

Standard Business Terms and customer information

I. Standard business terms

§ 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Tom Klein) via the <https://www.gentlent.com> website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

§ 2 Registration as user

In order to book (and use) our services, registration as a user is required. This is free of charge and does not result in any obligation. As part of the registration process, a user account will be set up under your specified email address and the password you have chosen.

§ 3 Top-up of credit

(1) To book and/or pay for our Internet services, it is necessary to top up credit, unless otherwise agreed. Simply by placing the offer to top up credit in the customer area (login), we are submitting a binding offer to conclude a contract.

The contract for topping up credit is concluded via the online order form as follows:

In the customer area (login), you can access the online order form.

In the online order form, you select the desired amount and the payment method; finally, all data for topping up the credit is displayed here as an order overview.

If you use an instant payment system (e.g. PayPal / PayPal Express, Amazon Payments, Sofortüberweisung) as a payment method, you will either be directed to the order overview page in our online shop, or to the website of the instant payment system provider.

If you are forwarded to the relevant instant payment system, choose and/or enter your details as appropriate. Finally, you will be shown the order data as an order overview on the website of the instant payment system provider, or after you have been redirected back to our online shop.

Before submitting the order, you have the option of checking all the details once more, amending them or cancelling the order.

By submitting the order via the corresponding button, you declare your legally binding acceptance of the offer, subsequent to which the contract for the topping up of credit comes into effect.

(2) The processing of the order and the transmission of all information required in connection with the conclusion of the contract is partly automated by email. You must, therefore, ensure that the email address you have provided to us is correct, that the receipt of emails is technically guaranteed and, in particular, that it is not prevented by way of SPAM filters.

(3) The provision of service (activation of the amount of credit ordered) takes place within 2 working days after conclusion of the contract (in the event of agreed advance payment, only after the time of your payment instruction).

(4) The topped up credit can be used exclusively for the booking and/or payment of our Internet services.

You are entitled to a refund of the remaining credit after termination of the contract. The pay out of any topped-up credit during the term of the contract is excluded. For consumers, this shall only apply insofar as the cancellation period has expired or the right of cancellation has lapsed.

§ 4 Conclusion of the contract

(1) We provide you with Internet services, in particular, web hosting or server hosting (hereinafter referred to as: "web hosting") and domains. The scope of services results from the service package booked by you and the service description stated in the respective offer.

As soon as you place the respective product on our website, we shall submit to you a binding offer to conclude a contract via the online shopping cart system under the conditions specified in the item description.

(2) The contract for the provision of Internet services is concluded via the online shopping cart system as follows:

The services intended for booking are configured and stored in the "shopping cart". By clicking on the corresponding button in the navigation bar, you can call up the "Shopping Cart" and make changes there at any time.

After clicking the button "Checkout" or "Continue to order" (or similar designation) the input of your personal data as well as the terms of payment takes place. Finally, all order data is displayed here as an order overview.

If you use an instant payment system (e.g. PayPal / PayPal Express, Amazon Payments, Sofortüberweisung) as a payment method, you will either be directed to the order overview page in our online shop, or to the website of the instant payment system provider.

If you are forwarded to the relevant instant payment system, choose and/or enter your details as appropriate. Finally, you will be shown the order data as an order overview on the website of the instant payment system provider, or after you have been redirected back to our online shop.

Before submitting the booking, you have the option of checking all the details once more, amending them (also using the "back" function of the Internet browser), or cancelling the booking.

By submitting the booking via the corresponding button, you declare your legally binding acceptance of the offer, whereby the contract is concluded.

(3) You are not bound by your enquiries regarding the creation of an offer that have been conveyed to us. We supply you with a textual and binding offer (e.g. via e-mail), which you can accept within a period of 5 days.

(4) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one,

and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

§ 5 Service provision for web hosting, obligations

(1) Our service obligations result from the service description of the respective web hosting offer.

