# General Terms and Conditions Web Service

## § 1 General / Validity

1. TYYPO3-SOLUTIONS - provides its services exclusively on the basis of these General Terms and Conditions. These also apply to all future business relations, even if not expressly referred to. The general terms and conditions are online at https:www.TYYPO3-SOLUTIONS.org callable and downloadable.. Side agreements, reservations, changes or additions to these terms and conditions must be in writing to be valid. TYYPO3-SOLUTIONS and the customer are hereinafter also referred to as the contracting parties.
2. Contradictory or from these terms and conditions deviating conditions of the contracting partner become effective even with knowledge only if they are expressly recognized by TYYPO3-SOLUTIONS in writing.
3. If individual provisions of these terms and conditions are invalid, this does not affect the binding nature of the remaining provisions and the contracts concluded under the terms and conditions. The invalid provision is to be replaced by a valid one that comes closest to its meaning and purpose.

## § 2 Conclusion of contract

1. Basis for the conclusion of the contract is the respective offer of TYYPO3-SOLUTIONS or the order of the customer, in which the scope of services and the remuneration are specified. The offers of TYYPO3-SOLUTIONS are subject to change and non-binding.
2. The contract is concluded in principle after return of the order confirmation by TYYPO3-SOLUTIONS to the customer with the following exceptions:

   1. 
      1. If you participate in the SEPA direct debit system (direct debit authorization), the contract is concluded when the agreed amount is debited.
      2. For the products Web Hosting and E.Mail accounts ordered via PayPal, the order confirmation is made with the service provision.
      3. For the product domains, the service is provided only after the return of the order confirmation signed by the customer.
      4. Incidents, see also item 18.1

## §3. Scope of Services

Order processing and cooperation obligations of the customer

1. Othe scope of the services to be provided results from the service description in the order confirmation or the details in a separately agreed written contract. Subsequent changes to the content of the service must be made in writing.
2. The customer will provide TYYPO3-SOLUTIONS immediately with all information and documents that are necessary for the performance of the service. The customer will inform them of all events that are of importance for the execution of the order, even if these circumstances only become known during the execution of the order. The customer is liable TYYPO3-SOLUTIONS for the expenditure, which results from the fact that work must be repeated or delayed as a result of his incorrect, incomplete or subsequently changed information from TYYPO3-SOLUTIONS. In particular, Customer shall be liable to TYYPO3-SOLUTIONS for any damages incurred by TYYPO3-SOLUTIONS as a result of incorrect, incomplete information provided by Customer and shall indemnify and hold TYYPO3-SOLUTIONS harmless in this regard.
3. The customer is furthermore obliged to check the documents provided for the execution of the order for possible existing copyrights or other rights of third parties. TYYPO3-SOLUTIONS is not liable for any violation of such rights. In the event of such infringements by Customer, TYYPO3-SOLUTIONS shall be held harmless and indemnified. Customer shall compensate TYYPO3-SOLUTIONS for any and all disadvantages incurred by TYYPO3-SOLUTIONS as a result of a third party claim.
4. The customer has to terminate the contract concluded with any previous provider on his own responsibility. TYYPO3-SOLUTIONS is not responsible for existing contracts between the customer and other providers. TYYPO3-SOLUTIONS recommends to terminate the subject of the contract with the former provider in time, so that there are no further open claims on the part of the former provider.

## §4. External Services

TYYPO3-SOLUTIONS is entitled, at its own discretion, to perform the service itself or to use third parties for the performance of services under the contract.

