

ABS Studio

General Terms and Conditions

(B2B Terms of Service)

For Business Customers Only (B2B)

Freelancers | Self-Employed Professionals | Traders | Companies

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IMPORTANT: These General Terms and Conditions apply exclusively to business-to-business relationships. The Provider supplies the Services to legal entities, traders, freelancers, self-employed professionals and other business customers. The Services are not offered to consumers for private purposes. By placing an order, the Customer confirms that it is acting in the course of its trade, business or independent professional activity.

ABS Studio is a business name under which Dmytro Shapovaliuk carries on an independent commercial activity in Germany as a sole proprietor / Gewerbetreibender, unless the current Legal Notice (Impressum) on the Provider's official website states otherwise.

The Provider's full legal details, Legal Notice (Impressum), Privacy Policy, Cookie Policy / Cookie Settings and, where applicable, a Data Processing Agreement (DPA / AVV) are published separately on the Provider's official website or supplied to the Customer in accordance with these Terms.

Table of Contents

§1 Subject Matter and Definitions
§2 Business-Customer Status and B2B Confirmation
§3 Contract Formation and Electronic Acceptance
§4 Scope of Services, Plans and Project Process
§5 Intellectual Property, Domain and Technical Administration
§6 Legal Pages, Website Information and Customer Responsibility
§7 Personal Data, Web Analytics, Cookies and Third-Party Services
§8 Fees, Invoicing and Tax Provisions
§9 Transfer and Handover of the Website
§10 Contract Term, Minimum Term, Termination and Deactivation
§11 Service Standard, Limitation of Liability and Indemnification
§12 Confidentiality
§13 Changes to these Terms and Price Changes
§14 Governing Law and Dispute Resolution
§15 Final Provisions

§1 Subject Matter and Definitions

1.1 ABS Studio (the "Provider") supplies digital web services to business customers under a Website-as-a-Service (WaaS) model, including individual development, design, technical deployment, hosting, domain administration, basic web analytics, technical support and ongoing website maintenance in accordance with the selected Plan.

1.2 The subject matter of the Contract is the ongoing supply of an integrated digital service on a monthly subscription basis, not the one-time sale of a finished digital product. During the Contract term, the Provider administers the Website, technical infrastructure, domain name, hosting and related technical services to the extent required to supply the Services, unless the parties expressly agree otherwise.

1.3 Technical administration by the Provider does not transfer to the Provider any rights in the Customer's brand, business name, trade marks, logos, text, photographs or other Customer Content. Those rights remain with the Customer or the relevant rights holders.

1.4 The standard service model and Plans described in these Terms do not include custom SaaS platforms, CRM systems, online shops, user accounts, server-side databases, authentication systems, backend logic or other complex server-side software solutions. Such solutions are not included in the standard ABS Studio Plans.

1.5 Definitions:

"Provider": ABS Studio, a business name of Dmytro Shapovaluk, who carries on an independent commercial activity in Germany as a sole proprietor / Gewerbetreibender, unless the current Legal Notice (Impressum) states otherwise.

"Customer": any natural person, legal entity or partnership with legal capacity that enters into the Contract in the course of its trade, business or independent professional activity and therefore acts as a trader (Unternehmer) within the meaning of section 14 of the German Civil Code (BGB).

"Services": the web services supplied by the Provider under the selected subscription Plan. The Services may include development, hosting, domain administration, analytics, Change Requests and support, depending on the Plan.

"Plan": the subscription plan selected by the Customer, including its scope of Services, price, Minimum Term, number of included Change Requests and Grace Period.

"Minimum Term": the initial binding contract period during which the Customer must pay the selected Plan. It reflects the fact that the Provider does not charge a separate one-time setup or development fee. The costs of planning, design, technical setup, initial configuration, infrastructure, domain administration where included, and publication of the Website are included in the monthly fees and economically calculated over the applicable Minimum Term.

"Billing Period": the monthly subscription period beginning on the date of the first successful payment, or on another date stated in Stripe, the invoice or the order confirmation, and recurring monthly thereafter.

"Standard Domain": one domain name whose standard registration and annual renewal cost with the relevant registrar does not exceed EUR 25 per year. Premium domains, aftermarket domains and domain extensions with higher costs are not included in a standard Plan.

"Transfer Price": an amount equal to twelve (12) monthly net fees under the Customer's current Plan at the time the Provider receives the transfer request. VAT is added where required by applicable law. Subscription fees already paid do not reduce the Transfer Price unless the parties expressly agree otherwise.

"Transfer after 24 Months": the Customer's right, after twenty-four (24) consecutive and fully paid Billing Periods under the same Plan, to request transfer of the Customer-Specific Output and handover of the Website without paying a separate Transfer Price. The transfer is not automatic and requires a written or electronic request from the Customer. A change to another Plan starts a new 24-Billing-Period count from the date the new Plan takes effect; Billing Periods under another Plan are not credited unless the parties expressly agree otherwise.

"Website": the web presence created, hosted or technically maintained for the Customer as part of the Services.

"Customer Content": text, photographs, videos, logos, graphics, trade marks, contact details, service descriptions, business information and other materials supplied by the Customer.

"Provider Stack": the general source-code base, templates, components, deployment scripts, configurations, internal tools, technical methods, libraries, reusable components and other elements used by the Provider to supply Services to multiple customers.

"Customer-Specific Output": the specific implementation of the Website for the Customer in the state in which it was created under the selected Plan and which may be transferred under §9.

"Change Request": one thematically connected request of limited scope relating to an existing element, section or setting of the Website, including replacement or correction of text, one or more related images, colours, contact details or a minor update to one information block. Several connected corrections may count as one Change Request if they concern the same element or section and do not require a change to the structure, concept or functionality. A request containing several independent tasks, affecting several unrelated sections or pages, or involving a new page, redesign, new integration, new functionality or a material structural change may reasonably be classified as several Change Requests or as Additional Services. Classification is made in good faith with regard to scope, complexity, impact on the Website structure and estimated time required. At the Customer's request, the Provider will explain the classification before beginning the relevant work.

"Grace Period": the limited period after the end of the last paid Billing Period or termination of the Contract during which certain technical resources or available backups may be temporarily retained for a possible paid transfer, data export or agreed handover. The Grace Period is not an additional free period of public Website operation and does not extend the ongoing Services.

