General Terms and Conditions (GTC) of idea MEDIA Services GmbH (iM Group)

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Contracting party and definition

The contracting party under these General Terms and Conditions is currently:

idea MEDIA Services GmbH
Dorfstr. 29b
15713 Königs Wusterhausen
Germany

represented by its management.

In business dealings, idea MEDIA Services GmbH operates under the brand "iM Group" and is hereinafter uniformly referred to as "iM Group" in these General Terms and Conditions.

Where the designation "iM Group" is used in these General Terms and Conditions, it refers exclusively to the company designated as the contracting party in this section.

The company expressly designated as the contracting party in this section is decisive for all rights and obligations arising from these General Terms and Conditions.

Should another company or enterprise act as contracting party under the "iM Group" brand in future, that company may be designated in this section in place of the aforementioned company.

Upon effective incorporation of the respective version of these General Terms and Conditions, the company designated in this section shall be deemed "iM Group" for all subsequent provisions of these GTC, without the designation having to be adjusted again in the individual provisions.

The use of the designation "iM Group" merely constitutes a uniform designation of the respective contracting party within these General Terms and Conditions and does not establish any independent legal personality of the brand.

Other companies or enterprises that also operate under the "iM Group" brand do not become contracting parties solely through the shared use of the brand and are not liable for obligations of the company designated in this section, unless expressly agreed otherwise or statutory liability exists.

Individual contractual documents, in particular offers and order confirmations, may additionally name the respective contracting party expressly.

PART A – General provisions

1. Scope

These General Terms and Conditions apply to all business relationships between iM Group (hereinafter "Contractor") and its customers (hereinafter "Client").

The services of iM Group may include in particular:

- media and marketing services,
- IT and digital services,
- web design, graphic design and online services,
- consulting and service work,
- craft services, assembly, construction and installation work,

- technical services, repairs and maintenance,
- and other services within the scope of its business activities.

These GTC apply to all offers, contracts, orders and services unless something different has been expressly agreed in the individual case.

Deviating or conflicting terms and conditions of the Client do not become part of the contract unless iM Group has expressly agreed to their validity.

The special provisions of the following parts of these GTC apply additionally to the service areas designated therein.

Where special provisions exist for certain services, these supplement the general provisions of this part. In the event of a conflict, the more specific provision takes precedence.

2. Conclusion of contract

Offers from iM Group are generally subject to change and non-binding unless they are expressly designated as binding or contain a binding acceptance period.

An order or commission by the Client generally constitutes an offer to conclude a contract.

The contract is concluded when iM Group expressly confirms the order or begins performing the agreed services.

If an offer from iM Group expressly contains a binding acceptance period or is expressly designated as binding, the contract is concluded upon timely acceptance of the offer by the Client.

An order may be placed in particular in writing, in text form, by email, by telephone, orally or in any other clearly recognisable manner.

Orders placed orally or by telephone may subsequently be confirmed by iM Group in text form for evidence and documentation purposes.

These GTC become part of the contract if they are made available to the Client before or at the time of conclusion of the contract and the Client has been informed of their validity.

If these GTC are transmitted together with an offer, an order confirmation or other contractual documents, they are intended as the contractual terms for the respective order.

Individual agreements between the parties take precedence over these GTC.

The specific scope of services results in particular from the offer, the order confirmation, a service description or other individual agreements.

Changes, extensions or additions requested after conclusion of the contract that affect the scope of services, price, dates or other contractual terms require a separate agreement.

3. General scope of services

The nature and scope of the services owed result from the respective offer, the service description, the order confirmation and any individual agreements.

Only those services are owed that have been expressly agreed or that, according to the nature and purpose of the order, are recognisably a necessary component of the agreed main service.

Services that have not been agreed and are not strictly necessary for the agreed main service are not part of the original scope of services.

The services of iM Group may include in particular:

- media and marketing services,
- IT and digital services,

- web design, graphic and online services,
- consulting and service work,
- craft services, assembly, construction and installation work,
- technical services, repairs and maintenance,
- and other comparable services.

In the event of contradictions between different contractual documents, individual agreements and the more specific provision take precedence.

Changes, extensions or additions requested by the Client after conclusion of the contract are generally deemed additional services and may be remunerated separately.

This applies in particular to:

- additional services,
- changed requirements,
- new technical or design specifications,
- changes to work already planned or carried out,
- repeated processing,
- and changes to information, data or specifications.

Such changes may affect the price, execution time, material requirements, technical implementation and project planning.

The one-off performance of an additional or supporting activity does not give rise to any claim that corresponding services will be provided permanently or free of charge in future.

iM Group is entitled to make objectively necessary changes to the manner in which services are provided if these become necessary in particular due to technical developments, legal changes, manufacturer requirements, third-party requirements or comparable objective circumstances, and the purpose of the contract is not significantly impaired as a result.

If this results in considerable additional costs, the Client will be informed. If an additional order or approval is required for this, further execution will take place after corresponding coordination.

Services are provided on the basis of the information, data, specifications and other materials provided by the Client.

If these are incomplete, incorrect or subsequently changed and this results in additional work, this may be charged separately in accordance with the agreements made or the current price list of iM Group.

The special provisions of the further parts of these GTC apply additionally.

4. Prices

All prices are exclusive of the applicable statutory value added tax unless expressly stated otherwise. Mandatory statutory provisions on stating total prices to consumers remain unaffected.

Services may be invoiced in particular as:

- a fixed price,
- an hourly or daily rate,
- material and labour costs,
- project-related remuneration,
- or on the basis of the current price list of iM Group.

Fixed prices apply exclusively to the expressly agreed scope of services.

Changes, extensions, additional services, supplements and other additional work are not covered by an agreed fixed price unless expressly agreed otherwise.

Where no individual price or fixed price has been agreed for a service, invoicing is based on the price list of iM Group valid at the time of the order or performance of the service.

iM Group is entitled to adjust its price list during an ongoing contractual or project relationship for future services, insofar as no binding fixed price has yet been agreed for these services.

Price changes do not have a retroactive effect on services already fully performed or on fixed-price services already bindingly agreed.

Additional services, changes, supplements, extra work, additionally required materials and other services not bound to a fixed price that are newly commissioned after a price change are charged according to the price list valid at that time.

Insofar as a change to the price list is relevant for upcoming services or services yet to be commissioned, the Client will be informed of this.

Travel time and travel costs are generally charged additionally and invoiced as part of the respective main invoice.

This also applies if travel time or travel costs were not expressly listed separately, quantified or mentioned in the offer, cost estimate, order confirmation or other contractual documents.

Travel time and travel costs are calculated according to the price list of iM Group valid at the time the service is performed, unless expressly agreed otherwise.

For time-based invoicing, the hourly, daily and billing rates and billing units agreed or applicable according to the current price list apply.

Additionally required materials, transport, shipping, disposal, procurement, third-party and other ancillary costs may be charged separately insofar as these are not expressly included in the agreed price.

Additional surcharges may be charged for assignments outside regular business hours.

This applies in particular to:

- emergency services,
- weekend work,
- public holiday assignments,
- evening and night work.

Unless individually agreed otherwise, the amount of the respective surcharges is based on the current price list of iM Group.

5. Terms of payment

Invoices from iM Group are generally due for payment immediately upon receipt and without deduction, unless expressly agreed otherwise.

iM Group generally grants the Client a courtesy or grace period of seven calendar days from receipt of the invoice.

This does not change the immediate maturity of the claim. However, within these seven calendar days iM Group will generally not send a first reminder, unless special circumstances require earlier enforcement.

The timeliness of payment is generally determined by the full receipt of the invoice amount in the account specified by iM Group or at the otherwise designated paying agent, insofar as legally permissible.

For larger or longer-running projects, increased material requirements, third-party services or considerable pre-

financing requirements, iM Group is entitled to demand reasonable instalment or advance payments.

The due date of such payments is determined by the respective invoice, payment request or individual agreement.

If the Client is in default of payment, iM Group is entitled, to the extent legally permissible and proportionate, to withhold or temporarily suspend further work and services.

Delays caused by this lead to a reasonable postponement of the affected performance and completion dates.

After full settlement of payment, services will be resumed at the next possible date, taking into account the operational, personnel and organisational capacities of iM Group.

There is no entitlement to immediate resumption of work.

In the event of default in payment, the statutory default interest and other statutory consequences of default apply.

Reasonable reminder fees may be charged for necessary reminders in accordance with the expense actually incurred and, insofar as legally permissible, according to the current price list of iM Group.

Returned direct debits, failed payments or comparable payment transactions caused by the Client may be charged at the costs actually incurred and legally reimbursable.

If a claim is still wholly or partially outstanding even after a second reminder, the claim may generally be handed over without further reminder to a debt collection agency, a lawyer or another service provider for legal enforcement.

This may result in further costs.

Insofar as the Client is in default and the statutory requirements for reimbursement of costs are met, the Client shall bear the necessary and legally reimbursable costs of legal enforcement.

These may include in particular:

- debt collection costs,
- legal fees,
- default interest,
- court costs,
- and other legally reimbursable costs.

Further statutory claims remain unaffected.

6. Dates, deadlines, other trades and weather-dependent execution

Delivery, execution, completion and other performance dates as well as project periods, project phases and execution weeks are only binding if they have been expressly agreed as binding.

Agreed periods, phases, execution weeks and start dates presuppose that all prerequisites necessary for performance are met in good time.

These include in particular:

- the complete completion of required preceding trades,
- the clearing and release of the work area by other trades,
- unrestricted access to the place of performance,
- required documents, approvals, data, materials and information,
- necessary access and access credentials,
- required cooperation by the Client,
- agreed advance or instalment payments,
- necessary permits,

- and technical, structural, weather-related and organisational prerequisites.

6.1 Delay in the start of performance

If iM Group cannot begin performance at the intended time for reasons for which it is not responsible, the start of performance is postponed accordingly.

This applies in particular if:

- required preceding trades have not been completed,
- the work area is not available or has not been released,
- prerequisites on the part of the Client are missing,
- or other reasons outside the area of responsibility of iM Group stand in the way.

All execution, interim, project and completion dates dependent on this are postponed appropriately.

The originally planned execution period does not remain unchanged merely because the service becomes technically possible again at a later date.

6.2 Rescheduling in the event of delays

If an execution period scheduled for the order is lost due to a delay for which iM Group is not responsible, iM Group is entitled to use the originally planned personnel, technical and organisational capacities elsewhere.

iM Group is not obliged to begin or continue the work immediately after the reason for the delay ceases to exist if the originally planned capacities have meanwhile been committed elsewhere.

Work will be resumed at the next available date, taking into account operational, personnel, technical and scheduling capacities.

iM Group is not obliged to interrupt or postpone other projects already begun or bindingly scheduled.

There is no entitlement to specific employees, equipment, capacities or the originally planned execution period.

The originally planned project phases and deadlines are postponed accordingly insofar as compliance with them is no longer possible or reasonable due to the delay.

Where possible, iM Group will inform the Client of significant foreseeable postponements or a new execution period.

6.3 No obligation to work in parallel with other trades

iM Group is generally not obliged to perform its services simultaneously or in parallel with other trades, companies or other persons within the same work, assembly, construction or property area.

Services are generally only performed once the preceding trades relevant to the activity of iM Group have been fully completed and the required work area is available.

In particular, the work area must be freely accessible and usable without avoidable obstructions.

This provision serves in particular:

- to avoid mutual obstruction,
- an orderly and plannable workflow,
- compliance with its own deadlines and quality requirements,
- the avoidance of damage,
- occupational safety,
- and a clear allocation of areas of responsibility.

iM Group is not obliged to change its working methods, personnel planning, sequence or other project planning in

order to enable services to be performed in parallel with other trades.

Even if individual work would be technically possible in part before other trades are completed, there is no obligation to begin or continue the service as long as other trades are active in the relevant work area and this may result in obstructions, waiting times, delays, safety risks, damage, impairments of quality or other disruptions.

In these cases, the provisions of sections 6.1 and 6.2 apply accordingly.

6.4 Other delays for which iM Group is not responsible

In the event of delays outside the area of responsibility of iM Group, the affected dates and deadlines are postponed appropriately.

This applies in particular in the event of:

- force majeure,
- material or supply shortages,
- delays by suppliers,
- failures of service providers,
- technical faults,
- power failures,
- telecommunications or network failures,
- official measures,
- strikes,
- weather-related restrictions,
- missing or late cooperation by the Client,
- and delays by other trades or project participants.

6.5 Weather and temperature conditions

Outdoor work and work in unheated or insufficiently tempered indoor areas is only carried out under suitable conditions.

For outdoor work and work in unheated or insufficiently tempered indoor areas, special conditions apply at temperatures below 10 °C if the expected uninterrupted working time exceeds 30 minutes.

The temperature limit serves in particular:

- to protect the health of the employees deployed,
- to avoid health impairments caused by prolonged exposure to cold,
- to protect tools, equipment, machines and technical components,
- the proper storage and processing of materials,
- the proper execution of technical work processes,
- and compliance with material, manufacturer and processing specifications.

The decisive factor is generally the temperature actually prevailing in the respective work and surrounding area and not exclusively the natural outdoor temperature.

6.6 Natural or technically produced minimum temperature

Longer work can be carried out or continued if a temperature of more than 10 °C is reached in the relevant work area and sufficiently maintained during the execution of the work.

The required temperature can be achieved in particular by:

- suitable natural outdoor temperatures,

- heated indoor rooms,
- enclosed or shielded work areas,
- heated work, protective or assembly tents,
- or other suitable technical measures.

If a suitable working environment is produced technically, it is not necessary for the natural outdoor temperature to also be above 10 °C.

The decisive factor is that a safe, professional working environment suitable for personnel, equipment, materials and work processes actually exists.

Heated or enclosed work areas must meet the necessary safety, fire protection, ventilation and technical requirements.

6.7 Start of work at natural outdoor temperature

If the work area is not technically heated or enclosed, longer outdoor work generally only begins when the outdoor temperature is above 10 °C at 09:00 on each of three consecutive days.

For work in unheated or insufficiently heated indoor rooms, the actual temperature of the relevant indoor or work area is decisive instead of the outdoor temperature.

6.8 Interruption of ongoing work

If, during longer outdoor work, the outdoor temperature falls below 10 °C at 09:00 on more than two consecutive days and there is no suitable technically produced working environment, iM Group is entitled to suspend the work due to the weather.

The same applies to unheated or insufficiently tempered indoor areas if the required minimum temperature cannot be maintained there.

This applies in particular if safe or professional execution of work, the health protection of employees, the functionality of equipment and materials or the required work process may be impaired.

6.9 Resumption of work

Work can be resumed as soon as suitable temperature and working conditions exist again in the relevant work area.

This may be the case in particular if:

- the natural outdoor temperature is above 10 °C at 09:00 on each of three consecutive days,
- an indoor room is permanently tempered to more than 10 °C,
- or a temperature of more than 10 °C is maintained in the relevant work area by means of a suitable tent, enclosure, heating or comparable technical measures.

Resumption does not depend exclusively on the natural outdoor temperature.

Work can be continued provided no other technical, material-related, safety-related or manufacturer specifications stand in the way.

6.10 Short-term work of up to 30 minutes

Short interim, testing, connection, inspection, adjustment, finishing or other ancillary work with an expected uninterrupted working time of no more than 30 minutes can generally also be carried out at temperatures below 10 °C.

This applies both to outdoor areas and to unheated or insufficiently tempered indoor areas, provided that:

- adjacent or relevant indoor areas are tempered to more than 10 °C,

- the employees deployed can stay in a tempered area before and after the activity,
- the work can be carried out safely and professionally despite the temperature,
- and no manufacturer, material, safety or technical specifications stand in the way.

There is no entitlement to artificially divide longer work into individual work sections of no more than 30 minutes each.

The assessment is based on the duration, the type of activity and the technical and occupational safety requirements.

6.11 Stricter technical, material or manufacturer specifications

If materials, equipment, tools, machines, technical processes or manufacturer specifications require temperatures above 10 °C or other stricter environmental conditions, these stricter requirements apply.

This may concern in particular requirements for:

- substrate temperatures,
- material temperatures,
- air humidity,
- dew point and condensation prevention,
- drying and curing times,
- ventilation,
- and weather and moisture protection.

Reaching a temperature of more than 10 °C therefore does not give rise to any entitlement to an activity being carried out if other technical, safety-related, material-related or manufacturer requirements are not met.

6.12 Effects of weather-related interruptions

Interruptions caused by weather, temperature or environmental conditions for which iM Group is not responsible lead to a reasonable postponement of the affected dates and deadlines.

There is no entitlement to immediate resumption of work if the originally planned capacities have meanwhile been deployed elsewhere.

Work will be resumed at the next available date.

6.13 Liability for postponements

For postponements, interruptions or delays outside the area of responsibility of iM Group, claims for damages, contractual penalties or other claims only exist to the extent mandatory by law.

Otherwise, the liability provisions of these GTC apply.

7. Client's duties to cooperate

The Client is obliged to perform all acts of cooperation necessary for the proper and timely execution of the order in good time and in full.

7.1 Preparation of and access to the work area

The Client must ensure that:

- required rooms and work areas are accessible,
- access and transport routes are clear,
- avoidable obstacles have been removed,
- required preceding trades have been completed,

- and the performance of services is not avoidably obstructed.

7.2 Preceding trades and other trades

The Client must ensure that all work by other trades or parties on whose completion the service of iM Group depends is completed in good time, in full and professionally.

This applies in particular if such work is coordinated by the Client, a site manager, a general contractor or other persons engaged by the Client.

iM Group is not obliged to compensate for delays or deficiencies of other trades through its own additional services.

Section 6 of these GTC applies additionally.

7.3 Technical and infrastructural prerequisites

Insofar as necessary for the specific service, the Client must provide suitable technical and infrastructural prerequisites.

These may include in particular:

- electricity,
- construction power,
- water,
- construction water,
- network and internet connections,
- other technical connections,
- suitable work surfaces,
- and required lifting, access or other technical equipment.

7.4 Permits and approvals

Unless iM Group has been expressly commissioned to obtain them, the Client must obtain all permits, consents and approvals required for the service in good time.

This concerns in particular:

- owner or landlord consents,
- official permits,
- approvals from property management,
- security and access approvals,
- and comparable permits.

7.5 Contact person and decision-making authority

The Client may name a project contact person or other contact person.

iM Group may generally assume that persons expressly named or recognisably entrusted with project coordination are authorised to make project-related decisions and approvals to the extent necessary, unless iM Group is aware of anything to the contrary.

7.6 Review and approval

Drafts, concepts, plans, drawings, technical data, layouts, texts, program versions, configurations, samples or other documents to be reviewed by the Client must be reviewed and approved within a reasonable period.

Delays due to late reviews or approvals are governed by section 6 of these GTC.

7.7 Content, data and rights

If the Client provides texts, images, photographs, graphics, logos, trademarks, videos, software, files, data or other content, the Client is responsible for ensuring that these may be used lawfully.

This concerns in particular copyrights, trademark rights, personality rights, data protection rights and licence rights of third parties.

A comprehensive legal review of such content by iM Group is not owed unless this has been expressly commissioned or special circumstances make a review necessary.

7.8 Access credentials

Required access credentials must be made available to iM Group in a suitable and secure manner.

After completion of the work, the Client is generally responsible for changing, adjusting or blocking access credentials if this is necessary for security reasons, unless iM Group has been expressly commissioned with this task.

7.9 Waiting times and unsuccessful assignments

If waiting times, additional journeys, unsuccessful assignments or other additional work arise due to a circumstance for which the Client is responsible, this may be charged separately.

This applies in particular in the event of:

- lack of access,
- absence of contact persons,
- preceding trades not completed,
- work areas not prepared,
- lack of required electricity or construction power,
- lack of required water or construction water,
- missing documents, information or approvals,
- missing permits,
- or missing technical access.

In particular, waiting times, additional work, outward and return journeys, rescheduling, postponements, storage costs, material costs and third-party costs may be charged according to the current price list of iM Group.

7.10 Effects of lack of cooperation

Missing, late or incomplete cooperation by the Client leads to a reasonable postponement of the affected dates and deadlines.

iM Group is not obliged to keep originally planned capacities available permanently for this purpose.

Even after the required cooperation has been made up for, there is no entitlement to immediate continuation of the work.

Section 6 applies accordingly.

7.11 Additional costs

Additional work due to missing, late, incomplete or incorrect cooperation by the Client may be charged separately.

This includes in particular:

- working time,
- travel costs,

- waiting times,
- project management,
- rescheduling,
- set-up and preparation work,
- material and procurement costs,
- storage costs,
- third-party costs,
- and necessary repeat or rework.

Further statutory claims remain unaffected.

8. Use of subcontractors and third-party companies

iM Group is entitled to engage suitable subcontractors, specialist companies, freelancers or other third parties for the full or partial performance of its services.

The selection may be made in particular according to professional, technical, organisational, scheduling, capacity-related or economic criteria.

The Client has no entitlement to services being provided exclusively by iM Group's own employees or by specific persons, unless this has been expressly agreed.

Subcontractors or third-party companies may be engaged in particular if:

- special expertise is required,
- special technical services are needed,
- there are scheduling or capacity-related reasons,
- special trades are affected,
- legal or official requirements make this necessary,
- or other objective reasons exist.

The engagement of subcontractors or third-party companies generally does not change the agreed scope of services or the contractual responsibility of iM Group, unless expressly agreed otherwise.

Where personal data is concerned, the engagement takes place in compliance with the applicable data protection provisions.

Where necessary, corresponding data processing agreements or other agreements required under data protection law are concluded.

iM Group is entitled to provide the engaged companies with the project-related information, documents, data and access that are necessary for the proper performance of services and whose disclosure is legally permissible.

Where special qualifications, permits or authorisations are required for an activity, suitable companies or persons are engaged accordingly.

9. Materials, equipment, data and other items provided by the client

If the Client provides materials, equipment, parts, components, data, files, documents, software, access credentials or other items and services, the Client is generally responsible for their suitability, completeness and lawful usability.

9.1 Suitability and condition

The Client is responsible in particular for ensuring that items and materials provided are:

- suitable,

- functional,
- safe,
- complete,
- available in sufficient quantity,
- technically compatible,
- in accordance with specifications,
- and available in good time.

iM Group does not guarantee that materials or equipment selected or provided by the Client are optimally suited for the intended purpose, unless their selection or testing is expressly part of the order.

9.2 Inspection duties

A comprehensive inspection for hidden technical, legal or other defects is not owed unless expressly agreed or mandatory by law.

Significant problems that are recognisable or can be identified in the course of professional work will be communicated to the Client.

If the Client demands continued use despite a corresponding notice, iM Group may only follow this instruction insofar as execution remains justifiable from a legal, technical and safety perspective.

iM Group is not obliged to violate statutory provisions, safety requirements, manufacturer specifications or recognised technical rules.

9.3 Compatibility

The Client is generally responsible for the compatibility of the components provided by the Client.

This applies in particular to:

- hardware,
- networks,
- software,
- operating systems,
- file formats,
- interfaces,
- APIs,
- plugins,
- drivers,
- and other third-party systems.

If a compatibility check has been expressly commissioned, its scope is determined by the respective agreement.

Additional work due to incompatibilities that only become apparent later may be charged separately.

9.4 Data and files

Data and files provided by the Client must be complete, legible, usable, in the required format and, to the best of the Client's knowledge, free of malware.

Additional work due to incorrect, incomplete, unsuitable or illegible data may be charged separately.

Reconstruction, data recovery, conversion or other preparation is only owed if expressly agreed.

9.5 Rights to content provided

The Client warrants that it holds the rights necessary for contractual use of texts, images, logos, trademarks, videos, music, software, fonts, databases and other content provided.

A general legal review of this content by iM Group is not owed.

Statutory claims remain unaffected.

Insofar as legally permissible, the Client indemnifies iM Group against justified third-party claims insofar as the infringement results from content provided for which the Client is responsible.

9.6 Additional work

Additional work due to unsuitable or defective materials, equipment, data or other components provided may be charged according to the current price list of iM Group.

This may include in particular:

- inspections,
- diagnosis,
- working time,
- adjustments,
- replacement procurement,
- additional material,
- reinstallation,
- repeat work,
- outward and return journeys,
- waiting times,
- changes of dates,
- rescheduling,
- and third-party services.

9.7 Effects on dates

Delays due to unsuitable, missing or late materials, data or equipment provided by the Client are governed by sections 6 and 7.

iM Group is not obliged to keep originally planned capacities available permanently or to continue the service immediately after the obstacle has been removed.

9.8 Safekeeping

iM Group treats items entrusted to it with the care required in the ordinary course of business.

Special safekeeping or insurance is only owed if expressly agreed.

Insofar as legally permissible, iM Group is not liable for damage resulting from pre-existing defects, normal wear and tear, inadequate packaging or transport protection, natural material properties or circumstances for which the Client is responsible.

The general liability provisions remain unaffected.

9.9 Return

Items of the Client that have not been installed or used will be returned at the Client's request.

Additional transport, packaging or return costs may be charged insofar as these are not already part of the agreed service.

10. Warranty and rights in respect of defects

The statutory provisions apply to defects in accordance with the type of the respective contract and the service owed, unless effectively agreed otherwise below.