The service provision (activation of the booked service package, transmission of the access data) takes place, unless otherwise agreed, within 2 working days after conclusion of the contract (in the event of agreed advance payment, only after the time of your payment instruction).

(2) Insofar as we grant you full and sole administration rights on the servers provided within the scope of web hosting, you shall be solely and exclusively responsible for the administration and security of your server.

You shall be obligated to install the necessary security software, to constantly ascertain any security vulnerabilities that become known and to close them independently. The installation of maintenance programmes (or other software that we provide or recommend) do not release you from this obligation.

(3) Insofar as we provide programmes, you shall receive a non-exclusive right to use the programmes provided for the duration of the contract. You shall be obligated to comply with the respective licence conditions.

(4) You are also obligated to set up and manage your server in such a way that the security, integrity and availability of the networks, other servers, software and data of third parties are not endangered. In particular, you are prohibited from using the server for sending SPAM mails and (D)DoS attacks, or from operating open mail relays and other systems on the server through which SPAM mails and (D)DoS attacks can be spread. In the event of any violation, we reserve the right to disconnect the server from the network without prior notice and to terminate the contract without notice.

(5) You shall not be entitled to have the same IP address assigned to the server for the entire term of the contract. We reserve the right to change this in the event of any technical or legal necessity, and to allocate you a new IP address in this context.

(6) We reserve the right to adapt the hardware and software used for the rendering of services to the respective standards of state-of-the-art technology, and to inform you in good time of any additional requirements for the content stored by you on our servers that may result from this. We undertake to make any such adaptations only to an extent that is reasonable for you, and in consideration of your legitimate interests.

(7) We provide our services with an availability of 99% on a monthly average, unless a different availability is stated in the respective service offer. Downtimes due to regular or sporadic maintenance are included in this. This, however, excludes those times when the server cannot be reached due to technical or other issues beyond the scope of our control (force majeure, fault of third parties, etc.).

§ 6 Domain management

(1) When procuring and/or maintaining domains, we will only act as an intermediary between you and the registries. In this respect, we owe the preparation and transmission of a fully completed application for registration of the domains desired by you in accordance with the specifications of the respective registry (e.g. Denic eG). No guarantee can be given for the transfer, allocation or permanent existence of domains in your favour; the registration conditions of the respective registries apply in this context. You guarantee that the domain applied for by you (or otherwise already registered for you) does not infringe the rights of third parties. You are further obligated to notify us immediately of any loss of your domain.

(2) We are entitled to activate a domain only after payment of the agreed fees. Likewise, we may refuse to release the domain after termination of the contract until you have fulfilled all payment obligations towards us, pursuant to the contract.

(3) Should you fail to issue a clear instruction for the transfer or deletion of the domain upon termination of the contract, we may return the domain to the responsible registry or have it deleted after the end of the contract and the expiration of a reasonable period of time. The same shall apply if a release of the domain can be refused by us in accordance with paragraph 2 above.

§ 7 Further obligations on your part

(1) You must inform us immediately of any change in the data required for the performance of the contract. Passwords and other access data must be kept strictly confidential.

(2) You shall be obligated to design your domain and the contents accessible under it in such a way that excessive loading on our servers, e.g. by scripts requiring a high computing power or the use of an above-average amount of main memory, is avoided. We are entitled to exclude Internet pages or servers that do not meet the above requirements from access by you or by third parties. You will be informed of any such measure without delay.

(3) You guarantee that your domains and the contents accessible under them do not violate legal regulations or the principles of good moral behaviour, and do not infringe the rights of third parties. This applies, in particular, to the legal regulations on provider identification, copyright, trademark, personal and other property rights, distance selling legislation, competition law, criminal law and data protection law. We shall not be obligated to check your domains and the contents accessible under them for possible infringements of the law. Once we have identified any legal violations or inadmissible content, we shall be entitled to block the content and render the domain in question inaccessible. You will be notified of such measures without delay. You shall indemnify us against all claims arising from a breach of the above obligations for which you are responsible. This shall also apply to the costs of our necessary legal defence – including all court and legal representation fees.