"Business Day": Monday to Friday, excluding public holidays at the Provider's place of business.

§2 Business-Customer Status and B2B Confirmation

2.1 The Services are offered exclusively to business customers and traders within the meaning of section 14 BGB. The Provider does not offer the Services to consumers within the meaning of section 13 BGB for private, family or household purposes.

2.2 By placing an order, accepting these Terms and making payment, the Customer confirms that it enters into the Contract in the course of its trade, business, freelance profession or other independent professional activity.

2.3 The Customer must provide truthful information about its business status, contact details, billing information and any other data required to supply the Services. Where reasonably justified, the Provider may request additional evidence of B2B status, including a business name, registration number, VAT ID / USt-IdNr., tax number, NIP, EDRPOU, business address or a link to a professional website or business profile.

2.4 If an order is placed by a person who is in fact acting as a consumer, or if the Customer provides incorrect information about its business status, the Provider may reject the order, suspend performance or terminate the Contract in accordance with applicable law. Any settlement will take account of Services already supplied, costs incurred, domains registered, third-party services used and mandatory legal requirements.

2.5 If mandatory consumer-protection rules or other mandatory provisions apply in an individual case despite the B2B positioning, those provisions prevail. Nothing in these Terms is intended to restrict mandatory rights that apply irrespective of the contractual classification.

§3 Contract Formation and Electronic Acceptance

3.1 The Contract between the Provider and the Customer is formed electronically when the Customer submits the order, these Terms are validly incorporated and the first payment for the selected Plan is successfully completed, unless the parties expressly agree otherwise in writing or in text form.

3.2 The typical contract-formation process includes: selection of a Plan; review of the price, Minimum Term, automatic monthly payments, termination rules, the absence of any automatic transfer of the Website, Customer-Specific Output or related rights of use, the terms of an early paid transfer, the possibility of a Transfer after 24 Months, and the rules governing domain registration, administration and transfer; entry of the required data; confirmation of business-customer status; review of these Terms and related documents; active acceptance by checkbox / click-wrap; and payment through Stripe or another agreed payment service provider.

3.3 A handwritten signature is not required unless the parties expressly agree otherwise or mandatory law requires a stricter form. Electronic acceptance of these Terms together with successful payment or another expressly agreed order confirmation is sufficient to form the Contract.

3.4 The Provider may retain technical evidence of contract formation, including timestamps, email address, IP address, order ID, Stripe ID, the accepted version of these Terms, checkbox status, invoices, payment confirmations and other data required to evidence the Contract, comply with tax obligations or protect legal rights.

3.5 A payment confirmation, invoice, Stripe invoice, order-confirmation email or other electronic communication may evidence the order, agreed Plan, Minimum Term, payment and commencement of the Services.

3.6 Where several language versions of these Terms exist, the German version prevails for Customers established or carrying on business in Germany. For other Customers, the English version prevails unless the parties expressly agree otherwise. Ukrainian and other language versions may be supplied for convenience and operational communication and do not change the governing law under §14.

§4 Scope of Services, Plans and Project Process

4.1 The scope of the Services is determined by the Plan selected by the Customer on the Provider's website or otherwise agreed by the parties in text form. If a general description on the website conflicts with individually agreed terms, the individually agreed terms prevail.

4.2 The Provider offers the following standard Plans:

Plan	Mini
Price / month	EUR 40 net
Minimum Term	6 months
Changes / month	up to 1
Grace Period	7 calendar days
Scope of Services	One-page digital business-card Website for a freelancer, photographer, consultant or other small business customer. One language version, basic UI design, hosting, SSL and basic SEO preparation. Technical subdomain in the format [name].netlify.app or another technical subdomain. A custom domain is not included. Target time for the first substantive support response: up to 36 hours on Business Days.

Plan	Starter
Price / month	EUR 70 net
Minimum Term	6 months
Changes / month	up to 2
Grace Period	14 calendar days
Scope of Services	Basic landing page for a business, service or the Customer's local online presence. One language version and UI design focused on calls, messages or bookings. Hosting, SSL, one Standard Domain, technical domain administration and basic local SEO preparation. Target time for the first substantive support response: up to 24 hours on Business Days.

Plan	Business
Price / month	EUR 120 net
Minimum Term	12 months
Changes / month	up to 5

Plan	Business
Grace Period	14 calendar days
Scope of Services	Starter scope plus a second Website language selected by the Customer. Enhanced local SEO preparation for a bilingual Website. An additional contact or booking element redirecting to email, messenger or an external service without locally storing the enquiry; integration of Google Maps or another location map. Basic web analytics and a monthly report where analytics are activated in accordance with consent settings and privacy documentation. Priority support.

Plan	Pro
Price / month	EUR 200 net
Minimum Term	12 months
Changes / month	up to 10
Grace Period	21 calendar days
Scope of Services	Business scope plus one additional Website language selected by the Customer, for a total of up to three language versions. Enhanced local SEO preparation for a multilingual Website. Individually developed advertising landing pages or sections within the agreed scope. Enhanced optimisation and advisory support for Google Ads, without any guarantee of advertising performance, sales, leads or search-engine rankings. Highest support priority.

4.2.1 For support purposes, "first response" means the Provider's first substantive reply to a request and not guaranteed complete performance or resolution within that period. Where requests are pending at the same time, the general priority order is Pro, Business, Starter, Mini. Within the same Plan, requests are generally handled in the order received, except that urgent security incidents or critical technical failures may be prioritised regardless of Plan.

All prices are net of VAT. VAT is added only where required by applicable law or the Provider's tax status at the time of invoicing. Unused Change Requests do not accumulate and are not carried forward to a later Billing Period.

4.3 Introductory Pricing. The Provider may offer a reduced price for a clearly stated period or until separate notice. If no fixed discount period is stated, the reduced price applies at least until the end of the Minimum Term and may thereafter be changed only in accordance with §13.5. The discount is recorded when the order is placed and may be evidenced by the Stripe invoice, order confirmation or another electronic communication. The Transfer Price is calculated on the basis of the Plan price actually in effect when the transfer request is received, including any discount then in effect.

