

Terms and Conditions for Maintenance Contracts

These Terms and Conditions govern ongoing website-maintenance and care contracts concluded via the Provider's client portal. The offer is directed exclusively at businesses (Unternehmer). This is a convenience translation; the German version is legally binding.

§ 1 Contracting party & scope

The provider and contracting party is Christopher Rapp, sole proprietor (trading as "Werbung Wien"), Hohenfelsplatz 5, Tür 7, 1120 Wien, Austria · VAT ATU67324816 · GISA 38525933 · e-mail christopherrapp.online@gmail.com (the "Provider").

These Terms apply to all maintenance and service contracts for the ongoing technical operation of a website ("maintenance contract"). The offer is directed exclusively at businesses (Unternehmer) within the meaning of § 1 of the Austrian Consumer Protection Act / § 1 of the Commercial Code — i.e. persons for whom the transaction forms part of operating their business. By concluding the contract, the customer expressly confirms that they act as a business within their commercial or self-employed professional activity. Contracts with consumers are not concluded.

Only these Terms and the individual maintenance contract apply. Deviating or supplementary terms of the customer do not become part of the contract, even if not expressly objected to. Individual agreements take precedence over these Terms. The German version prevails; translations are for information only.

§ 2 Subject matter & scope of services

The subject of the contract is the ongoing technical care of the website specified in the maintenance contract. The exact scope follows from the maintenance contract and, depending on the chosen plan, includes in particular:

- continuous availability/uptime monitoring;
- security checks (SSL/TLS, protective headers, malware scanning) and security updates of the system, extensions and dependencies;
- performance monitoring (e.g. Core Web Vitals);
- regular, off-site backups including restoration if needed;
- a monthly maintenance report in the client area;
- a number of hours per month for content changes and minor adjustments as set out in the maintenance contract.

Maintenance is provided under the trade licence "services in automatic data processing and information technology" (GISA 38525933). The Provider performs the services with the care of a diligent professional and according to the state of the art.

Not included are, in particular, extensive new development, redesigns, migrations and third-party costs (e.g. hosting, domains, licences, stock material); such services are commissioned and billed

separately. Unused change hours expire at month-end and are not transferable to following months.

The Provider owes diligent efforts towards high availability but does not warrant any specific, uninterrupted availability of the website. Outages outside the Provider's sphere of influence (in particular at hosting providers, network operators, or due to force majeure) are excluded from the performance promise.

§ 3 Conclusion of the contract

The presentation of maintenance plans is not a binding offer but an invitation to place an order. The customer makes a binding offer by digitally signing the contract in the client portal, ticking the required confirmations (business capacity, Terms/privacy, data processing) and clicking the final button. The total monthly price, the contract term and any minimum term are displayed before conclusion.

Payment is processed via the payment service provider Stripe; that step sets up the recurring payment. The contract is concluded upon the Provider's confirmation or the successful set-up of the payment subscription. After conclusion, the customer receives a confirmation including the contract and these Terms on a durable medium (e-mail/PDF); the contract text remains retrievable in the client area.

§ 4 Prices & payment

The prices stated in the maintenance contract apply, plus statutory VAT. The fee is payable monthly in advance. Billing is processed automatically via Stripe (e.g. credit/debit card, SEPA direct debit) on the day of the month stated in the contract; the first invoice is calculated pro rata from the start of the contract to the end of the month. The customer ensures a valid, sufficiently funded means of payment.

In the event of default, the Provider is entitled to default interest of 9.2 percentage points above the base rate (§ 456 Austrian Commercial Code) and to reimbursement of necessary, appropriate reminder and collection costs. In the event of significant default, the Provider may suspend the services, after prior notice, until payment in full.

§ 5 Index adjustment & price changes

Fees are index-linked to the consumer price index published by Statistik Austria (CPI/VPI 2020, or a successor index). The Provider may adjust the fee once per year in line with the index and notifies the customer in advance in text form. Any price change beyond this is announced at least two months in advance; if the customer does not object before it takes effect, the change is deemed accepted.

§ 6 Term, renewal & termination

The contract runs for the term agreed in the maintenance contract (e.g. 6 or 12 months) from activation of payment. Unless automatic renewal is expressly agreed, the contract ends on expiry of the term; the Provider sends a reminder in good time before the end.

Where automatic renewal is agreed, the contract renews for the period stated in the contract unless terminated as of the end of the term observing the agreed notice period (one month in case of doubt).

The right to extraordinary termination for good cause remains unaffected for both parties and cannot be excluded. For the Provider, good cause exists in particular in cases of significant payment default, unlawful content, or persistent breach of the customer's duties to cooperate. Termination requires text form (e.g. e-mail or a declaration via the client area suffices).

§ 7 Customer's duties to cooperate

The customer provides the Provider, in good time, with all information, access and credentials required to perform the services, keeps them up to date and reports changes without delay. The customer is responsible for the lawfulness of the content published on the website and ensures they hold the necessary rights (e.g. to texts, images, software).

The customer remains co-responsible for their own data backups beyond those created by the Provider. The customer must inspect the services after performance and notify obvious defects without delay, at the latest within 14 days (§ 377 Austrian Commercial Code); if no timely notice is given, the service is deemed approved.

§ 8 Warranty

The statutory warranty provisions of the Civil Code apply. In the event of defects, the Provider first has the right and duty to remedy within a reasonable period; only if this fails or is refused do the further statutory remedies become available to the customer.

The customer bears the burden of proving that a defect existed at handover (the presumption period under § 924 Civil Code is waived). The warranty period is limited to the statutory minimum framework as far as legally permissible. Guarantees are assumed only if expressly designated as such in writing.

§ 9 Liability

The Provider is liable without limitation for intent and grossly negligent conduct of a serious kind, for personal injury, and under the Product Liability Act. This liability is not restricted by the following provisions.

Otherwise, liability for slight negligence is excluded. In other cases, liability is limited to typical, foreseeable damage; liability for lost profit, indirect and consequential damage is excluded. The Provider's liability is capped per claim at the maintenance fee agreed for one contract year.

For loss of data, the Provider is liable only to the extent that would have been necessary for restoration had the customer carried out proper, reasonable data backups. The customer is responsible for maintaining adequate backups of their own.

§ 10 Data protection & processing on behalf

Insofar as the Provider processes personal data on the customer's behalf within the scope of maintenance (e.g. by accessing databases, creating backups or accessing the hosting environment), the customer becomes the controller and the Provider the processor. The Data Processing Agreement (DPA), including the sub-processors listed there, applies. For data the Provider processes under its own responsibility (e.g. contract and billing data, portal account), the Privacy Policy applies.

§ 11 No right of withdrawal

As the offer is directed exclusively at businesses, there is no statutory right of cancellation or withdrawal. The Distance and Off-Premises Contracts Act (FAGG) and the associated 14-day right of withdrawal apply only to consumers and do not apply to these contracts.

§ 12 Final provisions

Amendments and supplements to the contract require text form. Should individual provisions be invalid, the validity of the remaining provisions is unaffected; the invalid provision is replaced by a valid one that comes closest to its economic purpose.

Austrian law applies, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. The competent court in Vienna is agreed as the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract.