

General Terms and Conditions

§ 1 Application of the General Terms and Conditions

(1) The General Terms and Conditions accepted by both contracting parties govern the terms and conditions between KraLos GmbH, represented by Mr. Carsten Klein and Mr. Christian Greiwe, Worthstr. 21, 31303 Burgdorf, hereinafter referred to as "KraLos," and the customer, hereinafter referred to as the "Customer," as a service contract within the meaning of §§ 611 et seq. of the German Civil Code (BGB), unless otherwise agreed in writing between the contracting parties.

(2) KraLos offers various services in the rental of SaaS (Cybersecurity), IT services including network installation, hardware sales, website creation/management, web hosting, and subcontractor or technician work.

(3) The subject of the contract is the provision of an agreed service (service contract) and not the achievement of a specific success (no work contract). The commissioned services are considered to have been provided when the necessary services have been performed and any questions that may arise have been addressed. In their own interest, the Customer undertakes to provide all relevant information truthfully and completely.

(4) These General Terms and Conditions apply to companies within the meaning of § 14 of the German Civil Code (BGB) and to consumers within the meaning of § 13 of the German Civil Code (BGB).

(5) These terms and conditions apply to all current and future business relationships between KraLos and the Customer.

(6) Deviating, conflicting, or supplementary general terms and conditions shall not become part of the contract, even if KraLos is aware of them, unless their validity is expressly agreed to in writing by KraLos.

§ 2 Conclusion of the Contract

(1) First, a consultation takes place with the Customer on-site. Afterward, the Customer commissions KraLos. A price is quoted to the Customer in the offer by KraLos. KraLos accepts the Customer's order, and the Customer receives the order confirmation.

(2) The contract is only concluded when KraLos confirms the Customer's booking. The Customer's booking is binding. With the booking confirmation, the Customer will again be informed of the payment terms and services provided by KraLos.

(3) KraLos is entitled to reject a service contract without giving reasons, for example, if KraLos, due to its specialization or legal reasons, cannot or is not allowed to provide the service, or if there are reasons that could put it in a conflict of conscience. In this case, KraLos's entitlement to compensation for services rendered up to the rejection of the service remains unaffected.

§ 3 Content of the Service Contract

(1) KraLos provides its services to the Customer by applying its knowledge and skills in the aforementioned areas. KraLos provides the Customer with the agreed-upon software for use within the framework of a Software-as-a-Service contract (SaaS contract). The software is the property of KraLos and is not sold but only rented.

(2) KraLos will provide the Customer with the necessary access data for accessing and using the service.

(3) The Customer undertakes to use the informational materials, reports, and analyses created by KraLos within the framework of the service only for their own purposes. The Customer is granted exclusive and non-transferable rights of use.

(4) All documents from KraLos are protected by copyright. This applies to content on the KraLos website and other documents. The Customer is not entitled to reproduce, distribute, or publicly reproduce such documents. The Customer is also not entitled to make image, film, or audio recordings of the service methods without explicit permission from KraLos.

(5) Insofar as software is included in the scope of delivery, the Customer is granted a non-exclusive and non-transferable right to use the delivered software, including its documentation. It is provided solely for use on the designated delivery item. Use, reproduction, modification, translation of the software, as well as conversion of the object code into source code for other purposes, is prohibited.

§ 4 Performance of the Service

(1) The service is based on cooperation. The Customer is responsible for providing a correctly stated email address and regularly checking their emails.

(2) KraLos is entitled to postpone the execution of a service if there is an impediment, such as turmoil, strike, lockout, natural disasters, adverse weather conditions, traffic obstructions, or illness, that prevents KraLos or a third party engaged by KraLos from performing the service at the agreed-upon time without KraLos's own fault. In this case, the Customer has no claim for damages.

(3) The depiction and description of the service on the KraLos website are for illustrative purposes only and are approximate. No guarantee is provided for complete compliance.

(4) KraLos is entitled to make adjustments to the content or process of the service for technical reasons, for example, if there is a need for an update or further development of the service content, provided that this does not result in a substantial change to the service content and the change is reasonable for the Customer.

(5) KraLos provides the Customer with the agreed-upon software in the current version and ensures the maintenance and care of the software. KraLos is entitled to update and expand the software at any time to improve its performance or adapt to market needs.

(6) The Customer is obliged to use the software exclusively for its own operational purposes and to comply with the contractual provisions. The Customer is not authorized to modify or decompile the software. The Customer undertakes not to use any data or content that violates applicable law or infringes upon the rights of third parties.

(7) KraLos is not obliged to carry out the service itself. It is entitled, at its discretion, to delegate the execution of the service to third parties, such as subcontractors.

§ 5 Payment

(1) Payment must be made directly by the Customer to KraLos upon receipt of the invoice. Payment is due upon receipt of the invoice by email. The payment deadline is 7 days from the date of invoicing. Payment can be made using the payment methods specified in the invoice.

(2) The Customer is in default without further declarations from the Seller if they have not paid 7 days after delivery.

(3) All prices on the KraLos website are listed as net prices.

§ 6 Intellectual Property Rights of KraLos and Third Parties

(1) All rights to the results of the service related to KraLos's activities for the Customer, especially all copyright usage rights, all design rights, all trademark and trademark rights, as well as other intellectual property rights (including all development stages), are exclusively and unrestrictedly owned by KraLos.

(2) The Customer hereby transfers to KraLos the exclusive, temporal, spatial, and content-unrestricted usage rights at the time of the creation of the results.

(3) KraLos permanently retains the rights to its logo and brand. The brand and logo of KraLos may not be used by the Customer without KraLos's consent.