4.4 Plan Changes. Because the scope, complexity and technical implementation of the Website are based on the Plan selected when the Contract is formed, the Customer has no right to move to a lower Plan after performance has begun. A downgrade requires a separate agreement. The Customer may request an upgrade in writing or in text form. The new price and expanded scope apply from the next Billing Period or another agreed date. An upgrade does not by itself start a new Minimum Term. If the upgrade requires material additional development, the parties may agree an additional fee or a new Minimum Term before confirming the upgrade. Following an upgrade, the Transfer Price is calculated on the basis of the new current Plan. For a Transfer after 24 Months, any change of Plan starts a new 24-Billing-Period count from the date the new Plan takes effect; Billing Periods under another Plan are not credited unless expressly agreed otherwise. A price change within the same Plan under §13.5 is not a change of Plan and does not interrupt the 24-Billing-Period count.

4.5 Economic Model and Minimum Term:

4.5.1 ABS Studio Plans are supplied without a separate one-time development or setup fee. The costs of planning, design, technical setup, initial configuration, infrastructure, registration and administration of an included Standard Domain, and publication of the Website are included in the monthly fees and economically calculated over the Minimum Term of the relevant Plan.

4.5.2 The Minimum Term is a material condition of the relevant Plan. By placing the order, accepting these Terms and making payment, the Customer acknowledges that the absence of a separate initial development fee is economically balanced by the obligation to pay throughout the Minimum Term.

4.5.3 After the Minimum Term, the Contract continues for an indefinite period on a monthly billing basis unless terminated in accordance with §10.

4.6 Before the subscription is entered into, the Provider may conduct a free initial consultation to clarify the Customer's needs, preliminary Plan, tone of communication, visual style, Website structure, functionality, domain name, language versions and the general scope of the proposed work.

4.7 Based on the initial consultation, the parties prepare a preliminary technical brief / preliminary specification. It may cover the selected Plan, target audience, tone, visual style, Website structure, key sections, functionality, language versions, domain name, design references and other implementation elements. Agreement may be reached by email, WhatsApp, Telegram, website form, document or other electronic means of communication.

4.8 Before payment, the Provider may prepare a prototype, concept or initial visual draft with test or incomplete content based on the preliminary specification. The parties review the prototype, agree any necessary refinements and incorporate the agreed results into the final specification. The prototype is neither a completed Website nor a standalone deliverable to be transferred to the Customer. Rights in the prototype and the Provider Stack elements used in it remain with the Provider. Material new requirements outside the preliminarily agreed scope may require a Plan change, an additional fee or a revised schedule.

4.9 After the final specification and Plan have been agreed, the Customer makes the first payment. Payment confirms the order for the relevant Plan and agreed scope, provided that the final specification was made available to the Customer or electronically approved by the Customer before payment.

4.10 After payment, the Customer must provide the final Customer Content and other required materials in a timely manner, including text, images, logos, contact details, business information, information for the Legal Notice / Impressum and Privacy Policy, social-media links and any other materials required for final implementation. Individual materials may be supplied earlier by agreement.

4.11 Domain registration, full technical implementation and preparation of a Website ready for review begin after payment has been confirmed and all materials required for the relevant stage have been received. A version containing Customer Content and ready for review is usually supplied within 14 Business Days for Mini, Starter and Business, or within up to 21 Business Days for Pro. Unless expressly agreed otherwise, these are non-binding planning estimates and may be extended in particular where the Customer delays materials, approvals or responses.

4.12 Once the Provider expressly identifies a version as ready for review and acceptance, the Customer must review it within 7 Business Days and notify the Provider of specific deviations from the final specification or other agreed scope. The Provider will remedy confirmed deviations within a reasonable period. New requests or changes to the concept, structure, design or functionality that fall outside the agreed scope are treated as Change Requests or Additional Services.

4.13 If the Customer does not respond within the period under §4.12, the Provider may send a reminder and set an additional period of at least 5 Business Days, expressly stating the consequences of non-response. If that additional period expires without a response, the supplied version is deemed accepted and approved for publication unless the Customer has identified at least one specific defect within the additional period. Rights concerning defects notified in time or not reasonably discoverable during ordinary review remain unaffected. Publication at the Customer's express request or actual commercial use of the Website also constitutes acceptance of the relevant version, without excluding rights concerning latent defects.

4.14 Minor defects that do not impair ordinary use of the Website do not entitle the Customer to unreasonably refuse or delay acceptance or publication. The Provider will remedy such defects within a reasonable period.

4.15 If, after payment, the Customer fails to provide required materials, data, approvals or responses, the Provider may suspend the affected work until the required information is received. Before suspension, the Provider will notify the Customer of the missing cooperation and allow a reasonable period, unless particular urgency makes this impracticable. A delay caused by the Customer does not automatically suspend the Minimum Term or payment obligations where the Provider was ready to perform, reserved time or technical resources, or had already begun organising the infrastructure, and the delay was not caused by the Provider.

4.16 Additional Services, including new pages, additional landing pages, custom integrations, redesign, material structural changes, migration to other infrastructure or other work not included in the Plan, are charged separately and performed only after agreement between the parties.

4.17 Unused Change Requests are not carried forward to the next Billing Period and are not paid out or credited unless the parties expressly agree otherwise.

§5 Intellectual Property, Domain and Technical Administration

5.1 During the Contract and after its termination, the Provider retains all rights in the Provider Stack, including the general source-code base, reusable components, templates, deployment scripts, technical architecture, internal tools, technical configurations, general design solutions, libraries, infrastructure and other elements used for multiple customers.

5.2 The Customer retains all rights in the Customer Content, including its business name, brand, logos, trade marks, text, photographs, videos, graphics, contact details, information about its activities and other materials supplied by the Customer.

5.3 The Customer grants the Provider a non-exclusive, royalty-free and worldwide licence to use the Customer Content solely to the extent necessary to create, host, support, test, optimise, back up, transfer and technically maintain the Website. The licence applies during the Contract term, the Grace Period and any additional period reasonably required to complete a handover, comply with statutory retention obligations or protect legal rights.

5.4 Where the Plan includes a custom domain, the Provider will generally register and administer one Standard Domain through the Provider's own account with Netlify or another registrar / service provider selected by the Provider. Standard registration and annual renewal costs are included in the monthly fee while the subscription remains active, unless expressly agreed otherwise.