(4) Unless otherwise stated in the respective offer, you must make backup copies of all data that you transfer to our servers on separate data carriers yourself. We shall not be responsible for the creation of backup copies. In the event of any data loss, you shall transfer the relevant data files to our servers again free of charge.

(5) Insofar as a certain data transfer volume (traffic) has been agreed, you shall be obligated to ensure that this traffic is not exceeded. The traffic is generally to be treated as "fair use".

§ 8 Contract term, termination

(1) The subscription contract concluded between you and us has an indefinite term. The payment is made by you in advance for the billing period you request ("prepaid period"). If no further advance payment is made by the end of the respective prepaid period, the contract ends at the end of the prepaid period; an additional termination by you is not required.

(2) The contract may be terminated by either party with one month's notice to the end of the month (unless otherwise stipulated in the respective offer). In this case, any services already provided by you in advance will be refunded immediately.

(3) The right of each party to terminate the contract without notice for good cause shall remain unaffected. In particular, we have an extraordinary right of termination in the event of repeated violations of your obligations under these General Terms and Conditions. In the event of an extraordinary termination by us, you are obliged to pay compensation.

(4) Any notice of termination must be declared and transmitted either in text form (e.g. e-mail) or via the cancellation button integrated on our Internet presence ("Cancel contracts here" or similar designation).

§ 9 Special agreements related to the offered payment methods

(1) Payment via "PayPal" / "PayPal Checkout"

If you select a payment method offered via "PayPal" / "PayPal Checkout", the payment will be processed via the payment service provider PayPal (Europe) S.à.r.l. et Cie, S.C.A. (22-24 Boulevard Royal L-2449, Luxembourg; "PayPal"). The individual payment methods via "PayPal" will be displayed to you under a correspondingly designated button on our Internet presence as well as in the online ordering process. "PayPal" may use other payment services for payment processing; if special payment conditions apply, you will be informed of these separately. You can find more information on "PayPal" at <https://www.paypal.com/de/webapps/mpp/ua/legalhub-full>.

(2) Payment via "Stripe"

If you select a payment method offered via "Stripe", the payment will be processed via the payment service provider Stripe Payments Europe Limited (1 Grand Canal Street Lower, Grand Canal Dock, Dublin, D02 H210, Ireland; "Stripe"). The individual payment methods via "Stripe" will be displayed to you under a correspondingly designated button on our Internet presence as well as in the online ordering process. "Stripe" may use other payment services for payment processing; if special payment conditions apply, you will be informed of these separately. You can find more information on "Stripe" at <https://stripe.com/de>.

§ 10 Right of retention

You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

§ 11 Choice of law

(1) German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

(2) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

II. Customer information

1. Identity of the seller

Tom Klein
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Germany
Telephone: +498004368000
E-Mail: support@gentlent.com

Alternative dispute resolution:

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <https://ec.europa.eu/odr>.

We are neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards.

2. Information regarding the conclusion of the contract

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

3. Contractual language, saving the text of the contract

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, via the online - shopping cart system the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

4. Main features of the product or service

The key features of the goods and/or services can be found in the respective quote.

5. Prices and payment arrangements

5.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

5.2 Any costs incurred for money transfer (transfer fees or exchange rate fees of credit institutions) shall be borne by you in all the cases where the service is rendered in an EU member state, however the payment has been initiated outside the European Union.

5.3 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

5.4 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

5.5 With the contract confirmation or with the beginning of each additional billing period, you shall receive an invoice from us by email for the fees incurred.

6. Statutory warranty right

The statutory warranty rights are applicable.

7. Contract duration / cancellation

Information on the contract term and the terms and conditions of termination can be found in the section "Contract term / Termination of subscription contracts" in our General Terms and Conditions of Business (Part I), and in the individual quotation.

These SBTs and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website: <https://www.haendlerbund.de/de/leistungen/rechtssicherheit/agb-service>.

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