This concerns in particular work services, sales, software, digital services, IT services, services and assembly and installation services.

Mandatory statutory rights, in particular consumer rights, remain unaffected.

10.1 Statutory rights in respect of defects

Subject to the statutory requirements, the Client may in particular be entitled to:

- supplementary performance,
- rectification,
- replacement delivery,
- price reduction,
- withdrawal,
- self-remedy, where provided for by law,
- damages,
- or reimbursement of futile expenses.

Insofar as legally permissible, iM Group must first be given the opportunity to examine the alleged defect and to provide supplementary performance.

10.2 Opportunity for examination and supplementary performance

The Client must give iM Group a reasonable opportunity to examine, analyse, reproduce and, where applicable, remedy the alleged defect.

Third parties should only be commissioned to remedy defects at the expense of iM Group after iM Group has been given the opportunity to provide supplementary performance, unless there is a statutory exception.

10.3 Description of faults and cooperation

The Client must describe an alleged defect as specifically as possible.

For IT and software services, this may include in particular:

- error messages,
- time of the error,
- devices affected,
- software versions used,
- steps to reproduce,
- screenshots,
- logs,
- and other technical information.

Where necessary, the Client must provide suitable access, access credentials, devices, test environments or other cooperation.

Section 7 applies additionally.

10.4 Changes by the Client or third parties

Claims for defects do not exist insofar as the error in question was caused after handover or acceptance by

changes made by the Client or third parties.

This may concern in particular:

- software,
- source code,
- websites,
- servers,
- hosting,
- network structures,
- technical installations,
- settings,
- plugins,
- or other system components.

This applies exclusively insofar as the respective change is the cause of the alleged error.

Changes that are not causal do not lead to the loss of statutory rights in respect of defects.

10.5 Third-party systems and services

Errors or restrictions of third-party providers generally do not constitute a defect in a service of iM Group insofar as the cause lies exclusively or predominantly outside its area of responsibility.

This may concern in particular:

- third-party software,
- operating systems,
- browsers,
- plugins,
- APIs,
- hosting or cloud providers,
- telecommunications providers,
- payment providers,
- app stores,
- databases,
- the Client's hardware,
- routers and networks,
- manufacturer updates,
- or changes to external platforms.

This does not apply insofar as defective integration or configuration by iM Group is the cause.

Subsequent changes by third-party providers that make adjustments necessary may be charged separately, insofar as there is no maintenance, update or other obligation on the part of iM Group.

10.6 Wear and external influences

Normal wear and tear, ageing and consumption of wearing parts generally do not constitute a defect.

This may concern in particular batteries, cables, moving parts and other wearing components.

The same applies to damage arising after handover due to:

- improper use,
- mechanical damage,
- moisture,
- overvoltage,
- power failures,
- improper cleaning,
- incorrect storage,
- use other than as intended,
- or interference by third parties,

insofar as the cause is not based on a defective service by iM Group.

10.7 Inspection without identifiable defect

If a reasonable inspection shows that there is no defect for which iM Group is responsible, the necessary diagnosis and inspection effort may be charged separately insofar as the Client could have recognised, or after a corresponding notice should have recognised, that the cause was likely to lie outside the area of responsibility of iM Group.

The statutory rights in respect of defects that actually exist remain unaffected.

10.8 Digital products and digital services

For digital products and digital services, the mandatory statutory requirements apply in particular with regard to:

- provision,
- conformity with the contract,
- functionality,
- compatibility,
- interoperability,
- integration,
- updates,
- security updates,
- and statutory remedies.

Special provisions of these GTC apply additionally.

10.9 Guarantees

A guarantee is only given if it is expressly designated as a "guarantee" and expressly promised with regard to content, scope and duration.

Product descriptions, advertising statements, technical information, forecasts or other information generally do not constitute an independent guarantee unless expressly declared.

Third-party manufacturer guarantees are governed by the terms of the respective manufacturer.

10.10 Economic and subjective results

A defect does not exist merely because an economic, advertising or subjective success expected by the Client does not materialise, unless such success has been expressly agreed as an owed characteristic.

This concerns in particular:

- turnover,

- profit,
- reach,
- visitor numbers,
- conversion rates,
- rankings,
- advertising results,
- social media results,
- user reactions,
- and other economic or subjective expectations.

In the case of creative services, a purely subjective deviation in taste generally does not constitute a defect if the agreed specifications and approvals have been complied with.

10.11 Distinction from additional services

Change requests, extensions, new functions, subsequent design changes, additional configurations or adjustments due to changes by third-party providers are generally not remedies of defects, insofar as the originally agreed service was performed in accordance with the contract.

Such services may be charged separately after prior agreement.

10.12 Mandatory law

Mandatory statutory provisions remain unaffected.

11. General liability

11.1 Unlimited liability

iM Group is liable without limitation in accordance with the statutory provisions:

- in the event of intent or gross negligence,
- for damage resulting from injury to life, body or health based on an intentional or negligent breach of duty by iM Group, its legal representatives or vicarious agents,
- in the event of fraudulent concealment of a defect,
- in the case of expressly assumed guarantees or procurement risks in accordance with their content,
- under the German Product Liability Act,
- and in other cases of mandatory statutory liability.

The following limitations of liability do not apply in these cases.

11.2 Slightly negligent breaches of duty

In the event of a slightly negligent breach of material contractual obligations, iM Group is only liable for the damage typical for the contract and foreseeable at the time the contract was concluded.

Material contractual obligations are those obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the Client may regularly rely.

In the event of a slightly negligent breach of non-material contractual obligations, liability is excluded insofar as legally permissible.

11.3 Indirect and consequential damage

Insofar as liability can be limited by law, iM Group is only liable for damage typical for the contract and foreseeable in the event of slight negligence.

Claims for:

- loss of profit,
- lost business opportunities,
- loss of production,
- loss of use,
- savings not achieved,
- indirect damage,
- or other atypical consequential damage

are excluded in the event of slight negligence, insofar as this damage is not to be regarded as a typical and foreseeable consequence of the breach of a material contractual obligation.

Section 11.1 remains unaffected.

11.4 Loss of data

Unless data backup is expressly part of the scope of services of iM Group, the Client is responsible for backing up its data appropriately and in accordance with the respective risk.

In the event of loss of data caused by slight negligence, the liability of iM Group is limited to the damage that would also have occurred with proper, risk-appropriate data backup.

This includes in particular the effort required to restore data from existing backup copies.

Section 11.1 remains unaffected.

If iM Group has been expressly commissioned with data backup, responsibility is determined by the agreed scope of services.

11.5 Third-party systems and services

iM Group is not liable for disruptions or damage that lie exclusively within the area of responsibility of third parties and for which it is not responsible.

This concerns in particular:

- telecommunications providers,
- hosting providers,
- cloud providers,
- domain providers,
- platform operators,
- payment providers,
- third-party software,
- operating systems,
- app stores,
- APIs,
- third-party hardware,
- energy suppliers,
- and comparable external systems or services.

This does not apply if iM Group has culpably breached a selection, integration, configuration or other duty incumbent upon it and this breach of duty was the cause of the damage.

11.6 Cyber attacks and IT security

Complete protection against cyber attacks, malware, security vulnerabilities or other IT security risks cannot be guaranteed.

iM Group is not liable insofar as:

- the agreed and necessary security measures have been implemented professionally,
- there is no breach of duty by iM Group,
- and the security incident was caused outside its area of responsibility.

If iM Group has been expressly commissioned with security surveillance, monitoring, backup or other special security services, its responsibility is determined by the respective scope of services and the statutory provisions.

11.7 Force majeure and events outside the area of responsibility

iM Group is not liable for delays or damage due to circumstances that lie outside its area of responsibility and for which it is not responsible.

These may include in particular:

- natural events,
- extreme weather conditions,
- fire,
- floods,
- war,
- official measures,
- strikes,
- supply chain disruptions,
- power failures,
- telecommunications failures,
- and comparable events.

Section 6 of these GTC applies additionally.

11.8 Contributory negligence of the Client

Contributory negligence of the Client must be taken into account in accordance with the statutory provisions.

This may exist in particular in the event of:

- missing or inadequate backups,
- failure to observe safety or operating instructions,
- improper use,
- changes by the Client or third parties,
- late cooperation,
- unsuitable materials provided,
- failure to carry out maintenance,
- required updates not installed,
- or continued use despite recognisable or communicated risks.

This only applies insofar as the respective circumstance was the cause of the damage incurred.

11.9 Mitigation of damage

The Client is obliged to contribute, within reasonable limits, to avoiding and limiting damage.

Identified disruptions, errors, security problems or other circumstances that may lead to further damage must be reported to iM Group as soon as possible.

11.10 Personal scope

Insofar as legally permissible, the above limitations of liability also apply in favour of the legal representatives, managing directors, employees, vicarious agents and subcontractors engaged by iM Group.

11.11 Economic results

iM Group is not liable merely because an economic, advertising or other business success that was not expressly guaranteed is not achieved.

Liability due to an actually defective service or other breach of duty remains unaffected.

11.12 Special liability provisions

Special liability provisions of the further parts of these GTC apply additionally.

Where a more specific provision exists for a particular service area, it takes precedence over the general provision in the event of an effective conflict.

11.13 Statutory limits

All exclusions and limitations of liability apply exclusively to the extent permitted by law.

Mandatory statutory rights, in particular those of consumers, remain unaffected.

PART B – Media, marketing, graphics, web design and creative services

12. Scope for media, marketing, graphics, web design and creative services

The following provisions of this part apply additionally to all services of iM Group in the fields of media, marketing, design, web design and other creative or conceptual services.

These may include in particular:

- graphic and communication design,
- logo and corporate design,
- layout and typesetting work,
- creation of print and advertising materials,
- web design and design of digital user interfaces,
- creation and editing of images, graphics, illustrations and other visual content,
- photo and video work,
- creation and editing of text, audio and multimedia content,
- content creation,
- social media content and social media design,
- marketing and advertising concepts,
- campaign and communication concepts,
- presentations and other digital or printed design products,
- creation of drafts, concepts, layouts, templates and design systems,

- and other comparable creative, design or conceptual services.

The general provisions of Part A of these GTC apply additionally.

Where a service additionally includes IT, software, hosting, domain, digital, assembly or technical services, the special parts of these GTC provided for this purpose also apply, insofar as they are applicable to the respective service component.

The nature and scope of the respective service result from the offer, the service description, the order confirmation or other individual agreements.

In the case of mixed services consisting of creative and technical components, the respective special provisions apply side by side.

Proprietary software products, apps, digital licence products and other software developed by iM Group do not fall under this part, but under Part C – IT, software and digital services.

13. Copyright and rights of use

Where works, drafts, designs, concepts, layouts, texts, graphics, photographs, videos, animations, presentations, website components, templates or other protectable work results protected by copyright or otherwise are created in the course of performing services, the copyrights and other rights not expressly granted generally remain with iM Group or the respective rights holder.

The Client only receives the rights of use that have been expressly agreed according to the nature, scope and purpose of the respective order.

Proprietary software products, apps, digital licence products and other software developed by iM Group are not licensed under this section. The special licence and usage terms of Part C – IT, software and digital services apply to these.

13.1 Scope of the rights of use granted

Unless otherwise specified in the offer, the order confirmation or another individual agreement, the Client receives, after full payment of the agreed remuneration, a simple, non-exclusive right of use to the work results created for the Client and intended for use.

The right of use is limited to the contractual purpose recognisable and agreed at the time the contract was concluded.

Unless a more extensive agreement has been made, the right of use granted does not automatically include in particular:

- exclusive use,
- transfer to third parties,
- sublicensing,
- resale,
- editing or redesign,
- use for purposes other than those agreed,
- use in other companies, groups of companies or brands,
- or use to a significantly extended territorial, temporal or material extent.

More extensive rights of use require an express agreement and may be remunerated separately.

13.2 Temporal, territorial and material scope of use

The temporal, territorial, media-related and material scope of the rights of use is determined by the respective agreement and the recognisable purpose of the contract.

Unless otherwise agreed, the Client receives the rights necessary for the normal contractual use of the respective work result.

Use that goes beyond the purpose of the contract recognisable at the time of the order generally requires a separate agreement.

13.3 Exclusive rights of use

Exclusive rights of use are only granted if this has been expressly agreed.

The mere commissioning, creation or full payment of a creative service does not automatically lead to the granting of an exclusive right of use.

Where an exclusive right of use has been agreed, its scope, duration, territory, media and other possible uses are determined by the respective agreement.

13.4 Transfer of rights only after full payment

The agreed rights of use generally only pass to the Client after full payment of all remuneration owed for the respective service.

Until full payment, use of the work results is only permitted insofar as iM Group expressly allows this or use is necessary for review, approval or acceptance.