5.5 Premium domains, aftermarket domains, domains with annual costs above EUR 25 and special or restricted domain extensions are not included in a standard Plan. In that case, the Customer must select another available Standard Domain or agree to and pay the actual cost difference and related expenses. If a later renewal cost rises above EUR 25 per year, the Provider will inform the Customer in good time to the extent that the information is available to the Provider. The Customer may pay the additional cost, select another available Standard Domain or decline renewal. If, despite timely notice, the Customer does not provide the required instructions or pay the agreed difference before the renewal date, the Provider is not obliged to renew the domain. Domain registration and administration do not include email mailboxes, email hosting, Google Workspace, Microsoft 365 or any other email service unless expressly agreed separately.

5.6 If the domain name is particularly important to the Customer's brand, the parties may agree to register it directly in the Customer's name and delegate technical administration to the Provider. If the Provider registers the domain as part of the Services, the Provider will administer it until transfer, termination of support or expiry of the registration in accordance with these Terms and the rules of the relevant registrar.

5.7 Where web analytics are included in the Plan, they are technically set up, configured and administered through the Provider's accounts or analytics services. The Provider selects the analytics tool, performs the technical configuration, manages access and uses available analytics data to monitor technical use of the Website, assess its operation, optimise the Services and prepare reports included in the Plan. The Customer is not entitled to direct access to the Provider's analytics accounts. Depending on the Plan, the Customer may receive aggregated statistics, written reports, screenshots, PDF or CSV files, or another available reporting format. Rights in the accounts, their configuration and technical administration remain with the Provider.

5.8 The Provider may place an unobtrusive technical credit such as "Technical implementation: ABS Studio" or "Website by ABS Studio" in the footer of the Customer's Website where this possibility is stated in the Plan description, order confirmation or commercial proposal. Removal of the credit may be agreed separately.

5.9 The Customer warrants that it has sufficient rights in all Customer Content and that its use as part of the Services does not infringe third-party rights. If a third party asserts a claim relating to Customer Content, the Customer must cooperate with the Provider, provide the necessary explanations and documents, and reimburse the Provider for losses and reasonable defence costs to the extent that the claim results from the Customer's fault or the unlawful nature of the content supplied by the Customer.

5.10 The Provider will notify the Customer of a third-party claim within a reasonable period unless prohibited by law. The Customer may participate in settlement discussions or the defence of the claim where this does not create a conflict of interest or prejudice the Provider's rights.

§6 Legal Pages, Website Information and Customer Responsibility

6.1 Where the Services include preparation or technical placement of a Legal Notice / Impressum, Privacy Policy, Cookie Banner, Cookie Policy, terms page, contact page or other legally relevant information, the Provider performs this solely as technical implementation, general information assistance or adaptation of a standard template based on information supplied by the Customer.

6.2 The Provider does not carry out an individual legal, tax or regulatory review of the Customer's activities and does not provide legal, tax or other regulated professional advice. The Customer is responsible for determining the legal suitability of such pages and must obtain advice from a lawyer, tax adviser or other authorised professional adviser in the relevant jurisdiction where appropriate.

6.3 The Customer is responsible for the accuracy, completeness, currency and lawfulness of information published on its Website, including Legal Notice / Impressum details, contact details, registration and tax numbers, content-responsibility details, licences, permits, mandatory consumer information, service information, prices, guarantees and medical, financial or other regulated claims.

6.4 For Websites directed at Germany, the Customer must provide the information required to comply with section 5 of the German Digital Services Act (DDG) and, where applicable, section 18 of the German Interstate Media Treaty (MStV) or other applicable rules. For other countries, the Customer is responsible for providing the information required by the local law of the relevant country.

6.5 The Customer must notify the Provider without undue delay of changes to its business details, legal status, address, email, telephone number, VAT ID / USt-IdNr., tax number, responsible persons, regulated activities or other information that may affect the Website, Legal Notice / Impressum, Privacy Policy, cookies or legality of the content.

6.6 Until such notice is received, the Provider may rely on the most recent information supplied by the Customer. The Provider is not required to independently verify the accuracy or currency of that information unless expressly agreed otherwise.

6.7 The Customer must not use the Website or Services for unlawful activity or to publish content that is unlawful, fraudulent, discriminatory, defamatory, harmful, pornographic, extremist or infringes third-party rights, or that may expose the Provider to claims, blocking measures, penalties or other legal consequences.

6.8 The Provider may temporarily deactivate or remove disputed content, block publication, suspend the Services or terminate the Contract where there are reasonable grounds to suspect unlawful content, infringement of third-party rights, a requirement of a competent authority or a material risk of liability for the Provider. Unless there is an urgent danger, a lawful requirement for immediate action or a risk of irreversible harm, the Provider will first allow the Customer a reasonable opportunity to explain or remedy the issue.

§7 Personal Data, Web Analytics, Cookies and Third-Party Services

7.1 Managed ABS Studio Analytics. If web analytics are included in the selected Plan, the Provider organises and administers them through Google Analytics or another analytics service selected by the Provider. The Provider determines the technical configuration, manages the relevant accounts and access, and uses available analytics

information to monitor operation and use of the Website, optimise the Services and prepare analytics information for the Customer.

7.2 Provider's Role for Its Own Analytics Infrastructure. To the extent that the Provider independently determines the purposes and essential means of processing analytics data within its own technical and analytics infrastructure, the Provider acts as an independent controller (Verantwortlicher / Data Controller) under applicable data-protection law. The Customer does not receive direct access to the Provider's accounts or raw analytics data and receives only the analytics information or reports included in the Plan.

7.3 Other Data-Protection Roles. The parties' roles are determined by the actual nature of the relevant processing and applicable law. If a particular technical configuration or Additional Service results in the Provider processing personal data on behalf of and under the documented instructions of the Customer within the meaning of Article 28 GDPR, the parties will separately enter into or document acceptance of an appropriate Data Processing Agreement / Auftragsverarbeitungsvertrag (DPA / AVV). If the actual configuration results in joint determination of purposes and means, the parties will document the allocation of responsibilities to the extent required by applicable law.

7.4 Processing in Connection with ABS Studio's Own Business. The Provider may process personal data relating to the Customer, its contact persons and other individuals as an independent controller for order processing, communications, invoicing, payments, accounting, performance of the Contract, protection of the Provider's rights and operation of the Provider's business. Further details are set out in the Provider's current Privacy Policy.

