

Terms of Service

## **Preface**

This english translation is only for your convenience and not binding. The original german terms of services are here: PDF Version german

## **§1 General / Contract conclusion**

These General Terms and Conditions apply to all services.

The following terms and conditions of use apply without exception to the following: Legal relationship between Peter Pfläging (pflaeging.net) (hereinafter referred to as Text as provider / supplier) and the users of the Online offers. Deviations from these general terms Terms and conditions, supplementary agreements and collateral agreements require explicit written confirmation.

By calling the online offers the users recognize these terms and conditions Terms of Use. Without such recognition of the terms and conditions Terms of Use is the use of the offered online offers and the offered services are not allowed. They shall also apply to: future transactions, in particular for extended services Lessee under existing contracts, even if not is explicitly referred to. Any conflicting terms and conditions of a customer are hereby expressly not recognized. this applies even if the performance by the provider is legally effective against the respective customer, perhaps even unconditionally has been provided. The current GTC always applies, also for all future contracts.

Should the General Terms and Conditions of the provider be changed, the new Regulations 14 days after their publication on the online offer of the provider legally into all subsequent legal transactions unless the customer declares in writing within this Deadline its reasoned contradiction against the provider. Our Offers and information regarding the products we distribute Services are permissive, unless expressly written assurance.

pflaeging.net is free to provide services in the course of the technical progress, newer or other technologies, systems, Procedures or standards to be used than

initially offered, in so far as as the customer therefrom no disadvantages arise. Transfers from Rights and obligations arising from the contract of use require the written agreement Consent of the provider. Having set up an account of the users to the corresponding services as listed in the contract know how to act conscientiously. A breach of the here formulated conditions by the user can lead to his immediate Exclusion from the use of this service. Such a Exclusion can be permanent.

## **§2 Waiver of claims for damages**

By calling the provider's online offers or the "download" and the use of the data from the offer of the provider the user on any claims against the provider, arising out of this process. In particular, the users abandon themselves Claims for possible malfunctions on your computer (eg viruses, Bugs, omissions, deletions, defects, delays in operation or in the case of transmissions, theft, destruction, unauthorized access or Alteration of files) as well as injury or damage to their files other hardware or software relating to the use of the Online offers and the offered services. The same applies to technical problems and malfunctions in computer online systems, Servers, providers, and computer accessories or as a result of the usage process.

## **§3 No warranty / liability for third party content**

The provider assumes no warranty or liability for textual and / or pictorial and / or other content, which is provided by third parties (eg Hyperlink, email, chat rooms, forum contributions, stickies) about the Online offers of the provider are accessible.

## **§4 Limitation of liability on intent and gross negligence**

Insofar as, contrary to the provisions in the preceding paragraphs 2 and 3, Liability of the provider should be legally prescribed, the provider only for gross negligently or intentionally caused losses, Damages etc. The liability for slight negligence is locked out. This also applies to your own fault or Organizational negligence and negligence of vicarious agents. A liability for cases of force majeure is excluded. Insofar as the liability of the Is excluded under the above provisions, it also applies to the personal liability of employees, Employees, employees, representatives and vicarious agents of the provider. The provider is not liable for simple negligence as far as the violation is not the cardinal obligations and the essential Obligations. Among these cardinal duties are the Main performance obligations of the provider, which is a proper To carry out the contract. The provider also accepts no liability whatsoever for damage - causing events occurring in the area of the respective line provider. Among the essential Duties are also understood to be the secondary duties, which in turn are called Prerequisite for proper contract processing have to. The provider provides a guarantee for a permanent Availability and claims for compensation as long as they have the System failures should not have been avoided with the utmost care can.

In addition, the provider includes a claim for the cases from which disturbances have occurred which are not attributable to the provider and / or are outside their area of responsibility.