Any further publication, reproduction, disclosure or commercial use before full payment requires the prior consent of iM Group.

13.5 Drafts, variants and services not selected

Drafts, sketches, concepts, layout variants, preliminary studies, test versions, samples, alternative designs and other work results not selected or approved as the final service generally remain with iM Group.

The Client does not receive any rights of use to these unless expressly agreed.

This also applies if such drafts or variants were shown or transmitted in the course of a presentation, coordination or selection.

In particular, drafts that were not selected may not, without consent, be:

- used,
- published,
- reproduced,
- imitated,
- passed on,
- altered,
- or implemented by third parties.

13.6 Open working files, source files and production data

The release of open, editable or production-related working, source or production files is not part of the service owed, unless their release has been expressly agreed.

The Client generally has no claim to the release of such files.

These include in particular:

- open graphic files,
- layout and typesetting files,
- editable templates,

- project files,
- layer files,
- raw data,
- raw footage,
- editing and production projects,
- working and interim versions,
- templates not intended for handover,
- and other working or production files used to create the agreed end product.

The handover of a finished work result, end product, printed product or a file intended for its designated use does not give rise to a claim to the release of the underlying open or editable files.

If the Client wishes such files to be released, a separate agreement must be made with iM Group.

In this case, in particular the scope of the files to be released, the associated rights of use and any additional remuneration payable for this will be agreed individually.

The Client has no claim to the conclusion of such an agreement or to the release of the open files at a specific price.

Until such an agreement has been concluded, all working, source and production files not expressly intended for release remain with iM Group.

Where such files contain components, licences, fonts, stock materials, plugins, templates or other third-party content, release may additionally depend on the respective licence and usage terms of the rights holders.

13.7 Edits and changes

The Client is only entitled to edit, change or redesign a work result if this has been expressly agreed or results from the agreed purpose of use.

Technically necessary adjustments, for example resizing, format conversions or comparable minor adjustments for contractual use, remain permissible insofar as this does not impair the legitimate interests of the author.

More extensive design, content-related or structural changes generally require a corresponding right of use.

13.8 Disclosure, transfer and use by third parties

The transfer or disclosure of granted rights of use to third parties and the granting of sublicences is only permitted insofar as this has been expressly agreed or clearly results from the purpose of the contract.

The mere handover of files or work results to printers, technical service providers or other third parties necessary for carrying out the contractual use does not constitute an impermissible transfer of rights, insofar as these third parties use the content exclusively on behalf of the Client.

13.9 Third-party materials, stock content, fonts and external licences

Where third-party content or components are used in the creation of work results, separate licence terms may apply.

This concerns in particular:

- stock photos,
- stock videos,
- music,
- sound effects,
- fonts,

- icons,
- templates,
- plugins,
- external graphics,
- databases,
- and other licensed third-party content or materials.

In these cases, the scope of possible uses is additionally determined by the licence terms of the respective third-party provider.

iM Group can only grant the Client those rights of which it may itself dispose.

If additional licences must be acquired for more extensive use, the resulting costs may be charged separately.

13.10 Attribution and labelling

Where provided for by law or contract, the right to be named as author remains unaffected.

The Client is only obliged to name iM Group visibly insofar as this has been expressly agreed or results from mandatory statutory provisions.

13.11 Reference use and self-promotion by iM Group

iM Group is generally entitled to use work results created in the course of a customer order and already published or publicly accessible to a reasonable extent for its own reference, presentation and advertising purposes.

This includes in particular presentation:

- on iM Group websites,
- in reference lists,
- in company presentations,
- in portfolios,
- in social networks,
- in offer and presentation documents,
- in digital or printed self-promotional materials,
- and in other measures presenting the company and its services.

Where necessary for the comprehensible presentation of a reference and legally permissible, the name of the Client, the project or the attribution of the work result to the respective Client may also be stated.

This reference and self-promotional use is deemed permitted unless the Client expressly objects to it.

The Client may object to reference use at any time with effect for the future in text form, in particular by email.

An objection generally only applies to future new reference and self-promotion measures.

After receipt of an objection, iM Group will generally no longer newly publish the work result concerned for reference or self-promotional purposes or include it in new advertising measures.

References lawfully published before receipt of the objection only need to be removed, adapted or withdrawn insofar as this is possible with reasonable and proportionate technical, organisational and economic effort.

A subsequent objection generally does not give rise to a claim to the removal of references already published if their removal would only be possible with disproportionately high technical, organisational or economic effort.

When assessing reasonableness, the following may be taken into account in particular:

- the technical effort of removal,

- necessary changes to existing websites or systems,
- the inclusion of the reference in presentations or documentation already published,
- printed products already produced,
- advertising materials already published or distributed,
- archive and documentation holdings,
- and other economically or organisationally significant expenses.

Media already printed, produced, published, sent or otherwise distributed generally do not have to be recalled, destroyed, replaced or reproduced due to an objection declared only subsequently.

This applies accordingly to content that, after lawful publication, has been cached, adopted or further distributed by search engines, archives, social networks, platform operators or other third parties and over whose complete removal iM Group has no direct influence.

Where an existing digital reference can be removed or adapted without considerable effort, iM Group may do so within a reasonable period.

Mandatory statutory claims for deletion, injunctive relief or removal remain unaffected.

Unpublished, confidential content, content requiring secrecy or content expressly marked as confidential will not be used publicly as a reference solely on the basis of this provision.

Where a separate confidentiality agreement or an express agreement excluding reference use exists between the parties, it takes precedence.

13.12 Client's rights to content provided

Where the Client provides its own content, data or materials, the rights thereto generally remain with the Client or the respective rights holder.

For the duration and purpose of performing the contract, the Client grants iM Group the necessary rights of use insofar as this is necessary for the proper performance of services.

The Client is responsible for ensuring that it is entitled to grant these rights.

The provisions of section 9 apply additionally.

13.13 No further transfer of rights without express agreement

Insofar as rights of use have not been expressly transferred and their transfer does not necessarily result from the agreed purpose of the contract, these rights remain with iM Group or the respective rights holder.

The handover of a work result, a file or a data carrier does not automatically mean the transfer of all copyright or other rights of use existing therein.

13.14 Infringement of rights of use

Use outside the granted scope of use requires the prior consent of iM Group.

Statutory claims due to unauthorised use, reproduction, editing, disclosure or other infringement of copyrights or rights of use remain unaffected.

13.15 Precedence of individual agreements

Where deviating or more extensive rights of use have been agreed in the respective offer, order confirmation, licence agreement or other individual agreement, these individual provisions take precedence over the provisions of this section.

PART C – IT, software and digital services

14. Scope for IT, software and digital services

The following provisions of this part apply additionally to all IT, software and digital services of iM Group.

These include in particular:

- proprietary software products and apps,
- desktop, mobile and web applications,
- trial, demo and full versions of software,
- software licences and other digital rights of use,
- licence activation, licence management and licence verification,
- IT services and IT systems,
- installation, set-up and configuration of software and hardware,
- technical system integration,
- interfaces and APIs,
- digital platforms,
- online services,
- remote maintenance, support and technical assistance,
- updates, upgrades, extensions and new software versions,
- server-, cloud- or network-based functions,
- and other comparable digital or technical services.

The general provisions of Part A of these General Terms and Conditions continue to apply additionally.

Where services additionally concern areas such as hosting, domains, web design, creative services, assembly or other work services, the respective special provisions of these GTC apply additionally, insofar as they are applicable to the service component concerned.

Proprietary software products, apps and digital licence products of iM Group are subject to the special provisions of this part with regard to their use, licensing, activation and technical provision.

The nature and scope of the service owed in each case and of the rights of use granted are determined by the specifically agreed scope of services in accordance with the offer, order confirmation, licence description, service description or individual agreement.

15. Availability and technical functionality

iM Group provides IT, software and digital services in accordance with the respectively agreed scope of services and taking into account technical possibilities.

Complete freedom from errors, permanent availability or unrestricted compatibility with all conceivable hardware and software systems cannot be guaranteed, unless this has been expressly agreed as a specific characteristic, assured function or specific availability.

15.1 General technical functionality

iM Group owes a contractual and professional service, but not use that is technically absolutely error-free or completely trouble-free under all conceivable system conditions.

Minor technical deviations or temporary disruptions do not automatically constitute a defect, provided that contractual use as a whole is not significantly impaired and mandatory statutory requirements are complied with.

Where certain functions have been expressly agreed, the statutory and contractual rights of the Client in the event of their absence remain unaffected.

15.2 Availability of digital services

For server-, cloud-, internet-, network- or other infrastructure-based services, temporary restrictions, delays or interruptions may occur for technical reasons.

A specific minimum availability is only owed if it has been expressly agreed in the contract.

Unless an express availability commitment has been made, there is in particular no entitlement to:

- a specific percentage minimum availability,
- uninterrupted continuous operation,
- specific response times,
- specific recovery times,
- or unrestricted accessibility at all times.

15.3 Maintenance, care and necessary interruptions

iM Group is entitled to temporarily restrict, interrupt or technically adapt systems, software, websites, online services and other digital services insofar as this is necessary in particular for:

- maintenance work,
- security updates,
- bug fixes,
- technical adjustments,
- system changeovers,
- updates or upgrades,
- IT security measures,
- work on databases or server structures,
- changes to interfaces,
- or other technically necessary measures.

Where plannable and reasonable, longer or significant maintenance measures will be announced to the Client in advance.

In the case of urgent security measures, acute technical faults or other unplannable measures, prior announcement may be omitted.

15.4 Client's system requirements

The proper use of IT, software or digital services may require suitable technical prerequisites to be in place at the Client's premises.

These may include in particular:

- compatible hardware,
- suitable operating systems,
- required software versions,
- current security updates,
- functioning network connections,
- a sufficiently stable internet connection,
- required user rights,
- suitable end devices,
- necessary interfaces,

- current browsers or other client software,
- and other technical system requirements.

The Client is responsible for providing and maintaining these prerequisites, unless their provision is expressly part of the agreed scope of services of iM Group.

Insofar as a fault is based exclusively on missing, outdated, faulty or incompatible system prerequisites of the Client, there is generally no defect for which iM Group is responsible.

15.5 Third-party providers, external systems and external dependencies

The functionality of individual services may depend on systems, services or components of third parties.

This may concern in particular:

- hosting providers,
- cloud providers,
- domain registrars,
- app stores,
- operating system providers,
- interfaces and APIs,
- payment service providers,
- telecommunications providers,
- external software libraries,
- third-party software,
- plugins and extensions,
- external databases,
- hardware manufacturers,
- and other external systems or external services.

iM Group cannot guarantee that such third-party providers will provide their services permanently, unchanged, error-free or on specific terms.

Changes, restrictions, failures or the discontinuation of such third-party services may affect the functionality of the services dependent on them.

iM Group is not liable for resulting restrictions or failures insofar as these lie outside its area of responsibility and it is not responsible for them.

This does not apply insofar as a fault is based on culpably defective selection, integration, configuration or other breach of duty by iM Group.

15.6 Updates, technical changes and further development

iM Group is entitled to further develop, adapt or technically change software, digital services and technical systems insofar as this is necessary or appropriate in particular:

- for security reasons,
- to fix errors,
- to maintain technical functionality,
- to ensure compatibility,
- due to changed legal or regulatory requirements,
- due to changed technical standards,

- due to changes by third-party providers,
- to further develop the service,
- or for other objectively justified technical reasons.

Such changes must not unreasonably impair the contractually agreed purpose of use.

Where required by law or necessary given the nature and scope of the change, the Client will be informed of significant changes.

Mandatory statutory requirements, in particular for consumer contracts concerning digital products, remain unaffected.

15.7 Changes to or removal of individual functions

Unless a specific function has been expressly assured permanently, iM Group may adapt, replace or technically change individual functions if this is necessary for technical, security-related, legal or economically comprehensible reasons and the main contractual use is not unreasonably impaired as a result.

The complete discontinuation of an essential contractually owed function is governed by the statutory provisions and the specific contractual agreements made.

15.8 Security measures and temporary blocks

iM Group is entitled to temporarily restrict or block individual functions, accesses, systems or digital services if this is necessary in order to:

- avert acute security risks,
- prevent attacks or misuse,
- avoid damage to systems or data,
- meet legal or official requirements,
- or ensure the integrity and security of the systems used.

Where possible and reasonable, the Client will be informed of this.

The special provisions on blocking due to late payment remain unaffected.

15.9 No guaranteed minimum availability without special agreement

A specific availability, response time, recovery time, support time or other quality of service is only owed if it has been expressly specified in:

- an offer,
- an order confirmation,
- a service description,
- a service level agreement (SLA),
- a maintenance agreement,
- or another individual agreement.

Without such an express agreement, there is in particular no entitlement to a specific percentage minimum availability or specific response and recovery times.