7.5 Cookies and Consent. Non-essential cookies, analytics cookies and other technologies that store or access information on a user's device are used only with the required consent where such consent is required under the GDPR, TDDDG, ePrivacy rules or other applicable law. Technically necessary cookies or similar technologies may be used without separate consent to the extent permitted by law.

7.6 A Cookie Banner or other consent-management mechanism may be supplied as part of the technical implementation. The Provider is responsible for supplying current technical information about analytics, hosting and other services that the Provider independently selects and configures. The Customer is responsible for the accuracy of information concerning its own activities, external contact channels, advertising tools, booking systems and other services used at its request or under its control. Each party must promptly inform the other of changes that may require an update to the Privacy Policy, Cookie Policy or consent settings.

7.7 Google Search Console and Indexing. The Provider may use Google Search Console, sitemaps, robots directives, indexing tools and other technical methods to monitor indexing and technical visibility in search engines. The relevant accounts and technical settings may be administered by the Provider as part of the Services. The Customer is not entitled to direct access to the Provider's accounts unless expressly agreed otherwise.

7.8 External Contact and Booking Services. Interactive Website elements may redirect users to third-party services such as WhatsApp, Telegram, email, Planity, social networks or other external platforms. After a user follows the link, personal-data processing by the relevant third-party service or by the Customer is governed by their own terms, privacy policies and applicable law. The Provider does not control subsequent processing in those external services unless expressly agreed otherwise.

7.9 Third-Party Technical Services. Hosting providers, CDNs, domain registrars, Google, Netlify, Vercel, Stripe, email services, messaging services and other digital tools may be used to operate the Websites. Their role in a specific processing activity may differ depending on the service, settings and actual configuration. Relevant information is or may be set out in the Privacy Policy, Cookie Policy, DPA / AVV or the relevant third-party service documentation.

7.10 International Data Transfers. Where personal data are transferred or may be accessed outside the European Economic Area, the Provider and other responsible parties will apply safeguards required by applicable law and their actual role, including an adequacy decision, an applicable transfer framework or Standard Contractual Clauses, depending on the particular recipient and service.

7.11 The Customer must notify the Provider of changes to Website functionality, forms, services, marketing tools, cookies, advertising pixels, external booking systems or integrations that may require updates to privacy / cookie documents, consent settings or the assessment of the parties' data-protection roles.

§8 Fees, Invoicing and Tax Provisions

8.1 Fees are charged monthly in advance by automatic recurring payment. During the Minimum Term, the Customer remains obliged to pay the monthly fee for the selected Plan. After the Minimum Term, the Contract continues on a monthly basis unless terminated under §10. Payment may be processed through Stripe or another agreed payment service provider.

8.2 The Services begin after the first successful payment unless expressly agreed otherwise. Subsequent payments are charged automatically in accordance with the selected Plan, Billing Period and the terms of the payment service provider.

8.3 Before payment is confirmed, the Customer is clearly informed of the selected Plan, payment amount, Minimum Term, termination rules, automatic recurring payments, the absence of any automatic transfer of the Website, Customer-Specific Output or related rights of use, the separate early paid transfer option, the conditions for a Transfer after 24 Months and the domain model. Where the Plan includes a Standard Domain, the Customer is informed that the domain is generally registered and technically administered through the Provider's account and is not automatically transferred when the subscription ends; any transfer is governed by §9 or a separate agreement.

8.4 An invoice may be generated automatically through Stripe or another payment service after successful payment and sent to the Customer by email. It may also be made available through the payment service's customer interface, where used.

8.5 All prices are stated net of VAT. VAT is added only where required by applicable law. The applicable tax treatment, VAT rate, reverse-charge mechanism, German small-business regime (Kleinunternehmerregelung) or other tax treatment is determined at the time of invoicing in accordance with applicable law and the tax status of the parties.

8.6 The Provider's official legal details, tax number, VAT ID / USt-IdNr., address and other mandatory information are stated in the Legal Notice / Impressum, invoices, Privacy Policy or other relevant documents where disclosure is required.

8.7 The Customer is responsible for its own tax, foreign-exchange, accounting and other obligations in its jurisdiction, including the accuracy of VAT IDs or tax numbers, reverse-charge treatment, expense accounting and local reporting duties.

8.8 If payment is overdue, the payment service may automatically retry the charge. If payment is not completed within 7 calendar days after a failed payment attempt, the Provider may, after an electronic reminder, temporarily deactivate or restrict access to the Website unless immediate action is required to prevent harm. If the delay continues for more than 14 calendar days, the Provider may discontinue the Services or terminate the Contract in accordance with §10.

8.9 Refunds and Mistaken Orders. Fees paid for Services properly supplied during the current Billing Period are not refunded on a pro-rata basis unless mandatory law, an individual agreement or termination for a material breach by the Provider requires otherwise. If the Customer believes that an order or payment was made by mistake, it must notify the Provider without undue delay. Notice within 24 hours increases the possibility of a voluntary full refund but does not create an automatic right to a refund. The Provider may voluntarily issue a full or partial refund where, at the time notice is received, performance has not begun, no domain has been registered, no third-party cost has been incurred, no technical resources have been reserved and technical implementation has not started. Once performance, domain registration, reservation of technical resources or technical implementation has begun, paid fees are not refunded unless the parties agree otherwise or mandatory law requires it.

8.10 Invoices may be issued in EUR, USD or another currency depending on the Customer's country, the payment service, the order terms and the Provider's technical capabilities.

§9 Transfer and Handover of the Website

9.1 The Customer may request an early paid transfer of the Customer-Specific Output and handover of the Website at any time by paying the Transfer Price. The Transfer Price is twelve (12) monthly net fees under the Customer's current Plan at the time the Provider receives the written or electronic transfer request, regardless of the number of

subscription months already paid and regardless of when the request is made, unless expressly agreed otherwise. VAT is added where required by applicable law.

9.2 Subscription fees already paid are not credited against or deducted from the Transfer Price. The subscription is a separate Service that includes hosting, support, domain administration, Change Requests, analytics and other ongoing maintenance under the Plan and is not an instalment purchase of the Website. The Transfer Price is a separate price for transfer of the Customer-Specific Output and the agreed rights of use under this §9.

