

General Terms and Conditions of Trade of beta-web GmbH

§ 1 General Remarks – Scope

1. The following General Terms and Conditions of Trade (GTCT) are valid for contracts between beta-web GmbH and its clients which settle the provision of services and publications of any type in the field of Internet advertising and information, for New Media projects and for software-based services, specifically the conception, design and creation of software including the corresponding project management.
2. The General Terms and Conditions of Trade shall be valid only for relationships with clients who act as entrepreneurs in a commercial or professional capacity. Natural persons, legal entities, incorporated partnerships and special funds under public law shall all be considered as entrepreneurs for the purposes of these General Terms and Conditions of Trade.
3. The version of these GTCT which is valid at the time when the contractual agreement is signed shall apply.
4. Other GTCT which deviate from these General Terms and Conditions of Trade, which contradict or add to them, shall not be considered a part of any contractual agreement, even if known to both parties, unless otherwise agreed in writing.

§ 2 Conclusion of Contracts

1. Offers submitted by beta-web GmbH are subject to confirmation and non-binding.
2. By submitting his order either in writing, electronically (by email or Internet), by phone or by fax, the client assumes a binding contractual commitment.
3. The client shall be provided with a confirmation of receipt for electronically submitted orders. This shall not be construed as a legally binding confirmation of acceptance.
4. beta-web GmbH shall be entitled to accept the order within a period of six working days after its receipt. This acceptance shall be confirmed in writing or electronically.
5. Both parties agree that the prices stated in the order confirmation – which are in turn based on the current beta-web GmbH price list – shall apply.
6. beta-web GmbH shall be entitled to refuse acceptance of an order, for reasons including – without limitation – the client's poor credit standing.
7. beta-web GmbH shall be furthermore entitled to refuse the publication of content due to its messages, origin or technical format, provided the same reasonable standards are used for all clients and the content in question violates valid laws or regulations, offenses against good morals or public decency or is unacceptable for beta-web GmbH.

§ 3 Obligations of the Client

1. The client shall bear responsibility for the content and the legality of use of all texts and images provided for publication as well as for all text and image files to which a link shall be provided.
2. The client shall bear responsibility for the sound technical state of all data provided. The client shall be liable to beta-web GmbH for all damages and consequential damages resulting from corrupt data and computer viruses.
3. The client shall be responsible for ensuring that his content arrives at the premises of beta-web GmbH in due time and in a state which is technically suitable for transmission. For this purpose, he shall send his data material two working days before the first agreed date of publication either electronically to the email address: info@beta-web.de.
4. The client shall bear responsibility for any errors in the transmission of texts by phone, telex, fax or electronic means of communication.
5. In the event that a job order cannot be fulfilled because the texts and / or images have not been provided in due time or in a suitable state, the client shall nevertheless be charged the full price agreed for the publication, as if no delay had occurred.
6. The client shall be obliged to verify his content for its compliance with the terms of the contract and to notify beta-web GmbH (in writing) of any defects within one week after the first publication date, providing a detailed list of all alleged deficiencies. The client shall have to send off the notification before the end of this period in order to preserve his warranty rights. If no such written notification has been sent within the notice period, all warranty claims shall be forfeited.
7. The client shall release beta-web from all liabilities which could result from intentional or negligent actions of the client, including all liabilities caused by third parties.

§ 4 Copyright and Right of Use

1. All services provided by beta-web GmbH are subject to the German copyright laws ("UrhG"), whether the conditions for the provision of specific protection have been met or not. beta-web GmbH shall be specifically entitled to all claims under §§ 97 ff. UrhG. Once he has paid the agreed compensation in full, the client shall receive those user rights of the software-based services which are required for the specific purposes of the contract.
2. All rights derived from the copyright or the provision of the agreed services shall be the property of beta-web GmbH.
3. The client shall not be entitled to alter or reproduce any software-based service, database software, graphical design or any other service which may involve any of the rights of beta-web GmbH or to provide third parties with access to them, unless he has received the prior written consent of the beta-web GmbH. He shall not be entitled to use them on any medium other than the medium specified in the contract, unless otherwise agreed or evidently required by the nature of the assignment.