15.10 Planned and unplanned interruptions

Planned maintenance, care, update or changeover work may lead to temporary interruptions.

Unplanned interruptions may arise in particular due to:

- technical defects,

- security incidents,
- power or network failures,
- faults at third-party providers,
- failures of external interfaces,
- hardware defects,
- software errors,
- or other unforeseeable technical events.

Insofar as iM Group is not responsible for such circumstances, the general liability and deadline provisions of these GTC apply additionally.

15.11 No obligation to support outdated systems

Unless expressly agreed otherwise, there is no obligation to keep software, applications or digital services permanently compatible with technically outdated, security-critical operating systems, devices, browsers, interfaces or other system environments, or those no longer supported by the manufacturer.

iM Group may restrict or discontinue support for such systems if their continued support is no longer justifiable from a technical, security or economic point of view.

Where essential contractual functions are affected as a result, mandatory statutory rights of the Client remain unaffected.

15.12 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights, in particular the rights of consumers in the case of digital products, digital services or goods with digital elements, remain unaffected.

16. Special obligations and allocation of risk for IT, software and digital systems

The following provisions apply additionally to IT, software and digital services of iM Group and in particular specify the Client's areas of responsibility in the use, maintenance, modification and technical support of corresponding systems.

The general provisions on warranty and liability, in particular sections 10 and 11 of these GTC, remain unaffected.

16.1 Responsibility for data backups

Unless the creation, management, monitoring or testing of data backups is expressly part of the agreed scope of services of iM Group, the Client is itself responsible for backing up its data regularly, completely and to an extent appropriate to the respective risk.

The frequency and type of data backup should be based in particular on:

- the importance and criticality of the data,
- the frequency of changes,
- the effort of recovery,
- operational requirements,
- legal or regulatory requirements,
- and the possible damage in the event of data loss.

The Client must ensure that existing backups are technically usable, accessible and suitable for recovery.

If iM Group has been expressly commissioned with data backup, backup management or backup monitoring, its responsibility is determined exclusively by the specifically agreed scope of services.

16.2 Data backup before technical work

Before work is carried out on existing IT, software or digital systems, the Client must generally ensure that a current and suitable data backup exists, unless the creation of such a backup is expressly part of the respective order.

This applies in particular before:

- software installations,
- updates and upgrades,
- system migrations,
- operating system changes,
- database work,
- server work,
- network changes,
- configuration changes,
- repair and maintenance work,
- remote maintenance measures,
- and other interventions in existing technical systems.

Where an existing data backup is required for the performance of the work, the Client must make it available in good time upon request.

If a suitable data backup is missing and safe performance of the work without a backup is not professionally justifiable, iM Group is entitled to suspend performance until a suitable backup is available or a separate agreement on the creation of a data backup has been made.

Additional expenses and postponements resulting from this may be taken into account in accordance with the provisions of these GTC.

16.3 Existing systems and legacy problems

Taking over an existing IT, software, network, server, hosting or other technical system for maintenance, testing, repair, modification or extension does not mean that iM Group assumes responsibility for errors, defects, security vulnerabilities, misconfigurations or other technical problems that already existed before it began its work.

This applies in particular to:

- outdated software versions,
- existing security vulnerabilities,
- faulty or incomplete configurations,
- undocumented changes,
- missing updates,
- faulty user or permission concepts,
- defective hardware,
- inadequate network structures,
- missing or faulty backups,
- and other existing technical or organisational deficiencies.

Where such problems are identified in the course of the commissioned work, iM Group will inform the Client of them insofar as this is necessary and reasonable given the nature and scope of the order.

The elimination of such existing problems is only part of the order if this has been expressly agreed or clearly

results from the scope of services owed.

16.4 Changes by the Client or third parties

If the Client itself or third parties commissioned by it make changes to IT, software or digital systems after set-up, installation, configuration, maintenance or other processing, the Client bears responsibility for the effects of these changes, insofar as they were not initiated or expressly approved by iM Group.

This applies in particular to:

- changes to software configurations,
- installation or removal of programs,
- installation of plugins or extensions,
- changes to server or hosting settings,
- changes to firewall or network configurations,
- changes to user rights,
- changes to interfaces,
- replacement of hardware components,
- changes to databases,
- changes to source code or scripts,
- and other technical interventions.

Insofar as such a change is the cause of a subsequent fault, error or damage, there is generally no defect for which iM Group is responsible in this respect.

The statutory rights of the Client remain unaffected insofar as the cause of the fault actually lies in a defective service by iM Group.

16.5 IT security and security updates

The Client is obliged to take reasonable measures, within reasonable limits, to secure its IT, software and digital systems, insofar as these tasks have not been expressly assigned to iM Group.

These may include in particular:

- installation of required security updates,
- use of supported and current software versions,
- protection of user accounts,
- use of suitable passwords,
- use of suitable security mechanisms,
- observance of security notices,
- limitation of user rights,
- protection against unauthorised access,
- and regular review of critical systems.

If iM Group points out a recognisable security vulnerability, an outdated system, a necessary update or another specific security measure and the Client decides against the recommended measure, the Client generally bears the resulting risks itself, insofar as these risks are based on its decision.

iM Group is not obliged to make changes or take security measures against the express will of the Client, unless mandatory legal or safety-related reasons require otherwise.

However, it is entitled to refuse or suspend a service if continuation is not justifiable from a professional or security point of view.

16.6 Access credentials, passwords and user accounts

The Client is generally responsible for appropriately protecting access credentials, passwords, API keys, administrative access and other authentication information.

This includes in particular:

- the use of suitable and sufficiently secure passwords,
- the confidential handling of access credentials,
- the avoidance of unnecessary disclosure to third parties,
- the regular review of user permissions,
- the blocking or removal of access that is no longer required,
- and, where technically sensible and available, the use of additional protective measures such as multi-factor authentication.

Where access credentials are transmitted to iM Group for the performance of an order, they may only be used to the extent necessary for the respective service.

After completion of the work, the Client is, where necessary, responsible for changing, deactivating or reassigning temporary access, unless iM Group has been expressly commissioned with this task.

16.7 Remote maintenance and technical access

Where remote access is required to perform support, maintenance, analysis or other IT services, the Client must provide the necessary technical and organisational prerequisites.

The Client is responsible for ensuring that it is entitled to grant the respective access.

Before remote maintenance work is carried out, where necessary:

- important data should be backed up,
- programs not required should be closed,
- affected users should be informed,
- and sensitive content should be appropriately protected or closed.

The Client acknowledges that restarts, short interruptions, service restarts or comparable technical measures may become necessary in the course of technical work.

iM Group uses remote access exclusively within the scope of the agreed order and the technical measures required for it.

16.8 No automatic monitoring, maintenance or update obligation

The one-off set-up, installation, repair, maintenance, configuration or processing of a system does not give rise to any permanent obligation on the part of iM Group to continuously monitor, maintain or support this system, unless expressly agreed.

In particular, without a corresponding separate order there is no obligation to:

- permanent system monitoring,
- ongoing security monitoring,
- automatic review of log files,
- regular checks of backups,
- testing the recoverability of backups,
- monitoring of storage space,
- checking certificate validity periods,

- permanent checking for security vulnerabilities,
- ongoing installation of updates,
- permanent monitoring of availability,
- checking changes by third-party providers,
- or ongoing administrative support.

Such a permanent service is only owed if it is expressly the subject of a maintenance, support, monitoring, hosting or other support contract.

16.9 No automatic obligation to update third-party systems

Unless expressly agreed, iM Group is not obliged to continuously check systems operated or provided by the Client or by third parties for new software versions, updates, security updates or technical changes.

This applies in particular to:

- operating systems,
- third-party software,
- plugins,
- external platforms,
- interfaces,
- network devices,
- server services,
- databases,
- and other external systems.

Mandatory statutory update obligations for digital products or goods with digital elements provided by iM Group itself remain unaffected.

16.10 Third-party software, licences and system requirements

Where third-party software, operating systems, external services or other external components are required for the use or performance of a service, the Client must observe the respective technical requirements and licence terms, unless their provision or licensing is expressly part of the order.

The Client is responsible in particular for ensuring that required third-party licences exist and are valid, unless their procurement has been undertaken by iM Group.

If a third-party provider subsequently changes technical requirements, licence terms, interfaces or functions, this may result in additional adaptation effort.

Such adjustments may be charged separately insofar as they are not part of an existing maintenance, update or other service obligation.

16.11 Measures in security-critical situations

If, in the course of a commissioned activity, iM Group identifies a situation that, in its professional assessment, may pose a significant security risk to systems, data or third parties, it is entitled to point this out to the Client and propose suitable measures.

Insofar as immediate continuation of the work without prior backup or protective measures is not justifiable from a professional or security point of view, iM Group may temporarily suspend the service concerned.

Postponements resulting from this are governed by the general provisions of these GTC.

16.12 Documentation and existing system information

Where existing documentation, access credentials, configuration information, network plans, system information or other technical documents are required for a service, the Client must provide them as completely and up to date as possible.

If corresponding documents are missing or existing systems are not sufficiently documented, this may result in additional analysis, testing or documentation effort.

This additional effort may be charged separately insofar as it is not already covered by the agreed scope of services.

16.13 Relationship to warranty and general liability

The provisions of this section serve to delimit the areas of responsibility and cooperation for IT, software and digital services.

They do not exclude mandatory statutory rights in respect of defects or liability.

For defects, the provisions of section 10 – Warranty and rights in respect of defects apply additionally.

For liability, the provisions of section 11 – General liability apply in particular.

Where a special provision of this part applies to a specific IT, software or digital matter, it must be taken into account additionally.

16.14 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights, in particular the rights of consumers in the case of digital products, digital services or goods with digital elements, remain unaffected.

17. Suspension of digital services in the event of late payment

If the Client is in default with a payment due to iM Group, iM Group is entitled to temporarily restrict or block ongoing digital services, access or functions to the extent legally permissible and proportionate.

The general provisions on default in payment and suspension of services in section 5 of these GTC apply additionally.

17.1 Requirements for a suspension

A block or restriction may be imposed in particular if the Client fails to make a payment owed in full despite it being due and default having occurred.

Where reasonable in the circumstances of the individual case, iM Group will notify the Client of the outstanding claim and the possible restriction or blocking of the affected service before a block is imposed.

An additional announcement is not required insofar as:

- prior announcement is not required by law,
- the Client has already been informed of the possible consequences of default in payment,
- there is significant or repeated default in payment,
- or special circumstances justify a short-term restriction.

17.2 Services affected

A block or restriction may affect in particular:

- software access,
- user accounts,

- customer portals,
- online services,
- cloud- or server-based functions,
- interfaces and APIs,
- licence activations,
- licence verifications,
- ongoing digital services,
- administrative or remote access,
- and other digital or technical services whose continued provision depends on ongoing or due remuneration owed.

Where several independent services exist, the block may be limited to those services to which the default in payment relates or for which a restriction is objectively appropriate to enforce the outstanding claim.

17.3 Scope and proportionality of the block

iM Group may restrict a service fully or partially insofar as this is appropriate taking into account the outstanding amount, the duration of the default, the nature of the service and the interests of both parties.

Where a partial restriction is sufficient to safeguard the legitimate interests of iM Group and is technically possible without disproportionate effort, it may be imposed instead of a complete block.

The Client has no entitlement to a specific technical form of blocking.

17.4 No automatic termination of the contract

The blocking or restriction of a digital service due to default in payment generally does not constitute termination, withdrawal or any other automatic ending of the contractual relationship.

The contract and the payment obligations arising from it generally remain in force, unless separate termination, withdrawal or other ending of the contract takes place in accordance with the statutory or contractual requirements.

17.5 No automatic deletion of data

A block due to default in payment generally does not automatically lead to the deletion of data, user accounts, configurations or other stored content of the Client.

Where data continues to be stored or kept available during the block, the scope and duration of storage result from the respective contract, the statutory provisions and, where applicable, the special provisions on hosting, online services or data protection.

However, the mere block does not give rise to any claim to unlimited or free permanent storage of data.

17.6 Effects of the block

Where a restriction or block is effectively imposed due to default in payment for which the Client is responsible, the Client bears the resulting effects insofar as these are based on the block or the default in payment.

This may concern in particular:

- lack of access to systems or functions,
- temporary unavailability of digital services,
- delays in project or work processes,
- interruptions of ongoing processes,
- postponements of performance deadlines,
- or additional technical and organisational effort.

iM Group is not liable for such effects insofar as the block is lawful and the underlying circumstances are the responsibility of the Client.

The general liability provisions of section 11 remain unaffected.

17.7 Reactivation after payment

After full settlement of the outstanding claims, including any default interest owed and other legally reimbursable costs, the blocked service will generally be reactivated, provided the contract continues to exist and there are no other grounds for blocking.