9.3 Transfer after 24 Months. If the Contract has remained continuously in force for twenty-four (24) fully paid Billing Periods under the same Plan, the Customer may request transfer of the Customer-Specific Output and handover of the Website without paying a separate Transfer Price. The transfer is not automatic and is made only following the Customer's written or electronic request and payment of all undisputed or finally adjudicated amounts due. Billing Periods with outstanding payments are credited only once fully paid. A change of Plan starts a new 24-Billing-Period count under §4.4. A price change within the same Plan does not interrupt the count. The Customer may submit the request during the Contract term or before expiry of the Grace Period, provided that the 24-Billing-Period requirement was satisfied before the Contract ended.

9.4 The parties may agree that the Customer acquires the Website when entering into the subscription or at any later time for an individually agreed price or on other expressly agreed terms. Before the Grace Period expires, the Customer may request an early paid transfer or, where the requirements of §9.3 are met, a Transfer after 24 Months. If the requirements of the relevant transfer method are fulfilled and all undisputed or finally adjudicated amounts due are paid before the Grace Period expires, handover will take place under this §9 despite any earlier notice of termination.

9.5 After the requirements of the applicable transfer method under §§9.1 to 9.4 have been fulfilled, all undisputed or finally adjudicated amounts due have been paid, and the information required for handover has been received, the Provider will supply a Handover Package within 14 Business Days. The Handover Package includes at least:

- an archive of the source files of the Customer-Specific Output and the configurations required for standard deployment of the Website in its current state;
- basic technical documentation / README with instructions for standard deployment;
- an available export of analytics data in a technically available format, where such an export exists;
- the AuthCode or other information required to transfer the domain where the domain was registered by the Provider, is technically transferable and the Customer satisfies the registrar's requirements;
- any other materials expressly agreed by the parties.

9.6 Handover of the Website does not automatically include transfer of the Provider's accounts, licences, internal tools, paid subscriptions, master templates, libraries, reusable components outside the specific Website or other Provider Stack elements unless expressly agreed otherwise.

9.7 To the extent that the Handover Package contains reusable components or Provider Stack elements, the Customer receives a non-exclusive, perpetual and worldwide licence to use those elements solely as part of the transferred Website. The Customer may engage third parties to host, deploy, maintain, troubleshoot and modify the transferred Website, provided that those components are not separated from the Website and independently sold, licensed, distributed or used in other products. The Provider may continue to use the same components for its own purposes and for other customers.

9.8 After handover has been completed, the Provider is not required to continue hosting, support, updates, backups, administration, SEO, analytics or any other Services for the transferred Website unless the parties enter into a separate agreement.

9.9 After actual completion of an early paid transfer or a Transfer after 24 Months, the relevant subscription ends at the close of the current paid Billing Period or on another date expressly agreed by the parties. The Provider will stop automatic recurring payments for the relevant subscription. Until the termination date, ongoing Services continue to the extent technically possible unless expressly agreed otherwise or an earlier end is objectively required by transfer of the domain or infrastructure. If the parties agree continued hosting, support or maintenance, those Services are governed by the separate agreement.

9.10 The Handover Package is supplied in the Website's current technical state. Migration to another infrastructure, adaptation to specific third-party hosting, setup of new accounts, DNS, SSL or deployment is not included in the Transfer Price unless expressly agreed otherwise.

9.11 Under a separate agreement, the Provider may supply Additional Services for migration to another hosting environment, setup of DNS, SSL or deployment, or ongoing support. Such Services are not included in a standard Plan and are charged separately.

§10 Contract Term, Minimum Term, Termination and Deactivation

10.1 The Contract is entered into for an indefinite period and continues until terminated in accordance with these Terms. During the Minimum Term, the Customer must pay the selected Plan monthly and the Provider must supply the Services in accordance with these Terms, the Plan and the agreed scope, provided that the Customer properly performs its contractual obligations and cooperation duties. After the Minimum Term, the Contract continues on a monthly basis and the Provider continues supplying the Services until valid termination under this §10.

10.2 Where a Minimum Term applies, the Customer may ordinarily terminate the Contract no earlier than the end of that Minimum Term. A notice received before the end of the Minimum Term takes effect at the end of the Minimum Term unless the parties expressly agree otherwise.

10.3 After the Minimum Term, the Customer may terminate at any time by email or another agreed electronic communication channel. The Contract ends at the close of the current paid Billing Period. The public Website may then be deactivated and ongoing Services end in accordance with §10.11. Unless the Customer completes an early paid transfer or a Transfer after 24 Months under §9, no rights in the Customer-Specific Output, the Provider's technical infrastructure or other Service elements transfer to the Customer. Customer Content and any domain registered directly in the Customer's name remain unaffected.

10.4 After the Minimum Term, the Provider may terminate the Contract without stating a reason by giving at least 60 calendar days' notice by email or another agreed electronic communication channel. Until the notice period expires, the Provider will continue supplying the Services, provided that the Customer properly performs its contractual obligations. Earlier termination by the Provider is permitted only in the cases described in §§10.7 and 10.8.

10.5 If the Provider terminates under §10.4 without stating a reason before the Customer has completed 24 fully paid Billing Periods under the current Plan, the Customer may, before expiry of the applicable Grace Period, request an early transfer of the Customer-Specific Output and handover of the Website. For that transfer, the Customer must pay an amount equal to the number of monthly Plan fees still missing, on the date of the Provider's termination notice, to reach 24 fully paid Billing Periods under that Plan, capped at the standard Transfer Price, together with all undisputed or finally adjudicated amounts due. Following full payment, handover is made in accordance with §9. This right does not apply where the Contract is terminated for cause, because of a breach by the Customer or because of another circumstance attributable to the Customer.

10.6 Simply stopping payment, removing a payment method, blocking a card, initiating a chargeback, disabling automatic collection or technically cancelling a subscription through Stripe or another payment service provider does not constitute notice of termination and does not end the Contract. The Customer's right to dispute a particular payment on lawful grounds remains unaffected. Any undisputed payment obligations already incurred and all contractual obligations during the Minimum Term remain in force.

10.7 Each party's right to terminate for good cause (wichtiger Grund) remains unaffected. Good cause may exist in particular where the other party materially breaches the Contract and fails to remedy the breach within a reasonable period after notice, so that continuation of the Contract is unreasonable having regard to all circumstances. No cure period is required where the breach is incapable of remedy or immediate termination is justified.