## § 5. Dates

1. Deadline and appointment agreements are to be recorded in writing or confirmed. TYYPO3-SOLUTIONS strives to meet the agreed deadlines. The non-observance of the dates entitles the customer, however, only to the assertion of the rights to which he is entitled by law, if the customer TYYPO3-SOLUTIONS has granted a reasonable, but at least 14 days of grace. This period begins with the receipt of a reminder letter to TYYPO3-SOLUTIONS.
2. After fruitless expiry of the grace period, the customer can withdraw from the contract. An obligation to pay damages under the title of delay exists only in case of intent or gross negligence of TYYPO3-SOLUTIONS.
3. As far and as long as obligations as a result of force majeure, such as (demonstrative list) war, terrorism, natural disasters, fire or other circumstances beyond the control of TYYPO3-SOLUTIONS such as strike, lockout, embargo, sovereign intervention, failure of power supply, failure of means of transport, failure of telecommunications networks or data lines, changes in the law affecting the services after conclusion of the contract or other unavailability of products can not be fulfilled in time or properly.

data lines, changes in the law affecting the services after the conclusion of the contract or other unavailability of products can not be met on time or properly, this does not constitute a breach of contract and release TYYPO3-SOLUTIONS in any case from compliance with the agreed delivery date. In this case, the delivery date is to be agreed again.

4. The same applies if the customer is in default with his obligations necessary for the execution of the order (e.g. provision of documents or information). In this case, the agreed date shall be postponed at least to the extent of the delay.

## § 6 Acceptance

For the customer individually provided achievements (e.g. Web software) of TYYPO3-SOLUTIONS require at the latest two weeks starting from supply by TYYPO3-SOLUTIONS an acceptance by the customer. This is confirmed in a protocol transmitted by TYYPO3-SOLUTIONS by the customer. If on the part of the customer within two weeks after as can be prove transmission of the achievement no statement takes place, the acceptance is considered by the customer as given. With use of a software in the live operation by the customer the software is considered in any case as accepted.

## § 7. Data Protection

1. TYYPO3-SOLUTIONS will observe the regulations of the Data Protection Act and the Telecommunications Act when handling personal data and will take the necessary technical and organizational measures for data protection in the area of responsibility of TYYPO3-SOLUTIONS (see also under Data Protection).

2. TYYPO3-SOLUTIONS is not obliged to check the permissibility of the data processing commissioned by the Customer in terms of data protection regulations. The permissibility of the transfer of personal data to TYYPO3-SOLUTIONS as well as the processing of such data by TYYPO3-SOLUTIONS is to be ensured by the Customer.

3. TYYPO3-SOLUTIONS takes all reasonable measures to protect stored data and information of the customer against unauthorized access by third parties.

4. Upon conclusion of the contract, the customer gives his consent that the data from this business case may also be transmitted to any commissioned third parties (see also clause 4.1), which are involved in the processing of this order.

5. Customer agrees that TYYPO3-SOLUTIONS may list Customer's name and logo in reference lists and presentations. The customer can revoke the consent at any time.

## § 8 Secrecy

Each contracting party warrants to the other party to treat all trade secrets brought to its attention by the other party in connection with this Agreement and its performance as such and not to disclose them to third parties (with the exception of any third parties involved, see also clause 4.1), unless they are generally known or are required to be disclosed by virtue of a legally binding official or judicial decision.

## § 9. Cooperation and Provision obligations of the Customer

1. Customer agrees to support all measures necessary for TYYPO3-SOLUTIONS to provide the services.
2. As far as this is not explicitly included in the scope of services of TYYPO3-SOLUTIONS, the customer will provide a permanent internet connection at his own risk and expense.
3. The customer is obliged to keep the passwords and user names required to use the services of TYYPO3-SOLUTIONS absolutely confidential.
4. Unless otherwise agreed, the Customer shall provide materials and services free of charge.

## § 10. Data Security

1. As far as data are transmitted to TYYPO3-SOLUTIONS, the customer makes backup copies. In the case of a nevertheless occurring data loss the customer is obligated to transmit the concerning data files again free of charge to.
2. The customer is obliged to carry out a complete data backup before each change ordered to TYYPO3-SOLUTIONS.
3. The customer is responsible for the regular backup of the data transmitted to TYYPO3-SOLUTIONS. TYYPO3-SOLUTIONS assumes no responsibility for regular data backup and assumes no liability towards the customer in case of data loss.