Reactivation takes place at the next technically and organisationally possible time.

There is no entitlement to immediate or to-the-second reactivation directly after receipt of payment.

17.8 Technical effort for reactivation

If additional technical or organisational effort is required to resume a blocked service, it may be charged separately insofar as:

- the effort was caused by the default in payment and the block thereby made necessary,
- charging is legally permissible,
- and the effort is not already covered by the contractually owed remuneration.

Charges may be made according to the current price list of iM Group.

17.9 Resumption of ongoing work and services

If, in addition to the technical block, ongoing work, support, maintenance, development or other services were also suspended due to the default in payment, there is no entitlement to their immediate resumption after payment.

Resumption takes place in accordance with section 5 of these GTC at the next possible date, taking into account the operational, personnel, technical and organisational capacities of iM Group.

17.10 Repeated or significant default in payment

In the event of repeated or significant default in payment, further statutory and contractual rights of iM Group remain unaffected.

These may include in particular:

- withholding further services,
- suspending ongoing services,
- demanding reasonable advance payments or security for future services,
- terminating continuing obligations, insofar as the statutory or contractual requirements are met,
- and enforcing outstanding claims in or out of court.

17.11 Security and other grounds for blocking

The provisions of this section concern exclusively blocks due to default in payment.

The right of iM Group to restrict or block systems, access or digital services for other legitimate reasons remains unaffected.

This applies in particular in the event of:

- security risks,
- misuse,
- attacks on systems,

- violations of legal requirements,
- official orders,
- or other cases under section 15 of these GTC.

17.12 Mandatory statutory rights

All provisions of this section apply exclusively to the extent permitted by law.

Mandatory statutory rights of the Client, in particular mandatory consumer rights and statutory rights relating to digital products or digital services, remain unaffected.

PART D – Hosting, domains and online services

18. Scope for hosting, domains and online services

The following provisions of this part apply additionally to all services of iM Group in the fields of hosting, domains, server-based services, internet-based infrastructure and other online services.

These may include in particular:

- web hosting,
- server hosting,
- virtual servers and comparable server services,
- provision and management of web space,
- domain registration,
- domain management,
- domain transfer,
- domain move and change of provider,
- DNS management,
- set-up and management of DNS records,
- SSL/TLS certificates,
- email hosting,
- mail servers,
- email mailboxes,
- databases,
- server-based applications,
- cloud-based services,
- online platforms and online services,
- provision of technical infrastructure,
- technical administration of server, hosting and online systems,
- set-up and configuration of hosting environments,
- maintenance and technical support of hosting or server systems,
- surveillance or monitoring, where expressly agreed,
- data backup and backup services, where expressly agreed,
- recovery services, where expressly agreed,
- management of certificates, technical access or other hosting-related components,
- brokering or management of services of external hosting, domain, cloud or infrastructure providers,

- and other comparable internet, server, cloud, domain or hosting-related services.

The general provisions of Part A and the special provisions of Part C – IT, software and digital services apply additionally insofar as they are applicable to the respective service.

Where a service additionally includes creative, design, web design, software, IT, assembly, installation or other service components, the respective relevant special parts of these GTC apply additionally and side by side.

18.1 Decisive scope of services

The nature, scope, technical equipment, storage space, data volume, bandwidth, computing power, number of mailboxes or databases, availability, backup scope, support, administration, monitoring, contract term and other characteristics of the respective hosting, domain or online service result exclusively from:

- the respective offer,
- the order confirmation,
- the service description,
- a tariff or product description,
- a separate hosting, maintenance or service agreement,
- or another individual agreement.

Services, technical characteristics or capacities not expressly agreed there are not owed merely on the basis of the general provision of a hosting, domain or online service.

18.2 No automatic commitment to specific technical characteristics

Unless expressly agreed otherwise, there is in particular no entitlement to:

- a specific percentage minimum availability,
- a specific bandwidth,
- guaranteed data transfer rates,
- unlimited storage space,
- unlimited data volume,
- a specific computing power,
- a specific number of technical resources,
- permanent monitoring,
- automatic error detection,
- ongoing security monitoring,
- automatic data backup,
- specific backup intervals,
- specific retention periods for backups,
- guaranteed recovery times,
- specific support or response times,
- or personal technical support at any time.

If such services are to be owed, they must be expressly agreed.

18.3 Own services and third-party services

Hosting, domain, cloud and other online services may be provided in whole or in part by iM Group itself or using technical services and infrastructures of third parties.

iM Group is entitled to use for this purpose in particular:

- data centres,
- hosting providers,
- cloud providers,
- domain registrars,
- registries,
- certificate providers,
- telecommunications providers,
- email service providers,
- platform operators,
- infrastructure operators,
- or other technical service providers.

Where iM Group merely procures, brokers, registers, configures, manages or administratively supports a third-party service, this does not automatically create an obligation on the part of iM Group to permanently provide the underlying third-party service itself, independently of the respective third-party provider.

Technical, legal or economic changes at third-party providers may affect the respective service.

The provisions of section 15 on third-party providers, external systems and external dependencies apply additionally.

18.4 Terms of third-party providers

Where the use of a hosting, domain, cloud or other online service depends on the terms of a third-party provider, the respective contractual, usage, registration, licence or technical terms of that third-party provider may additionally apply.

This concerns in particular:

- domain registrations,
- domain registries,
- registrars,
- hosting providers,
- cloud providers,
- certificate providers,
- email services,
- platforms,
- and other technical services of third parties.

The Client is obliged to observe such terms insofar as they have been communicated to it, made accessible to it or are recognisably decisive for the respective service.

iM Group cannot grant rights or promise services that go beyond the possibilities granted to it by a third-party provider.

18.5 Hosting and domain as independent services

Hosting, domain, email, certificate, database, server or other online services may constitute legally and technically independent service components.

The termination, blocking, disruption or change of an individual service component therefore does not automatically lead to the termination of all other services, insofar as these can be continued independently of one another technically and contractually.

Conversely, the termination or disruption of a technically necessary service component may affect services dependent on it.

18.6 No automatic administration or support obligation

The mere provision, set-up or brokering of a hosting, domain or online service does not give rise to any permanent obligation on the part of iM Group to provide complete technical administration or monitoring.

Without express agreement, there is in particular no automatic obligation to:

- ongoing server administration,
- review of log files,
- monitoring of storage space,
- checking of email mailboxes,
- checking of domain terms,
- monitoring of certificate validity periods,
- installation of all updates,
- checking for security vulnerabilities,
- regular backup checks,
- recovery testing,
- or general ongoing system support.

If such services are owed, they must be expressly agreed.

The provisions of sections 16.8 and 16.9 apply additionally.

18.7 Backups and data backups

Data backups, backup monitoring, recovery tests and the permanent retention of specific backup states are only owed if expressly agreed.

Unless an express backup service is part of the contract, the Client remains responsible for appropriate own data backup in accordance with section 16.

If an agreed backup service exists, in particular the following result from the respective service description or individual agreement:

- backup scope,
- backup interval,
- retention period,
- storage location,
- number of available backup states,
- recovery options,
- and, where applicable, recovery times.

18.8 Technical changes and migrations

iM Group is entitled to adapt, update or migrate hosting, server, cloud or other technical infrastructures to other suitable technical systems insofar as there are objective technical, security-related, organisational or economic reasons for this and the agreed purpose of the contract is not unreasonably impaired as a result.

This may concern in particular:

- server changes,
- data centre changes,

- IP address changes,
- changes to operating systems or software versions,
- adjustments to databases,
- changes to technical platforms,
- security measures,
- or technical migrations.

Where this results in significant changes for the Client and prior notice is possible and reasonable, iM Group will inform the Client accordingly.

18.9 Dependence on domain, DNS and internet structures

The Client acknowledges that domain, DNS, email, hosting and online services may depend on technical systems and infrastructures outside the direct sphere of influence of iM Group.

These include in particular:

- domain registries,
- registrars,
- DNS infrastructures,
- internet providers,
- telecommunications networks,
- routing systems,
- email systems,
- certification authorities,
- and other external technical infrastructures.

Delays in domain registrations, DNS changes, certificate issuance or technical transfers may therefore take effect with a time lag for technical reasons, even after proper processing by iM Group.

18.10 No guarantee of domain availability

The notification that a certain domain appears to be available at the time of a check does not constitute a guarantee that this domain can actually be registered successfully.

A domain is only deemed bindingly registered once the registration has been successfully completed by the competent registry or registrar.

Between the check and final registration, a domain may in particular be registered by third parties or no longer be available for other reasons.

18.11 No transfer of ownership of domains

Where legally applicable, the Client does not acquire ownership of the domain in the sense of property law by registering a domain.

Rather, its rights are determined by the respective registration-law and contractual terms of the competent registry, the registrar and the agreed contractual arrangement.

Where the domain is registered for the Client, the Client should be listed as domain holder or otherwise authorised user in accordance with the respective technical and legal possibilities, unless otherwise agreed.

18.12 Precedence of special provisions

Where separate agreements, service descriptions, service level agreements or other special contractual terms exist for individual hosting, domain, server, cloud or online services, these take precedence over the general

provisions of this section insofar as they govern the respective matter more specifically.

18.13 Mandatory statutory rights

All provisions of this section apply exclusively to the extent permitted by law.

Mandatory statutory rights, in particular consumer rights, remain unaffected.

19. Domain registration, renewal and change of provider

The following provisions apply additionally to the registration, management, renewal, transfer and termination of domains procured, managed or technically supported by iM Group on behalf of the Client.

Where special terms of the competent registry, the registrar or other technical service providers apply to individual domains or top-level domains, these apply additionally.

19.1 Registration of domains

iM Group may arrange for the registration of one or more domains with a suitable registrar or via a competent registry on behalf of the Client.

A domain is only deemed successfully registered once the registration has been technically and legally confirmed by the competent body.

A prior availability check does not constitute a guarantee that the desired domain can actually be registered.

Between the check and registration, the domain may in particular:

- be registered by third parties,
- be blocked or reserved by the registry,
- not be registrable due to special allocation rules,
- or become unavailable for other technical or legal reasons.

iM Group therefore does not owe success of the registration insofar as the non-registration lies outside its area of responsibility.

19.2 Information provided by the Client

The Client must provide all information required for registration or management completely and correctly.

This may concern in particular:

- name or company name,
- address,
- email address,
- telephone number,
- contact person,
- registration data,
- technical contacts,
- administrative contacts,
- or other information required by the registrar or registry.

Changes to this data must be communicated to iM Group without delay insofar as iM Group is commissioned with domain management.

The Client is responsible for ensuring that the information it provides is correct, up to date and legally permissible.

19.3 Domain holder and registration data

Where technically and legally possible and unless otherwise agreed, the Client should be listed as domain holder or as the person entitled to registration.

Where a registry or registrar provides for other technical or organisational models, the entry is governed by the respective terms.

iM Group is entitled to be entered as technical, administrative or other managing contact insofar as this is necessary or expedient for carrying out the commissioned domain management.

An entry of iM Group as technical or administrative contact generally does not establish any substantive rights of iM Group to the domain.

19.4 Third-party rights and choice of domain

The Client is itself responsible for ensuring that the domain it requests does not infringe the rights of third parties.

This concerns in particular:

- trademark rights,
- name rights,
- company identifiers,
- personality rights,
- competition rights,
- and other property rights.

A comprehensive legal review of the requested domain by iM Group is not owed unless expressly agreed.

If claims are asserted against iM Group by third parties on account of a domain requested or provided by the Client, the general provisions of these GTC on content and rights provided by the Client apply additionally.

19.5 Renewal of domains

Where iM Group is commissioned with the ongoing management of a domain, the domain may be renewed within the scope of the respectively agreed contractual and payment terms.

A renewal only takes place if:

- the contractual relationship continues,
- the necessary technical prerequisites are met,
- the domain can still be renewed by the registrar or registry,
- and the remuneration owed has been paid in good time, insofar as advance or prior payment is required.

iM Group is not obliged to permanently pre-finance fees for domain renewals from its own funds.

19.6 Consequences of late or missing payment

If a payment required for the renewal or continuation of a domain is not made in good time, iM Group may be entitled not to carry out the renewal or to suspend further domain management, insofar as this is legally and contractually permissible.

The Client bears the risk that, in the event of missing or late renewal, a domain may be:

- deactivated,
- blocked,
- placed in a grace or redemption period,
- deleted,

- released,
- or later registered by a third party,

insofar as the cause lies within the Client's area of responsibility.

iM Group is not obliged to continue domains at its own expense merely to prevent their loss.

19.7 Renewal reminders

Where iM Group sends reminders, notices or invoices before a domain expires as part of domain management, these constitute an additional service.