10.8 The Provider may discontinue the Services early or terminate the Contract for cause, including where payment is more than 14 calendar days overdue; the Customer has supplied false information about business status or billing details; content or use of the Website is unlawful; third-party rights are infringed; there is an objectively justified and material requirement of a competent authority, hosting provider, payment service provider, registrar or other service provider without which continued performance would be impossible or unlawful; the Customer otherwise materially breaches these Terms; or there is a material legal, security or technical risk that cannot be resolved by reasonable measures. Where the circumstance can be remedied and immediate termination is not required, the Provider will first allow a reasonable cure period.

10.9 If the Contract ends before expiry of the Minimum Term because of a material breach by the Customer or another circumstance attributable to the Customer, all amounts due up to the termination date remain payable. In addition, the Provider may recover documented losses directly caused by the early termination to the extent permitted by applicable law. The calculation may take account of the economic basis of the Minimum Term, expected fees lost, Services already supplied but not paid for, and costs actually incurred and not reimbursed. Costs avoided as a result of early termination and revenue actually earned, or reasonably capable of being earned, through use of the released capacity for other work must be deducted. The same Service, cost or economic loss may not be counted twice. This clause does not create a contractual penalty or an automatic right to all fees for future Services that will no longer be supplied.

10.10 The Provider may, at its discretion, agree to early termination on different terms, including partial payment of the economic balance of the Minimum Term, an agreed settlement payment or no additional payment. Any such arrangement must be expressly agreed in writing or in text form.

10.11 After the end of the last paid Billing Period, the Provider may deactivate public access to the Website and discontinue ongoing Services, including hosting, analytics, external integrations and technical administration. The Grace Period is not an additional free period of public Website operation or ongoing Service supply; it is a temporary retention period for available technical resources and an opportunity to request an early paid transfer, a Transfer after 24 Months or an available data export. Suspension or deactivation may occur earlier in cases of payment default, unlawful content, security risk or other grounds provided in these Terms.

10.12 After termination, the Grace Period applicable to the Plan applies unless expressly agreed otherwise. During that period, the Customer may request an available export of Customer Content or other available data, an early paid transfer or a Transfer after 24 Months under §9. A complete Handover Package is supplied only after the requirements of one of the transfer methods under §9 have been fulfilled or under a separate agreement.

10.13 After expiry of the Grace Period, the Provider may permanently delete or deactivate the technical infrastructure, backups, files, configurations, analytics settings and other Service-related data unless statutory obligations, an applicable DPA / AVV, tax retention periods or a separate agreement require otherwise.

10.14 Documents subject to statutory retention, accounting data, invoices, payment records, log data, evidence of acceptance of these Terms and other information may be retained after termination for periods required by law or reasonably necessary to protect the Provider's legal rights.

10.15 Where the Provider registered or administered the domain as part of the Services, the Provider may cease renewal or administration under the registrar's rules after termination unless there has been an early paid transfer, a Transfer after 24 Months or another agreed handover. The Provider does not guarantee that the Customer will be able to register the domain again after release or expiry.

10.16 Where a custom domain is registered directly in the Customer's name or is to be transferred separately, the Customer must initiate the required steps during the Grace Period or another agreed period, pay all undisputed amounts due and supply the required information. The Provider will cooperate to a reasonable and technically feasible extent but is not responsible for the registrar's actions or rules.

10.17 No statutory right of withdrawal (Widerrufsrecht) applies because the offer is directed exclusively to Customers who genuinely act as business customers. Mandatory rights that apply irrespective of the B2B positioning remain unaffected.

§11 Service Standard, Limitation of Liability and Indemnification

11.1 The Provider will supply the Services with reasonable professional care and in accordance with these Terms, the selected Plan and the agreed scope. The Provider does not owe any specific commercial, advertising, search-engine, sales, lead-generation or reputational result.

11.2 The Provider does not warrant that the Website, hosting, domain, third-party services, payment systems, networks, search engines, Google Analytics, Google Maps, CDNs, registrars or other technical services will be continuously available, error-free or unaffected by changes to third-party terms or systems.

11.3 The Provider is not liable for outages, restrictions, blocking, price changes, API changes, refusal of service or other acts of third parties to the extent that they are outside the Provider's direct control and the Provider has not

breached its own duty to select, configure or respond to known issues concerning the relevant service with reasonable care.

11.4 The Provider's liability is unlimited for intent and gross negligence, for injury to life, limb or health, and in any other case in which liability cannot be limited under mandatory law.

11.5 In cases of ordinary negligence, the Provider is liable only for breach of a material contractual obligation, the performance of which is essential to proper performance of the Contract and on compliance with which the Customer may regularly rely. In that case, liability is limited to loss typical for the Contract and reasonably foreseeable when the Contract was entered into.

11.6 Unless mandatory law provides otherwise, the Provider's liability for an ordinarily negligent breach of a material contractual obligation is limited to the fees actually paid by the Customer for the relevant Services during the twelve (12) months preceding the event giving rise to the claim. If the Contract had been in force for less than twelve months, the limit is the amount actually paid during the entire Contract term. This liability cap does not give the Customer a right to reimbursement of fees for Services properly supplied.

11.7 Liability for indirect loss, loss of profit, loss of expected revenue, reputational damage, loss of customers, loss of sales, loss of data or other consequential loss is excluded to the extent permitted by law, unless caused by intent, gross negligence or another circumstance in which liability may not be limited. Liability under §§11.4 to 11.6 remains unaffected.

11.8 The Customer is responsible for retaining originals of its Customer Content, documents, photographs, videos and other materials supplied to the Provider. The Provider is not required to retain files, backups or earlier Website versions indefinitely unless expressly agreed or included in the Plan.

11.9 The Customer will indemnify the Provider against third-party claims and reimburse documented losses and reasonable defence costs to the extent arising from unlawful Customer Content, infringement of third-party rights, inaccurate information, unlawful activities of the Customer, breach of the Customer's own privacy or cookie obligations relating to its activities, external integrations, contact channels, content or instructions, or another breach by the Customer. The Provider will inform the Customer within a reasonable period and allow the Customer to participate in the defence to the extent this does not prejudice the Provider's rights. The Provider will not enter into an unreasonable final settlement at the Customer's cost without the Customer's prior involvement unless an immediate settlement was objectively necessary. This clause does not transfer to the Customer responsibility for processing carried out by the Provider as an independent controller under §7.