(4) If third-party rights are infringed by the proper use of the work results created by KraLos, the Customer will indemnify KraLos from legally established claims by third parties based on existing third-party rights, to the extent that the work results are based on specifications or contributions from the Customer. The Customer will promptly inform KraLos in writing of any claims asserted.

§ 7 Confidentiality

(1) The parties shall treat all business secrets and other information marked as confidential by the respective other party (hereinafter referred to as "confidential information") as confidential. The receiving party ("recipient") shall treat the confidential information with the same care as its own confidential information of the same sensitivity, at least with the care of a prudent merchant.

(2) The use of confidential information is limited to use in connection with this agreement. Disclosure of confidential information to third parties is not permitted without the prior consent of the disclosing party. Consents require written form. Affiliated companies of the parties and advisors who are legally bound to confidentiality by law are not considered third parties within the meaning of this paragraph.

(3) To the extent that applicable legal obligations require, the recipient is also authorized to disclose and transmit confidential information. If legally permissible, the recipient will inform the disclosing party of the disclosure of confidential information.

(4) The parties shall impose a confidentiality obligation on their employees or third parties to whom they disclose confidential information within the framework of the respective subcontractor and employment relationships, with the provision that the obligation of confidentiality continues beyond the end of the respective subcontractor or employment relationship, unless there is already a corresponding general obligation to maintain confidentiality.

(5) Excluded from the obligation of confidentiality are information that:

a) were already generally known at the time of contract conclusion or subsequently became generally known without violating the confidentiality obligations contained in this contract;

b) the recipient developed independently of this contract; or

c) the recipient received from third parties or from the disclosing party outside of this contract without a confidentiality obligation.

The party invoking the exception bears the burden of proving the existence of the exceptions mentioned in this paragraph.

(6) Upon termination of this contract, the parties shall, at the request of the respective other party, surrender or delete confidential information in their possession. This excludes confidential information for which a longer legal retention obligation exists, as well as data backups as part of standard backup processes.

(7) KraLos is entitled to use experience-based knowledge, such as ideas, concepts, methods, and know-how, that is developed or disclosed in the course of contract performance and stored in the memory of the persons involved in service provision. This does not apply to the extent that this violates the industrial property rights or copyrights of the Customer. The obligation to maintain confidentiality remains unaffected.

§ 8 Duration and Termination

- (1) The contract is concluded for the duration specified in the respective contract. If it concerns the one-time provision of a service, this is noted in the contract, and the following paragraphs of § 8 do not apply.
- (2) The contract duration is extended by one month each, unless otherwise agreed between the provider and the customer, if the customer is a consumer. For entrepreneurs, the contractual relationship is always extended by the original duration.
- (3) If the contract is not terminated by one month before the end of the respective duration, it is always extended by one more month, if the customer is a consumer. For entrepreneurs, the contractual relationship is always extended by the original duration.
- (4) After the regular term, the notice period is one month until the end of each calendar month for consumers and one month until the end of the extended term for entrepreneurs. The termination must also be in writing.
- (5) The right to terminate without notice and for extraordinary reasons remains unaffected. An extraordinary termination right on the part of KraLos exists, in particular, if the customer is in default with payments more than twice, if the customer intentionally violates provisions of these terms and conditions and/or commits prohibited actions intentionally or negligently, or if the trust relationship is significantly disturbed.
- (6) In the event of early termination by the customer for important reasons, KraLos's claim for remuneration remains unaffected. The burden of proof remains with the customer to demonstrate that no damage has occurred or that significantly lower damage has occurred.

§ 9 Liability and Warranty

- (1) We are liable to you in all cases of contractual and non-contractual liability for intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.
- (2) In all other cases, we shall be liable - except as regulated in paragraph 3 - only for breaches of a contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the customer can regularly rely (so-called cardinal obligation), limited to the replacement of foreseeable and typical damage. In all other cases, our liability is excluded, subject to the regulation in paragraph 3.
- (3) Our liability for damages arising from injury to life, body, or health and under the Product Liability Act remains unaffected by the above liability limitations and exclusions.
- (4) We do our best to protect our customers against cybercrime. Unfortunately, this cannot always be prevented. For damages incurred by customers due to such cybercrime, the liability exclusion of paragraphs 1 - 3 also applies, with the exceptions mentioned.

§ 10 Data Protection

(1) The customer expressly agrees to the electronic processing of their personal data within the framework of the following regulations. Customer data is treated as strictly confidential. The data provided by the customer is used exclusively for the proper execution of the service. Data will not be passed on to third parties.

(2) The separate data protection regulations on our website at the following link apply:

<https://kralos.eu/datenschutz/>

§ 11 Right of Withdrawal

(1) If the customer is a consumer, with regard to the right of withdrawal, we refer to the separate revocation policy at <https://kralos.eu/widerruf/>

(2) If the customer is a company, the right of withdrawal is excluded.

§ 12 European Dispute Resolution

(1) We refer to online dispute resolution in accordance with Article 14 (1) ODR Regulation: The European Commission provides a platform for online dispute resolution (OS) that can be found at <https://ec.europa.eu/consumers/odr> . Here, you can enter into alternative dispute resolution for consumer disputes arising from online contracts.

(2) We are not willing or obliged to participate in a dispute resolution procedure before a consumer arbitration board.

§ 13 Final Provisions

(1) Should individual provisions of the respective service agreement be invalid or void, this does not affect the effectiveness of the service agreement as a whole. The invalid or void provision shall be replaced by a provision that comes closest to the purpose of the contract or the intention of the parties through free interpretation.

(2) The law of the Federal Republic of Germany applies.

(3) Changes and additions to the service agreement require written form for their effectiveness. Oral side agreements do not exist.

(4) If the customer is a merchant, the place of jurisdiction for all disputes arising from the contractual relationship is the registered office of KraLos. Otherwise, the statutory regulations apply.