## § 11. Software -Copyright and rights of use

1. All copyrights to web software products (programs, source code, documentation) are owned by TYYPO3-SOLUTIONS or its licensors. The customer receives exclusively the right to use the software after payment of the agreed fee for own purposes, only for the hardware specified in the contract and to the extent of the purchased number of licenses for simultaneous use on multiple workstations. By the present contract the customer acquires only a non-exclusive license to use the work. Distribution by the customer is excluded in accordance with copyright law. By the cooperation of the customer with the production of the software no rights are acquired over the use specified in the present Treaty. Any violation of the copyrights of TYYPO3-SOLUTIONS or its licensors will result in claims for damages, in such a case full satisfaction is to be paid.
2. The customer is permitted to make copies for archiving and data backup purposes on condition that the software does not contain any express prohibition by the licensor or third parties and that all copyright and proprietary notices are transferred unchanged to these copies.
3. If TYYPO3-SOLUTIONS obtains licenses on behalf of the customer, the customer fully agrees to the terms and conditions of the corresponding licenses (see Standard License).

# § 12. Domain

- The domain requested by the customer will be registered or taken over (provider change) by TYYPO3-SOLUTIONS in the name and on account of the customer at the responsible authorized registries. TYYPO3-SOLUTIONS acts only as an intermediary. The customer can assume an actual availability and assignment of the domain name only if this is confirmed by the respective responsible registration authority. TYYPO3-SOLUTIONS has no influence on the domain allocation. Any liability and warranty for the availability or the allocation of the ordered domain names is excluded. TYYPO3-SOLUTIONS is in particular not obliged to check the admissibility of the domain (for example in trademark or name law). The domain owner agrees to comply with the relevant legal provisions and TYYPO3-SOLUTIONS fully indemnify and hold harmless.
- Die von den autorisierten Domain- Registrierungsstellen aufgestellten Vertragsbedingungen (siehe TLD Registration Conditions) für die Registrierung und Verwaltung der Top-Level-Domains (TLD), der jeweils registrierten Namen (Sub-Domain) und der Vorgehensweise bei Domainstreitigkeiten, sind ergänzender Bestandteil dieser Allgemeinen Geschäftsbedingungen und gelten entsprechend. TYYPO3-SOLUTIONS übernimmt keinerlei Haftung für die von der jeweiligen Domain-Registrierungsstelle gegenüber dem Domaininhaber übernommenen Vertragspflichten.
- As far as domain registries change their billing model or their pricing structure for domains, TYYPO3-SOLUTIONS is entitled to adjust an adjustment of the domain fees towards the customer with the coming into effect of the change without separate notice period accordingly. In case the customer does not want to continue the contract with TYYPO3-SOLUTIONS with the changed domain fees, the customer is entitled to an extraordinary written right of termination with a notice period of 14 days to the date of change of the domain fees.
- TYYPO3-SOLUTIONS checks if the requested domain is still available when sending the order confirmation. However, TYYPO3-SOLUTIONS does not guarantee that the ordered domain can still be registered, even if the order confirmation has been returned signed.
- The customer is obliged to inform TYYPO3-SOLUTIONS immediately about changes of the registration data (name / company name, address data, telephone, E.Mail, etc.).
- Contract term / Ordinary termination / Extraordinary termination
  1. Contract term / Ordinary termination: The minimum contract period for domains is 24 months from the start of the contract. The contract period is automatically extended by another 24 months, if not cancelled in writing and signed by qualified electronic signature, fax, letter or scanned e-mail at least 2 months before the end of the contract (the date of the contract). A cancellation of the domain by informal e-mail (without signature) is not recognized as a domain cancellation. A domain transfer to another provider ordered by the customer is equivalent to a written cancellation and therefore does not require a separate written cancellation on the part of the customer. In case of cancellation via domain transfer, the cancellation is considered to be transmitted with the completion of the domain transfer. The domain will be deleted immediately after the 24 month contract period has expired. A refund

of the domain fee does not take place due to the 24-month contract commitment.