Other claims for damages due to default or for the purpose of representation (Partial) impossibility are limited to typical damages. Furthermore liability shall be excluded if performance delays and / or Loss of performance due to force majeure and / or unforeseeable, only temporary and not responsible for the provider Impairments. Among such Impairments are, in particular, also governmental orders, Strikes, lockouts and legal, company internal Measures. Furthermore, the complete or partial failure of the customer's own services communication and network structures and gateways other providers and operators. A reimbursement of prepaid remuneration in the event of a failure due to a Responsibility of the provider is only then paid if the period of failure exceeds more than seven complete workdays. Excepted from this Liability for liability are on the one hand the liability because of the absence of assured characteristics, the liability of consequential or consequential damages Consequential damages. For malfunctions

and failures in the Internet per se we can not accept any liability as we do not have any influence on it to have. Liability and damages claims are in each case maximum the contract value. In particular, it is pointed out that for lost data due to failures on our servers no liability is accepted. The provider can arrange for eventual Damages caused by loss of the password to unauthorized persons or the like. are not liable or liable. Of the provider assumes no liability for the loss of the computer system of the provider. An obligation of the provider, of these backup copies does not exist. Of the provider also assumes no liability for the dissemination of confidential data, which are stored in the data processing system of the provider. The provider accepts no liability for violations Minimum age law of the offered services and / or for the use of indexed services of any kind. The provider accepts no liability for contracts between the user and the partners or sponsors. The provider verifies the contents of the customer does not determine whether claims of third parties are entitled or unauthorized. On the Internet, it is usual that up to a courtly clarification data on credible desire each Third parties. The customer therefore agrees to the Access to its contents in the event that third parties' claims credible. Copyright / trademark and competition law Protection. The image, which appears in the offer of the provider, textual, audio-visual and other content copyright and / or competition law or trademark law Protection.

The users of the provider and the offered services are accordingly prohibiting such content without prior written consent from the provider, except for personal use, in worked or unprocessed form, to disseminate, to broadcast, publicly, in databases or similar storage to feed, to supply and to the public ("communication to the public") or for other purposes use.

## **§5 Prohibition of unlawful contributions**

The users of the lessor of the offered services are prohibited, to violate existing laws, textual and / or pictorial or other contents in the program of the provider. This is particularly affected by criminal law or otherwise offensive, threatening, hateful, or punishable calling, racist, obscene, pornographic or similar Expressions and content. It is also forbidden for users, Content in the offer of the provider, the commercial Advertising for third - party products or programs or in unauthorized copyrights, trademarks or registered trademarks third party.

## **§6 Benefits**

The provider offers online services and web services. The base of these services is the possible rental of online services and Web services on the Internet. The services of the provider are provided by provided to the best of its knowledge and belief. The provider guarantees an accessibility of his Internet servers of 95% annual average. A guarantee of the offered However, services may be necessary for the cases that the technical operation is due of problems or causes that are not caused by the provider and / or can not be influenced by them provided. The provider is in such cases endeavors the technically smooth operation within the scope of the possibilities restore. The provider reserves his services as far as this is concerned; necessary and / or the technical development allows this and / or requires. The provider commits himself to such Changes only in a reasonable frame for the customer and under Taking into account the interests of the lessor.

The provider guarantees an accessibility of his Internet services only for customers of its paid services.

Binding delivery dates must be agreed in writing. The agreed delivery period begins with the date of the order confirmation.

The deadline shall be observed if the delivery item before the expiry of the time limit expires Is provided. The delivery period may be extended by Time until the buyer gives us the order for the execution of the order necessary information and documents. The delivery time shall be extended appropriately in the case of work- in particular strike and lock-out, as well as by us not Circumstances, such as statutory or governmental orders or in cases delivery delays due to force majeure. The above We shall not be held responsible for any circumstances beyond our control of an already existing default. Beginning and end of such obstacles we become the user in important cases as soon as possible.

## **§7 Rescission and compensation for non-executed orders**

The lessor can withdraw from the contract if a Payment setting, opening of bankruptcy or court The rejection of bankruptcy due to a lack of mass, change or checks or other specific evidence Deterioration in the purchaser's assets

become. If the provider resigns from the contract because of the order is not executed for reasons for which the customer is responsible, then the customer has us for our expenditure and the lost profit flat charge of € 25.00 for online and web services to pay. The provider reserves the right to make a provable higher damage. The lump sum compensation is reduced to the extent that the Customer proves that expenses and / or a damage not or not in the amount of the expense compensation respectively.