The Client nevertheless remains responsible for making required payments and acts of cooperation in good time.

There is only an entitlement to a specific number or timing of reminders if this has been expressly agreed.

19.8 Redemption, restoration and special fees

If a domain has already expired, been deactivated or entered a restoration phase due to late renewal, missing payment or other circumstances, additional fees may arise.

This may concern in particular:

- redemption fees,
- restoration fees,
- registrar fees,
- registry fees,
- technical processing costs,
- and other third-party costs.

Such additional costs may be charged to the Client separately insofar as they were caused by a circumstance for which the Client is responsible.

Successful restoration cannot be guaranteed.

19.9 Change of provider and domain transfer

The Client may request a change of provider or domain transfer within the statutory and registration-law requirements.

iM Group will support a legitimate domain transfer to the necessary and reasonable extent, provided that:

- the contractual relationship provides for corresponding cooperation,
- no legal or technical obstacles stand in the way,
- the required information and target details have been provided,
- and, where applicable, outstanding, undisputed and due services have been paid for, insofar as a right of retention is legally permissible.

iM Group may not arbitrarily prevent a legally permissible domain transfer.

19.10 Auth codes and transfer data

Where an auth code, transfer code, token or other technical release is required for a change of provider, iM Group will provide it within the scope of the technical and contractual possibilities.

This requires that:

- the Client is entitled to the domain,
- the identity or entitlement has been proven where necessary,

- and no technical, legal or registration-related locks stand in the way.

iM Group is entitled to carry out reasonable security checks before sensitive transfer data is released.

19.11 Duties to cooperate when changing provider

The Client must carry out all acts of cooperation required for a change of provider in good time.

These include in particular:

- notification of the target provider,
- provision of required contact details,
- confirmation of transfer requests,
- approval of required emails,
- provision of additional evidence,
- and timely completion of other registration-related steps.

iM Group is not responsible for delays caused by missing or late cooperation.

19.12 Technical delays in transfers

Domain transfers, DNS changes and changes of provider may take effect with a time lag for technical reasons.

This may depend in particular on:

- the previous registrar,
- the new registrar,
- the registry,
- DNS caches,
- technical lock periods,
- transfer confirmations,
- or other external systems.

iM Group is not liable for delays arising exclusively outside its area of responsibility.

19.13 Domain status at the end of the contract

The termination of a contract for domain management or hosting does not automatically end every technical domain registration at the same time.

The further handling of the domain is determined by:

- the respective registration period,
- the terms of the registrar,
- the terms of the registry,
- the specific contractual relationship,
- and any agreed transfer or termination.

iM Group is not obliged to continue or renew a domain at its own expense after the end of the contract.

19.14 Release and transfer after the end of the contract

Where the domain is assigned to the Client and the legal and technical requirements are met, iM Group will provide the information or releases required for a permissible transfer to a reasonable extent after the end of the contract.

The Client is obliged to carry out a desired transfer within a reasonable period.

If the transfer does not take place despite a request or necessary cooperation by the Client, the Client bears the risk of further technical or registration-related consequences, insofar as iM Group is not responsible for them.

19.15 No obligation to maintain permanently after the end of the contract

After termination of the contract, without express agreement, iM Group has no obligation to permanently continue domains, DNS configurations, mailboxes, forwardings or other technical domain functions.

iM Group may discontinue technical support after reasonable transition periods have expired and in compliance with statutory obligations.

Where prior notice is required or appropriate for this, the Client will be informed accordingly.

19.16 Cancellation of a domain

If the Client wishes to cancel or delete a domain, it must declare this clearly and in compliance with any deadlines.

iM Group is entitled to request confirmation of the Client's entitlement or identity for declarations with significant effects on a domain.

The Client acknowledges that the deletion or release of a domain may result in it subsequently being registered by third parties.

Restoration may then be excluded or only possible at additional cost.

19.17 No guarantee of recovering a lost domain

If a domain has been deleted, released, not renewed or otherwise lost, there is no guarantee that it can be registered again or restored for the Client.

This applies in particular if the domain has meanwhile:

- been registered by a third party,
- been blocked,
- been reserved,
- or is no longer available due to changed registration terms.

19.18 Changes to registration terms

Registrars, registries and operators of top-level domains may change their technical, organisational, legal or economic terms.

iM Group is entitled to make necessary adjustments to domain management insofar as this is necessary to comply with these changed terms.

Where this results in additional costs, these may be passed on for future services insofar as this is permissible under the general pricing provisions of these GTC.

19.19 Relationship to other provisions

The following provisions apply additionally:

- section 4 – Prices,
- section 5 – Terms of payment,
- section 7 – Duties to cooperate,
- section 11 – General liability,
- section 15 – Availability and technical functionality,
- section 16 – Special obligations and allocation of risk for IT systems,
- and section 17 – Suspension of digital services in the event of late payment.

19.20 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights of the Client, in particular consumer rights, and mandatory requirements of the respectively competent registries and registrars remain unaffected.

20. Term, termination and renewal of hosting, domain and online services

Where hosting, domain, server, cloud, email or other online services are provided as ongoing or recurring services, their contract term is determined by the respective offer, order confirmation, service description or other individual agreement.

20.1 Start of contract and minimum term

The start of the contract results from the respective agreement.

Where a minimum contract term has been agreed, ordinary termination is generally possible for the first time at the end of this minimum contract term, insofar as legally permissible and unless otherwise agreed.

Where no minimum contract term has been agreed, the possibility of termination is governed by the respective contractual and statutory provisions.

20.2 Renewal of ongoing contracts

Where automatic renewal of the contract has been agreed, the contract is renewed after the end of the respective contract period in accordance with the agreed renewal provision.

The type and duration of the renewal and the applicable notice period result from the offer, the order confirmation, the service description or other individual agreement.

Mandatory statutory requirements, in particular towards consumers, remain unaffected.

20.3 Form of termination

Notices of termination require at least text form, insofar as legally permissible and no stricter form has been individually agreed.

Termination may be given in particular by email.

The termination must clearly identify the contract or service concerned.

In the case of several domains, hosting packages, servers, mailboxes or other individual services, it must be stated which specific service is to be terminated.

20.4 Notice periods

The individually agreed notice periods are decisive.

Where no special notice period has been agreed, the statutory notice periods apply.

For services that depend on third-party providers, it may be necessary for termination or non-renewal to be declared in good time before an external deadline expires.

The Client must therefore observe any lead times stated in the offer or service description.

20.5 Terms of third-party services

Where hosting, domain, certificate, cloud or other online services are obtained from third-party providers, their contract, registration and renewal periods may differ from the contract term between iM Group and the Client.

iM Group is entitled to take these external terms into account in contract design, renewal and invoicing.

Termination by the Client does not automatically mean that third-party services already booked or renewed cease to apply retroactively.

20.6 Costs already incurred or paid in advance

Costs already incurred, non-cancellable or already owed to third-party providers generally remain payable even in the event of termination, insofar as legally permissible.

This may concern in particular:

- domain registrations,
- domain renewals,
- SSL/TLS certificates,
- server or hosting periods,
- cloud services,
- software licences,
- external storage or infrastructure services,
- and other third-party services booked in advance.

There is no pro rata refund of third-party fees already incurred or non-refundable, insofar as iM Group itself does not recover these costs and the law does not provide otherwise.

20.7 Ordinary termination and provision of services until the end of the contract

Until the effective end of the contract, the contractual rights and obligations generally remain in force.

The Client remains obliged to pay the remuneration owed until the end of the contract.

iM Group is entitled and obliged to provide the agreed services to the extent owed until the end of the contract, unless a block, extraordinary termination or other legal ending takes place.

20.8 Extraordinary termination for good cause

The right of both parties to extraordinary termination for good cause remains unaffected.

Good cause for iM Group may exist in particular if:

- the Client does not pay despite significant default in payment and a corresponding request,
- the service is used unlawfully or improperly,
- significant security risks are caused or maintained,
- systems of iM Group or third parties are endangered,
- legal or official requirements make continuation impermissible,
- the Client persistently breaches material contractual obligations,
- or continuation of the contractual relationship is unreasonable taking all circumstances into account.

Where necessary and reasonable in the circumstances, a reasonable period for remedy or a warning will first be given before extraordinary termination.

Mandatory statutory requirements remain unaffected.

20.9 Effects of termination on related services

The termination of an individual service does not automatically lead to the termination of other legally and technically independent services.

If, for example, only a hosting package is terminated, other separately agreed services such as domains, email services, maintenance or other online services remain in place unless they are also terminated.

If another service is technically dependent on the terminated service, its functionality may be restricted or cease after the end of the contract.

20.10 Effects of hosting termination on domains

The termination of a hosting contract does not automatically lead to the termination or deletion of an associated domain, provided the domain can be continued as an independent service.

Conversely, the termination or transfer of a domain does not automatically lead to the termination of an existing hosting, email or server contract.

When terminating, the Client must clearly state which services are to be ended, transferred or continued.

20.11 Technical shutdown after the end of the contract

Once termination of the contract has taken effect, iM Group is entitled to technically deactivate or discontinue the service concerned at the end of the contract.

This may concern in particular:

- websites,
- hosting access,
- servers,
- email mailboxes,
- databases,
- cloud storage,
- user accounts,
- forwardings,
- DNS functions,
- interfaces,
- or other online services.

There is no entitlement to continued use after the end of the contract unless a separate transitional agreement has been made.

20.12 Transitional and migration services

If, after the end of the contract, the Client requests a technical handover, data migration, support with a change of provider, export of data, change of DNS records or other transitional services, these are only owed insofar as expressly agreed or required by law.

Additional technical, organisational or administrative effort may be charged separately according to the current price list of iM Group.

20.13 No automatic free transitional support

After the end of the contract, iM Group is not obliged to continue operating systems or services free of charge merely to enable the Client to migrate or change provider later.

Where a transition period is agreed or granted, further fees may be incurred for it.

20.14 Data and content after the end of the contract

The handling, release, backup and deletion of data after the end of the contract is governed by the special provisions of this part and the statutory data protection and retention obligations.

The Client is responsible for backing up required data in good time before the end of the contract or for commissioning its release or export, unless iM Group has been expressly commissioned with a corresponding handover or data backup.

20.15 End of contract upon discontinuation of a third-party service

If a third-party service necessary for performing the contract is permanently discontinued and no economically and technically reasonable replacement solution is available, the services affected may be terminated or adapted insofar as continuation is objectively impossible or unreasonable.

Where possible, iM Group will inform the Client in good time.

Further statutory rights remain unaffected.

20.16 Price changes upon renewal

For future renewal periods, the prices of iM Group valid at the respective time of renewal may apply, insofar as permissible under section 4 of these GTC, the individual agreement and the statutory requirements.

Contract periods already firmly agreed and running are not changed retroactively as a result.

20.17 Relationship to domain provisions

For domains, the special provisions of section 19 apply additionally.

Where special provisions on registration, renewal, transfer, loss of domain or end of contract exist there, they take precedence as more specific provisions.

20.18 Mandatory consumer rights

For consumer contracts, the mandatory statutory requirements on term, automatic renewal, termination and ending of continuing obligations apply in particular.

Where a provision of this section deviates from these, the mandatory statutory law takes precedence.

20.19 Other mandatory rights

The right to extraordinary termination and other mandatory statutory rights of both parties remain unaffected.

21. Responsibility for content and permitted use of hosting, server and online services

The Client is responsible for all content, data, files, applications, information and other materials that it, or persons authorised by it, stores, processes, publishes, transmits or makes accessible via hosting, server, cloud, email or other online services provided or managed by iM Group.

iM Group is not obliged to check all content posted, stored or transmitted by the Client for lawfulness in general and without cause.

21.1 Lawful use

The Client may only use the services provided within the scope of the applicable statutory provisions, the contractual agreements and the technical terms of use.

In particular, use is impermissible for content or actions that:

- violate statutory provisions,
- infringe the rights of third parties,
- promote or enable criminal acts,
- endanger systems or data of iM Group or third parties,
- or significantly impair contractual use by other users.

21.2 Third-party rights

The Client is responsible for ensuring that its content and its use do not infringe the rights of third parties.

This concerns in particular:

- copyrights,
- trademark rights,
- name rights,
- personality rights,
- data protection rights,
- trade secrets,
- competition rights,
- licence rights,
- and other property and usage rights.

Where the Client uses third-party content, it must hold the necessary rights, consents or other authorisations.

A comprehensive legal review by iM Group is not part of the hosting, server or online service unless such a review has been expressly commissioned.

21.3 Impermissible technical use

In particular, any use that may impair the security, stability or functionality of systems of iM Group or third parties is prohibited.