2. Extraordinary termination: If the customer wishes an extraordinary cancellation of the domain with immediate effect, the customer is informed that the domain will be completely deleted upon receipt of the extraordinary cancellation. A refund of the domain fee will not be made due to the 24-month contract commitment.

3. Billing: The invoice amount is always billed in advance for 2 calendar years (from the start of the contract).

4. In case of non-payment of invoices the customer (domain owner) is liable for the loss of domain rights. TYYPO3-SOLUTIONS has no influence on the deletion procedures of the registries. In case of non-payment of the domains, the deletion by the authorized registries is partly immediate. TYYPO3-SOLUTIONS can not influence this and is not liable to the customer for the damage caused by the deletion.

5. Domain takeover: TYYPO3-SOLUTIONS carries out the takeover (provider change) of the domains ordered by the customer.

6. The customer confirms to TYYPO3-SOLUTIONS that he is authorized as domain owner to place the takeover order and indemnifies and holds TYYPO3-SOLUTIONS harmless from any claims of third parties. For a takeover the previous provider (registrar) has to agree.

7. By registering the domain, the Customer undertakes to comply with the principles of organic farming in accordance with the IFOAM (POA) regulations. In case the Customer is a producer or trader in the field of organic agriculture and organically produced food, the Customer undertakes to comply with the provisions of IFOAM (POA) and to follow all rules provided for market appearances in relevant markets in connection with the .bio domain.

8. Umlaut domains (IDN - Internationalized Domain Names): In order to process IDN domains correctly, the software used by the customer (web browser, e.mail programs, FTP programs, etc.) must be able to process IDN domains correctly to ensure proper functioning.

9. Domain search: The result of the domain search on the web page is without guarantee. TYYPO3-SOLUTIONS depends on the information provided by the authorized registries, these may also contain errors.

## § 13. Internet Access

internet access and internet telephony are ordered by TYYPO3-SOLUTIONS in the name and for the account of the customer from the internet providers and internet telephony providers agreed with the customers. The contract is concluded between the customer and the respective Internet providers and Internet telephony providers.
The contract conditions set up by the respective providers apply. TYYPO3-SOLUTIONS acts against a consulting service fee only as an intermediary between customers and Internet providers and Internet telephony providers. TYYPO3-SOLUTIONS assumes no liability for the contractual obligations of the respective providers to the customer.

## § 14. Web Hosting

E.Mail accounts / MaileXchange backup / Online fax / Virtual computers

- TYYPO3-SOLUTIONS provides a web and e.mail server. TYYPO3-SOLUTIONS offers different web hosting packages and e.mail accounts (prices and services on the web page). The web hosting packages "Mini" and "Starter" include limited data transfer volume. Under fair use there will be no additional charge, but in case of very high service demand TYYPO3-SOLUTIONS will contact the customer to find a suitable solution. For the web hosting packages "Advanced", "Premium" and "Power" the data transfer volume is basically unlimited, but TYYPO3-SOLUTIONS reserves the right to withdraw from the contract with the customer in case of excessive use of the data transfer volume by the customer. TYYPO3-SOLUTIONS provides the MaileXchange backup exclusively for domains that are administered by TYYPO3-SOLUTIONS.
- Term of contract / termination: Contractual relationships for web hosting, e-mail accounts, MaileXchange backup, online fax and virtual computers are concluded for an indefinite period. The contractual relationship can be terminated by the contracting parties in writing by e-mail, fax or letter at the end of each month, subject to a one-month notice period. The customer is informed about the fact that with the notice the deletion of the customer data is made by TYYPO3-SOLUTIONS. The customer is responsible for the timely backup of its data before the termination.
- Billing: The fees for web hosting, e-mail accounts, MaileXchange backup, online fax and virtual computers are charged annually in advance (the start of the contract is decisive). In the event of termination before the end of the billing year, the credit balance resulting from the annual advance payment will be refunded on a pro rata basis. If the contracting partner is in arrears with due payments, TYYPO3-SOLUTIONS is entitled to block access to the services until receipt of the outstanding amount or to terminate the contract without notice and to charge the contracting partner for the costs incurred. The reason for the annual advance payment serves exclusively the reduction of the bureaucratic expenditure.

