of confidentiality

The customer is obliged to treat all passwords required and transmitted to him for the fulfillment and use of the contract as strictly confidential. If the passwords are used by third parties, the customer undertakes to bear the resulting costs and damage and to pay any compensation. The customer expressly releases ITSSE from claims that are claimed by third parties due to the violation of this obligation.

e. E-mails from ITSSE servers

The customer expressly undertakes across from ITSSE not to send e-mails to third parties who do not wish to do so. This applies in particular to the sending of e-mails with a high number of addressees, the so-called "spamming" (or "spam mail" or "junk mail"). This generally also applies to the sending of mass e-mails (over 50 addresses). Bulk e-mails may only be sent with a special permit from ITSSE. (Usually issued)

f. Avoid excessive stress on ITSSE servers

The customer undertakes not to impair the operating behavior of the server through unusually high loads or in any other way. The giving away or passing on of web space, subdomains, databases or e-mail addresses to third parties is not permitted. Offering free subdomain services or free services is not permitted. Registration at www.ebesucher.de is strictly forbidden, registered websites will be blocked immediately. Music and video files that are subject to national and international copyrights are generally prohibited. Remixes, free pieces of music, free video files and software files are only permitted with the written approval of ITSSE. ITSSE has the right to host the customer's domain on another equivalent server without special announcements. Recurring automated scripts are strictly prohibited. e.g. Whois query, pagerank queries, spiders, availability queries from servers and other systems, calculations of any kind.

g. Obligations of the customer from the contract are not fulfilled

If the customer demonstrably fails to comply with his obligations from points 10.a to 10.f, the customer undertakes to pay a contractual penalty of EUR 500 per incident.

Contractual penalties are payable immediately upon request by ITSSE.

h. Liability for errors by the customer

Should ITSSE arise due to errors by the customer, effort or costs, ITSSE reserves the right to pass this on to the customer.

Control right of ITSSE

At irregular intervals, ITSSE will randomly call up the websites put on the customer's website and, if there is reasonable suspicion of a possible violation, immediately warn the customer of this violation. If the latter does not immediately comply with the request for elimination or if it cannot demonstrate / prove the legality, ITSSE reserves the right to terminate the contract. In this case, the customer's domain registered by ITSSE will be blocked until a final clarification.

Applicable law

For all legal relationships between ITSSE and the customer, the law of the Federal Republic of Germany, which is decisive for the legal relationships of domestic parties, applies exclusively.

Final provisions

Any changes, additions or the partial or total cancellation of the contract must be in writing. The exclusive place of jurisdiction for all disputes arising from this contract is the seat of ITSSE. Should provisions of these general terms and conditions and / or the contract be or become ineffective, this does not affect the effectiveness of the remaining provisions. The statutory provisions apply in place of the ineffective provisions.