## **§8 Use of customer data**

The provider is entitled to provide all the data, the business relationship with to the customers, according to the current legal provisions to process. The provider stores all the data of the client during the Duration of the contract electronically, as far as this is to fulfill of the object of the contract, in particular for billing purposes is. The collected customer master data and stock data are processed and processed the provider also uses advertising and market research for his own internal purposes. Statistics and user data are only used in anonymised form. There will be no personal Data, content and information from users to third parties. The provider commits himself to all data, contents and files best knowledge. The provider knows the customer but explicitly indicated that the data protection for data transfers in open networks such as the Internet, according to the current state of the art can not be fully guaranteed. The provider does not allow without explicit written permission, source code or Parts, graphics, symbols as well as ideas and layouts use. The provider shall at all times be notified to the customer upon request as far as it is concerned, complete and complete free of charge.

## **§9 Contract conclusion, term of contract and termination**

The contract between the provider and the customer always comes first the acceptance of the customer application by the provider. The Notification of the acceptance of the contract is made by the customer E-mail. Minors may use the services offered by the provider not without the consent of the parents. These signed consent is in writing by letter or e-mail to the provider to send. Transmission by

e-mail is only sufficient signed, signed form. For every service or for each leasing contract there is a contract term, which in the Internet, as well as on the respective order. After The expiry of this term without notice shall be extended Contract automatically for the accounting period. This extension must be submitted to the Customers. A notice has written in writing at the latest one week before the end of the first and / or each further Contract period in writing via letter, e-mail or web interface respectively. In the case of letters, the postmark is valid as Termination rally date. Complaints the one termination , are immediately notified to the provider via e-mail or letter. The communication on a Mass media such as various instant messengers, IRC, or Skype Telephone call not recognized. This of course remains the right of both parties to terminate the contract for an important reason within the meaning of the The German Civil Code (BGB).

## **§10 Remuneration**

The prices listed in the price information are inclusive of the currently valid VAT of 20% in Austria. For our services, the list prices at the time of the Order confirmation or order confirmation. The billing period is determined to 3 months in advance or if indicated for 1 year in the Ahead. Refund of already paid fees in case of early payment Termination is excluded. The invoice will be sent for the first time as a PDF via Email, in the subsequent periods this changes Do not proceed. Requests the customer in the following A separate invoice sent to him by post the lessor is entitled to do so per Invoice € 2,00 to be requested. The payment has immediately after Invoice no later than 5 working days on one of the accounts from the provider. A payment is only deemed to have been made, if the provider can dispose of the amount. The user gets 30 Days after receipt of the invoice automatically into the legal delay. From this point onwards, the outstanding claim is 5% above the in each case at the respective base rate lock. Electronically dispatched payment requests (e-mail) recognized by the customer as binding. In case of seizures or other The customer shall immediately inform us in writing of any third party interference notify. The assertion of an additional one Arbitration is reserved. Bills of exchange or checks will only be issued after Agreement and for the sake of completeness and shall only apply after their payment as payment. The buyer is entitled to retention rights only to the extent that his counterclaim is based on the same contractual relationship based. A set-off of the buyer is excluded, the counterclaims of the customer are legally established or recognized

us.

Important reasons within the meaning of the Act are:

if the user is insolvent and the payment is final denied.

if the customer violates the obligations specified in these GTC, in particular its contractual obligations Warning from the provider no change by the user causes.

In addition, the provider reserves the right to terminate the service in case of default temporarily and with a delay of payment of more than 14 days the service completely. The user is concerned about this imminent lock in a separate reminder. Is a final The supplier is an extraordinary one Termination. The object of the contract are all by the customer rented services.

Should the user after the expiration or the blocking of its services Backup of their data, the provider is more expensive Administrative expenses which is charged at a flat rate of € 25.00. This does not make sure that the provider is running after expiration or blocking Contract still has access to a backup of the data. Subject of the Contract are all services rented by the customer.

## **§11 Obligations of the customer from the contract**

The customer is obligated to the online offers of the provider to use them properly.