## § 15 Security Certificate

1. The minimum contract term for security certificates is 12 months from the start of the contract or 24 months from the start of the contract for security certificates issued by Geotrust. The contract term is automatically extended by a further 12 months unless notice of termination is given in writing and signed by qualified electronic signature, fax, letter or scanned e-mail no later than 1 month before the end of the contract term (the date on which the contract came into existence is decisive). Cancellation by informal e-mail (without signature) will not be accepted. In the case of Let's Encrypt security certificates, no separate termination is required if the domain A-record to TYYPO3-SOLUTIONS is not available.
    1. Billing: The invoice amount is charged in advance for 1 calendar year (from the start of the contract).
    2. In particular, with regard to the issuance of the safety certificates, reference is made to point 3.2.

3. The contractual conditions established by the certification authority (see for Geotrust security certificates SSL Certificate Subscriber Agreement or for Let's Encrypt security certificates Subscriber Agreement) for the issuance of the globally valid security certificate are a supplementary part of these General Terms and Conditions and apply accordingly.

## §16. System Maintenance

1. The maintenance contract is valid for one year. If the contract is not terminated in writing by e-mail, fax or letter no later than 1 month before expiry, it will be automatically extended for a further year.
2. Maintenance and troubleshooting is done exclusively online via a secure connection, therefore permanent online accessibility is necessary. If the server is not available at a maintenance time, the maintenance will be done automatically on the following working day.

## § 17. Incidents

1. In principle, TYYPO3-SOLUTIONS does not operate a data center in which customer data is hosted.
2. An exception to this is our partner, who also offers housekeeping and hosting as a service, but in this case the customer is obliged to conclude a separate service contract with them.

## § 18. Withdrawal from the contract

TYYPO3-SOLUTIONS is entitled to withdraw from the contract concluded with the Customer for good cause if

1. the execution of the service or the provision of services (e.g. above-average excessive use of the data transfer volume) is impossible on the part of TYYPO3-SOLUTIONS for reasons attributable to the customer or is further delayed despite the setting of a grace period;
2. if the customer is in default with the payment of outstanding due receivables despite a one-time grace period (reminder); the withdrawal does not release the customer from paying outstanding receivables;
   1. if there are justified concerns about the creditworthiness of the customer and the customer does not make advance payments at the request of TYYPO3-SOLUTIONS or provide suitable security before performance by TYYPO3-SOLUTIONS.
   2. if the relationship of trust is so disturbed that cooperation is no longer reasonable.
   3. In the case of exceeding an agreed delivery time due to the sole fault or unlawful action of TYYPO3-SOLUTIONS, the customer is entitled to withdraw from the relevant order in writing, if even within the appropriate grace period, the agreed performance in essential parts is not provided and the customer is not at fault. Force majeure (see also point 5.3.) release TYYPO3-

SOLUTIONS from the obligation to deliver or allow him to reset the agreed delivery time.

4. In the case of domains, the withdrawal must be made in writing by hand-delivered mail in order to be effective.

## §19. Payment

1. Unless otherwise agreed, the fee claim of TYYPO3-SOLUTIONS arises for each individual service as soon as it has been performed. TYYPO3-SOLUTIONS is entitled to demand advances to cover expenses.
2. All services of TYYPO3-SOLUTIONS, which are not expressly compensated by the agreed fee, are remunerated separately. The costs of travel, daily and overnight allowances are charged separately to the customer according to the current rates. Travel times shall be considered working time.