11.10 Neither party is liable for non-performance or delay caused by force majeure or another event beyond its reasonable control, including war, strike, fire, natural disaster, widespread internet failure, governmental action, sanctions, cyberattack, major power outage or hosting-provider failure. The affected party must inform the other party within a reasonable period, take reasonable steps to mitigate the effects and resume performance as soon as objectively possible.

§12 Confidentiality

12.1 Each party must keep confidential the other party's Confidential Information received during negotiations, contract formation or performance and may use it only for proper performance of its contractual obligations.

12.2 Confidential Information means all information that is not generally available, including business plans, financial data, proposals, technical briefs, technical documentation, Website materials, internal processes, customer information, future projects, the Provider Stack, source code and any other information that should reasonably be regarded as confidential by its nature.

12.3 The Provider may disclose Confidential Information only to the extent required to supply the Services and on a need-to-know basis, including to technical service providers, subcontractors, hosting providers, registrars, deployment services, payment service providers, accountants, tax advisers, lawyers and other professional advisers who are bound to confidentiality by contract, law or professional rules.

12.4 The confidentiality obligation does not apply to information that is or becomes publicly available without breach by the receiving party, was lawfully obtained from a third party without a duty of confidentiality, was independently developed without using the other party's Confidential Information, or must be disclosed by law, court order or a competent authority.

12.5 The confidentiality obligations continue for three (3) years after termination. For trade secrets, the Provider Stack, source code and other information that retains its confidential nature, the obligation continues until the information lawfully becomes public or another period is required by law or separately agreed.

§13 Changes to these Terms and Price Changes

13.1 The Provider may amend these Terms for objectively justified reasons, including changes in legislation, case law, tax rules, mandatory requirements of third-party providers, technical or security requirements, or to remove ambiguity and improve transparency. Any amendment must be reasonable and proportionate to the relevant reason and must not change the essential subject matter of the Contract to the Customer's detriment without objective justification.

13.2 The Provider will notify the Customer by email or another agreed electronic communication channel at least 30 calendar days before an amendment takes effect. A shorter period is permitted only where objectively required by mandatory law, an urgent security requirement or an immediately binding requirement of a service provider without which performance would become impossible or unlawful.

13.3 Editorial, technical or other non-material amendments that do not worsen the Customer's legal or economic position may take effect after notice under §13.2. Silence does not constitute consent to a material change in price, Minimum Term, the Transfer Price formula, material scope of Services, liability rules or other material economic terms.

13.4 Material changes to the scope of Services, Minimum Term, calculation of the Transfer Price or other material economic terms apply to an existing Customer only with the Customer's express consent, unless mandatory law or the specific price-change mechanism in §13.5 requires otherwise. If the Customer does not consent, the previous version continues to apply until valid termination; after the Minimum Term, the Provider may terminate under §10.4.

13.5 The Provider may change official Plan prices for future Billing Periods after the Minimum Term by giving at least 30 calendar days' notice. Reasons may include changes in costs of hosting, domains, software services, subcontractors, infrastructure, taxes and charges, inflation or a change in the scope of Services. The increase does not apply to a Billing Period already paid. Customers receiving Introductory Pricing under §4.3 retain that price until separate notice under this clause. If the price is increased, the Customer may terminate before the new price takes effect; the Contract then ends at the close of the last Billing Period paid at the previous price.

13.6 A change in the Provider's tax status required by law, the imposition of VAT, application of reverse charge or another legally required change in tax treatment is not treated as an ordinary price increase. The Customer will be informed within a reasonable period where the change affects invoicing.

§14 Governing Law and Dispute Resolution

14.1 These Terms, the Contract and all legal relationships arising in connection with the Services are governed by the laws of the Federal Republic of Germany, excluding its conflict-of-laws rules, except to the extent that mandatory law requires otherwise.

14.2 To the extent permitted by applicable procedural law, the courts at the Provider's place of business have jurisdiction. This applies in particular where the Customer is a merchant (Kaufmann), a legal entity under public law, a special fund under public law, or where a jurisdiction agreement is otherwise permissible. In all other cases, the statutory rules on jurisdiction apply.

14.3 Before commencing court proceedings, the parties will use reasonable efforts to resolve the dispute amicably through negotiations, written or electronic communication and, where appropriate, clarification of technical or financial issues. This does not prevent either party from seeking interim relief, taking protective measures or acting to suspend or preserve a limitation period.

14.4 If a permissible separate jurisdiction agreement, individually negotiated contract or other expressly agreed document contains specific rules for a particular dispute, those specific rules prevail within the scope of that document.

§15 Final Provisions

15.1 If any provision of these Terms is or becomes wholly or partly invalid, unlawful or unenforceable, the validity and enforceability of the remaining provisions are unaffected.

15.2 An invalid or unenforceable provision is replaced by the applicable mandatory or default rule of law. If no such rule exists, the parties will seek to agree a valid individual provision that most closely reflects the legal and commercial purpose of the invalid provision. No impermissible reduction of an invalid standard term to a permissible core is intended.

15.3 These Terms constitute the entire agreement between the parties concerning the subject matter of the Services and supersede prior oral or written arrangements on that subject, except where an individually negotiated contract, order confirmation, proposal or other expressly agreed arrangement provides otherwise.

15.4 Individually agreed terms take priority over these Terms regardless of the form in which they were agreed, unless applicable law requires a particular form. For evidential purposes, the parties should, where possible, confirm such arrangements in text form.

15.5 Headings are for convenience only and do not affect the interpretation or substance of these Terms.

15.6 Unless these Terms provide otherwise and applicable law requires no stricter form, notices by email or another agreed electronic communication channel satisfy text form (Textform) within the meaning of section 126b BGB.

15.7 The Provider's full legal details, Legal Notice (Impressum), Privacy Policy, Cookie Policy / Cookie Settings and other legal documents are published in their current version on the Provider's official website. Where a DPA / AVV is required for a particular processing activity, it is supplied separately to the Customer and entered into separately or by clearly documented electronic acceptance. Those documents may be updated independently of these Terms where the update does not require an amendment to these Terms.

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