## **§12 Correctness of the data provided by the customer**

The customer assures the provider that his total stated Data, in particular its name, address, address Telephone connections and its bank connection data, both correct as were also fully indicated. Should changes to this The customer is obliged to make the corrected data new data immediately to the provider. Furthermore these changes also include the entry of a Succession and / or any other succession of succession, and if Communities of customers (partnerships and partnerships) Inherited) persons are separated and / or added. Should the customer does not comply with these obligations, the provider, after unsuccessful warning the customer the Contractual relationship.



## **§13 Confidentiality obligation**

The customer is obligated to use it to fulfill and use the Contract and strictly confidential to treat. If the passwords are used by third parties, the customer agrees to the resulting costs and to pay any compensation. Of claims be called upon by a third party, the customer expressly releases the provider.

## **§14 Other obligations of the user**

The tenant is prohibited from providing the following services related to: Use of the web space provided to him by the provider and Server to use: services that exceed the normal level of traffic go out. Pornography or erotic content. Mobile phone logos, Ringtones, gambling, voting, dating, etc. content that is unlawful, right-wing, obscene, threatening, offensive, defamatory or scandalous, content that is private information about persons without their consent, content, the Trademark, copyright or other intellectual property violate, content that causes others to commit criminal acts or acts which undermine the civil order otherwise against local, state or international laws violated. Every client of the provider is obliged to keep his / her personal details the current general terms and conditions. These are available on the website <https://www.stickiebox.org/agb.html> and also on request at any time. Should a change to the General Terms and Conditions within 14 days no objection, this is regarded as recognition. Any available The service may only be carried out at the intended rate and for the purpose intended purpose.

In case of disregard, the service will be blocked.

## **§15 Rights of Provider**

The provider will also be at irregular intervals in the form of samples and a reasonable suspicion of a possible infringement immediately inform the customer about this violation. Should this the Not promptly comply with the request for disposal or the Legality can not prove / prove, the provider reserves to terminate the contract exceptionally. The provider reserves the right before, content that improves the control operation behavior or the security of the Servers, or to block

their servers Operation in individual cases. The provider reserves the right also the right to the offer of the customer without warning if the customer own programs within the scope of his offer the control operation behavior or the safety of the Services. The provider agrees, in the course of time a year, every service, to test extensively. Hardware and software may be interchanged in the event of maintenance. While this time the service is not available. From this work goes no reduction of rental costs against the customer. The customer declares that the provider is bound to the e- Mail address of the user e-mails for information and advertising in the reasonable extent. To distinguish such e-mails are these are marked in a suitable way.

## **§16 Other**

The customer is hereby explicitly reminded, that the provider filed customer data from a technical point of view at any time can be seen. The closed between the client and the provider Contracts are subject to Austrian law at the same time declared exclusion of the provisions on the UN Convention on Contracts for the International Sale of Goods on the purchase of movable goods. The use of the contractual Service by third parties, as well as the payment of this Services to third parties requires the express, written and written Consent of the provider. If a resale has been agreed, are re-salesmen in any case to overlap this To their contractual partners the provider is harmless and without complaint. The customer has, provided that not assigned separately, no claim to a separate IP address, a dedicated physical server for its service or a him dedicated dedicated bandwidth (line capacity for data traffic). The operation is carried out to the necessary cost reduction on efficient Central servers (servers) with an IP address and a total for the respective server available bandwidth, causing fluctuations in of the bandwidth actually available to the customer are.

In disputes in business with consumers can be a conciliation through the EU's online platform: Online Dispute Resolution - European Commission

## **§17 Place of Performance, Jurisdiction, Partial Ineffectiveness**

As the place of performance for all parties bilateral, owed from the contract Our services, including possible restitution claims, Registered office. In business with merchants who are not traders and with legal persons of the public law, shall be considered as a court of jurisdiction for all from the contract legal disputes, including bills of exchange and Checks, our place of business agreed; also entitled to the seat of the Customer complain. In case of invalidity of individual provisions of the Or of these General Terms and Conditions of Business remain effective. In the cross-border Delivery is subject to Austrian law.

Ulrichskirchen, October 10, 2017 Version 1.0

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