## § 20. Payment / Terms of payment

1. The valid prices and performance features for the individual products are shown on the web page and are subject to change by TYYPO3-SOLUTIONS.
2. All prices are end customer prices and exempt from VAT based on § 6 para 1 Z 27 UStG 1994.
3. Changes and errors excepted
4. Until full payment TYYPO3-SOLUTIONS retains ownership of all products delivered by him.
5. Electronic invoicing. TYYPO3-SOLUTIONS is entitled to send invoices in electronic form. The customer expressly agrees to the sending of invoices in electronic form by TYYPO3-SOLUTIONS.
   The payment is then to be transferred to us within 5 working days.
   1. In case of delay of payment TYYPO3-SOLUTIONS initiates the dunning procedure. Default occurs on the day following the due date. Per reminder € 10, - will be charged. From the due date is also default interest in the amount of 8% for companies p.a. above the current prime rate.
   2. TYYPO3-SOLUTIONS is in the case of default and unsuccessful reminder entitled to initiate the partial or complete suspension of services (block). A block to be represented by the customer does not release the customer from his obligation to pay the outstanding debts.
   3. The customer undertakes to bear all costs and expenses associated with the collection of the claim, such as in particular collection expenses or other costs incurred for an appropriate legal prosecution (court and lawyer's fees).
   4. All transfer charges as well as bank charges for payments in foreign currency shall be borne by the customer.

## § 21. Service disruptions / warranty claims

1. TYYPO3-SOLUTIONS undertakes to provide the services in accordance with the contract.

2. If TYYPO3-SOLUTIONS does not provide the services at the scheduled times or only defective, i.e. with significant deviations from the agreed quality standards, TYYPO3-SOLUTIONS is obligated to begin immediately with the elimination of defects and to provide its services properly and free of defects within a reasonable period of time by repeating the affected services or performing necessary rectification work at its discretion.
3. The customer will TYYPO3-SOLUTIONS in the removal of defects support and all necessary. Information to make available. Occurred defects are to be reported by the customer immediately in writing or by E.Mail TYYPO3-SOLUTIONS.
4. The warranty for software as well as for updates / upgrades of existing software or parts of it is limited to 6 months.
5. In case of independent changes in the system on the part of the customer TYYPO3-SOLUTIONS offers no support services.

## § 22. Liability

1. TYYPO3-SOLUTIONS is liable for damages, if intent or gross negligence can be proven, within the scope of the statutory provisions. The liability for slight negligence is excluded.
2. Compensation for consequential damages and pecuniary losses, lost profits, loss of interest and damages from third party claims against TYYPO3-SOLUTIONS is excluded in any case, to the extent permitted by law.

## § 23. Prohibited content

1. The customer is responsible for all contents of his web hosting (web page, etc.). The customer is expressly informed that the mediation, distribution and publication of certain content is subject to legal restrictions or is prohibited. The customer is also liable for third parties to whom he grants access to his activities via his web hosting, his liability is strict. If the content attributable to the customer violates any laws, the customer is obliged to remove it immediately. If the request of the authorities is not complied with, TYYPO3-SOLUTIONS will arrange a block of the prohibited content.
2. Customer shall indemnify and hold TYYPO3-SOLUTIONS harmless for any damages resulting from prohibited content.

## § 24. Place of Performance and Jurisdiction

1. Place of performance is the headquarters of TYYPO3-SOLUTIONS.
2. The place of jurisdiction for all disputes arising directly between TYYPO3-SOLUTIONS and the customer is agreed to be the Austrian court locally and factually competent for the registered office of TYYPO3-SOLUTIONS.

## §25. Applicable law / Final provisions

The legal relationship between the customer and TYYPO3-SOLUTIONS is governed exclusively by Austrian law, excluding the international rules of reference. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. For the sale to consumers within the

meaning of the Consumer Protection Act, the above provisions apply only insofar as the Consumer Protection Act does not provide mandatory other provisions.