§ 5 Services and Warranty

1. beta-web GmbH shall ensure the publication of the client's content in compliance with the technical standards of the day and in the highest possible quality. beta-web GmbH shall not be held responsible for errors due to the use of unsuitable software and / or hardware products by client or user (such as a browser), to disruptions of communication networks operated by other providers, to the breakdown of computers of third parties (such as other providers) and to disruptions caused by computer viruses transmitted by third parties.
2. In the event that a job order cannot be fulfilled on time due to programme-related or technical reasons, including – without limitation – computer breakdown, force majeure, strikes, legal regulations, disruptions which fall into the responsibility of providers, network operators and service providers or for similar reasons, beta-web GmbH shall undertake to meet its obligations as soon as possible after the disruption has ended. In the event of such a delayed fulfilment of its contractual duties by beta-web GmbH, its claim for full compensation shall not be affected and remain valid. The client shall be informed about any such delays.
3. In the event that beta-web GmbH – for reasons and for which it cannot be held responsible – is not capable of meeting its contractual duties, the client shall be obliged to compensate beta-web GmbH for its costs.
4. In the event that the client's content which was due for release – for reasons beyond beta-web's control for which it cannot be held responsible – has not been published in full, the client shall be obliged to pay a pro-rata fee, at least, however, to reimburse the costs incurred by beta-web GmbH.
5. In the event of defects, the client shall be entitled to demand a subsequent improvement within a period of two weeks after beta-web has received the notification. beta-web GmbH shall be entitled to perform this subsequent improvement in the form of a substitute release. If such a release requires disproportionate expenses, beta-web GmbH shall be entitled to refuse a subsequent improvement. If subsequent improvements are either impossible or have been refused by beta-web GmbH within an appropriate period which had been set for this purpose by the client, the client shall be entitled to reduce his payment or demand the cancellation of the contract.
6. The client shall only be entitled to hold beta-web GmbH liable for damages under the contract or general law, if such damages have been the result of intent or gross neglect by beta-web GmbH, its representatives or vicarious agents. This limitation does not apply in the event of a violation of essential contractual duties and of damages to life and limb.
7. beta-web GmbH shall not be obliged to check any of the content which has been provided for release by the client as to whether it may affect the rights of third parties. The client shall be responsible for releasing beta-web GmbH from any claims by third parties which might arise from a publication of his content.
8. beta-web GmbH shall not be held responsible for the content of other websites to which links are being provided. beta-web shall not consider this foreign content as part of its own website. In the event that beta-web learns about the illicit character of any such external website, it shall be entitled to remove the corresponding link immediately.

§ 6 Terms of Payment

1. Apart from the compensation agreed in compliance with § 1, the client shall have to assume all costs for the preparation of designs and data files as well as for substantial alterations and modifications of the originally agreed extent of delivery, provided such alterations and modifications had to be performed at his request or due to developments in his responsibility.
2. Payments must be made within 14 days after the date on the invoice. Arrears are subject to a default interest of 8 % above the basic interest rate. For each reminder issued, an additional fee of 5 shall become payable.
3. beta-web GmbH shall be entitled to suspend its fulfilment of ongoing orders until all outstanding amounts have been paid. It can also insist on pre-payment of all further publications. Whether or not a payment obligation has been met in due time, shall be determined on the basis of the arrival of the payment on the account (bank or postal account) of beta-web GmbH.

§ 7 Data Protection

1. The client has been comprehensively informed about the type, extent, place and date of collection, processing techniques and use of personal data required in order to process and execute his job orders as well as about his rights of objection in order to prevent the use of his anonymous user profile for purposes of advertising, market research and the further development of the service in line with the customers' needs and requirements (see also "Information about Data Protection").
2. The client expresses his consent to the collection, processing and use of his personal data. He shall be entitled to revoke this declaration of consent at any time after which such revocation shall henceforth take effect for the future collection, processing and use of his personal data.

§ 8 Concluding Regulations

1. If some of the terms of the contract and / or some of these General Terms and Conditions of Trade are or become invalid, the other terms shall remain unaffected. In such an event, the invalidated or partially invalidated term shall be replaced by a valid term which reflects the economic purpose of the invalid term as faithfully as possible.
2. Place of performance and jurisdiction is Bonn.