This may include in particular:

- distribution or storage of malware,
- viruses, trojans, ransomware or comparable malicious code,
- phishing,
- spoofing,
- operating botnets,
- unauthorised port or vulnerability scans,
- denial-of-service or comparable attacks,
- unauthorised access attempts,
- circumvention of technical protection measures,
- misuse of interfaces or server resources,
- or other actions likely to impair third-party systems or data.

21.4 Spam and unsolicited communication

The use of the systems provided for sending impermissible or abusive mass communication is prohibited.

This concerns in particular:

- unauthorised advertising emails,
- spam,
- mass messages without the required consent,
- abusive newsletters,
- email bombing,
- or other unlawful electronic communication.

The Client is responsible for ensuring that mailing lists, newsletter systems and other communication services used by it or its users are operated lawfully.

21.5 Abusive or exceptionally burdensome use

The Client may not use systems and resources in a manner that exceeds the agreed scope of use or causes an exceptional or objectively unjustified load on shared or third-party infrastructure.

This applies in particular in the event of:

- permanently exceptionally high processor or memory usage,
- excessive network load,
- misuse of storage resources,
- a very high number of automated requests,
- technically harmful scraping,
- misuse of APIs,
- or comparable loads.

Where special resources, performance limits or tariffs have been agreed, these take precedence.

21.6 Crypto mining and comparable computing-intensive use

The operation of cryptocurrency mining, computing-intensive blockchain processes or comparable applications is only permitted if expressly agreed and the necessary technical resources are provided for this.

Without a corresponding agreement, iM Group may prohibit or restrict such use if it leads to an unintended or significant load on the infrastructure provided.

21.7 Content with increased legal or technical risk

Where certain content or applications trigger special legal, regulatory, security-related or technical requirements, the Client is responsible for complying with these requirements.

This may concern in particular:

- particularly sensitive personal data,
- health data,
- financial data,
- access credentials,
- security-critical applications,
- content subject to special statutory regulation,
- or other data with increased protection requirements.

The mere provision of a hosting or server service does not automatically mean that the respective environment is suitable for every conceivable special regulatory or security-related purpose.

Special suitability is only owed if expressly agreed.

21.8 No general monitoring obligation

iM Group is generally not obliged to monitor content stored, transmitted or published by the Client permanently, generally or without cause.

This does not affect statutory obligations to respond to specific notices, official orders, court decisions or other legally relevant knowledge.

21.9 Response to specific notices and complaints

If iM Group receives specific indications of potentially unlawful, security-endangering or contractually impermissible content or use, it is entitled to examine the matter to the extent necessary and reasonable.

iM Group may in particular request the Client to:

- comment,
- provide necessary evidence,
- remove the content complained of,
- cease unlawful use,
- take security measures,
- or take other necessary remedial action.

Where the nature and urgency of the matter permit, the Client will be given a reasonable opportunity to comment or remedy the situation.

21.10 Blocking or removal in the event of violations

iM Group is entitled, to the extent legally permissible and proportionate, to temporarily restrict, block or make technically inaccessible content, access, services or individual functions if there are specific indications of a significant legal, security or contractual violation.

This may be necessary in particular in the event of:

- obviously unlawful content,
- significant infringements of third-party rights,
- malware,
- acute security threats,
- attacks on systems,
- sending spam,
- misuse,
- official or court orders,
- or significant threats to the infrastructure.

Where a less drastic measure is sufficient and technically reasonable, it should be given preference.

21.11 Immediate measures in the event of acute danger

In the event of acute security risks or other urgent dangers, iM Group is entitled to take necessary measures even without prior notice.

This applies in particular if an immediate response is required in order to:

- prevent damage to systems or data,
- stop attacks,
- protect third parties,
- contain significant security risks,
- or comply with legal or official requirements.

Where possible and legally permissible, the Client will subsequently be informed of the measure.

21.12 No entitlement to continued operation of unlawful or security-endangering content

The Client has no entitlement to content, applications or services continuing to be provided if their continued operation is legally impermissible or leads to a specific and significant security threat.

Mandatory statutory procedural and protective rights of the Client remain unaffected.

21.13 Cooperation in abuse and security cases

The Client is obliged to cooperate appropriately in the investigation of abuse, security or legal violations.

This may include in particular:

- providing necessary information,
- identifying affected user accounts,
- changing compromised access credentials,
- removing problematic content,
- installing necessary security updates,
- terminating abusive processes,
- or other technically necessary measures.

21.14 Costs due to violations caused by the Client

If iM Group incurs additional technical, organisational or administrative effort due to a legal, security or usage violation for which the Client is responsible, this may be charged separately to the extent legally permissible.

This may concern in particular:

- analysis of security incidents,
- handling of abuse reports,
- technical blocking measures,
- removal of malware,
- restoration of systems,
- additional administration,
- communication with third-party providers,
- or other necessary measures.

Unless otherwise agreed, charges are made according to the current price list of iM Group.

21.15 Indemnification against third-party claims

If claims are asserted against iM Group by third parties on account of content, data or use of the Client, the Client indemnifies iM Group, to the extent legally permissible, against justified third-party claims insofar as the underlying infringement is the responsibility of the Client.

This may also include necessary and legally reimbursable costs of legal defence.

Where legally and factually possible, iM Group will inform the Client of such claims and give it the opportunity to participate in the legal defence.

There is no obligation to indemnify insofar as iM Group itself is responsible for the violation concerned.

21.16 Official and court orders

iM Group is entitled and obliged to comply with lawful official or court orders.

Where such orders require the restriction, blocking, release, preservation or other handling of data or services, iM Group may carry out the necessary measures to the extent prescribed by law.

The Client will be informed insofar as this is legally permissible.

21.17 Changes to IP addresses, reputation and blocklists

The Client acknowledges that IP addresses, email systems and other technical resources may be added to external blocking, block or reputation lists as a result of misuse.

If the Client, or use for which it is responsible, has caused such an impairment, the analysis, clean-up or restoration effort required for this may be charged separately.

Successful or immediate removal from external blocking or reputation lists cannot be guaranteed, as these are managed by third parties.

21.18 Responsibility for users and access

The Client is also responsible for the use of the access assigned to it by employees, agents or other persons authorised by it, insofar as their conduct is attributable to its area of responsibility.

It must manage user rights appropriately and have access that is no longer required blocked or deleted without delay.

The provisions of section 16 on access credentials and IT security apply additionally.

21.19 Relationship to other provisions

The following provisions apply additionally:

- section 7 – Duties to cooperate,
- section 9 – Content and data provided by the Client,
- section 11 – General liability,
- section 15 – Availability and technical functionality,
- section 16 – Special obligations for IT and digital systems,
- and section 17 – Suspension of digital services in the event of late payment.

Where a more specific provision of this part is relevant, it takes precedence in the respective context.

21.20 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights, in particular consumer rights, data protection rights and mandatory requirements for hosting, platform or intermediary services, remain unaffected.

22. Resources, storage space and technical usage limits

The use of hosting, server, cloud and other online services of iM Group is governed by the respectively agreed technical performance features, capacities and usage limits.

The information in the respective offer, service description, order confirmation, a tariff or product description or other individual agreement is decisive in particular.

22.1 Agreed resources

Depending on the type of service, the following resources or usage limits in particular may be agreed:

- storage space,
- data volume,
- bandwidth,
- network traffic,
- processor performance,
- memory,
- number of databases,
- number of email mailboxes,
- number of domains or subdomains,

- number of user accounts,
- number of processes,
- number of connections,
- number of API calls,
- computing power,
- database performance,
- backup storage,
- and other technical resources.

There is only an entitlement to resources beyond this if expressly agreed.

22.2 Exceeding agreed usage limits

If agreed resources or usage limits are reached or exceeded, iM Group is entitled to inform the Client of this and to propose an adjustment of the service or tariff.

Depending on the technical design, exceeding them may in particular mean that:

- additional storage space becomes necessary,
- additional resources must be booked,
- individual functions are temporarily restricted,
- the service is technically throttled,
- additional costs arise,
- or a change to a more powerful tariff or another technical environment becomes necessary.

Where possible and reasonable, the Client will be informed before chargeable extensions.

22.3 No automatic extension without agreement

Exceeding an agreed limit does not automatically lead to a permanent free extension of the service.

Additional resources are only owed if expressly agreed or provided for under the contractual provisions.

If the Client requires additional capacities, these may be provided in accordance with the current price list of iM Group or an individual agreement.

22.4 Fair use provisions

Where a service is offered as "unlimited", "unrestricted" or with a comparable designation, this does not necessarily mean technically or economically completely unlimited use.

Unless expressly agreed otherwise, such statements are subject to reasonable, customary and contractual use within the meaning of a fair use principle.

Use is in particular no longer deemed reasonable if it:

- significantly and permanently exceeds the normal use of comparable customers,
- impairs the technical stability of shared systems,
- ties up disproportionately high resources,
- significantly impairs other users,
- or significantly exceeds the agreed nature of the service.

22.5 Measures in the event of exceptional load

If the Client's use causes an exceptionally high or technically problematic load, iM Group is entitled to take appropriate technical measures.

This may include in particular:

- throttling individual processes,
- limiting connections,
- restricting automated requests,
- limiting API access,
- temporary restriction of individual functions,
- rescheduling computing-intensive processes,
- or other technically suitable measures.

Where possible and reasonable, iM Group will inform the Client before such a measure.

In the event of acute threats to system stability or security, prior notice may be omitted.

22.6 Distinction from abusive use

Merely exceeding a technical limit does not automatically constitute abusive use.

However, if there is additionally use that is contrary to the contract, endangers security or is abusive, the provisions of section 21 apply additionally.

22.7 Additional resource requirements

If actual usage behaviour reveals a permanently higher resource requirement, iM Group may offer the Client a technical or tariff adjustment.

This may concern in particular:

- larger storage space,
- higher computing power,
- more memory,
- additional server resources,
- higher bandwidth,
- larger databases,
- additional backup capacities,
- or a dedicated technical environment.

Where the existing scope of services is objectively no longer sufficient for actual use, a changeover to a suitable technical solution may become necessary.

22.8 Costs of additional resources

Additional or extended resources may be charged separately.

Charges are made according to:

- the respective individual agreement,
- the agreed tariff,
- or the price list of iM Group valid at the time of the extension.

Where external third-party providers are involved, their respective costs may additionally be taken into account.

22.9 Technical protection limits

iM Group is entitled to use technical protection limits insofar as this is necessary to ensure:

- the stability of the systems,

- the security of the infrastructure,
- the functionality of other services,
- the integrity of data,
- or contractual use.

These may include in particular:

- storage limits,
- process limits,
- connection limits,
- email sending limits,
- API limits,
- file size limits,
- runtime limits,
- rate limits,
- or comparable technical restrictions.

22.10 No guarantee of permanently identical infrastructure

iM Group is not obliged to operate the underlying technical infrastructure permanently unchanged.

It is entitled to change or replace technical components, servers, platforms, data centres, operating systems, virtualisation technologies or other infrastructure, insofar as the agreed purpose of the service is not unreasonably impaired as a result.

The provisions of section 18.8 apply additionally.

22.11 Shared and dedicated infrastructure

Depending on the agreed product, services may be provided on shared or dedicated infrastructure.

With shared infrastructure, technical resources are distributed among several customers.

There is only an entitlement to exclusively reserved resources if expressly agreed.

22.12 Resource use by the Client's applications

The Client is responsible for ensuring that applications, scripts, plugins, databases or other software used by it do not use the resources provided in a manner outside the agreed scope of services.

This applies in particular in the event of:

- faulty infinite loops,
- excessive database queries,
- poorly optimised scripts,
- mass automated processes,
- permanently exceptionally high CPU or RAM usage,
- or comparable technical misloads.

Where this results in additional analysis, optimisation or administration effort, it may be charged separately.

22.13 No automatic optimisation obligation

iM Group is not obliged to automatically optimise applications, websites, scripts, databases or other software provided by the Client itself or by third parties for resource-saving use.

Corresponding analysis, optimisation or technical adjustment is only owed if expressly agreed.

22.14 Storage space and data clean-up

The Client is responsible for using the storage space provided to it within the agreed scope.

Where storage limits are reached, the Client may be obliged to remove data that is no longer required or to book additional capacity.

iM Group is generally not obliged to decide independently which customer data can be deleted or cleaned up.

22.15 Backup storage as a separate resource

Backup storage may be treated technically and contractually separately from regular storage space.

Where backup capacities are limited or remunerated separately, the agreed limits apply independently of regular storage space.

The general provisions on data backups in sections 16 and 18.7 remain unaffected.

22.16 Measures to protect other customers and systems

With shared infrastructure, iM Group may take measures if an individual use significantly impairs the stability, security or availability of other customers or systems.

This applies in particular in the event of:

- unusually high resource utilisation,
- faulty processes,
- security incidents,
- mass automated requests,
- or other exceptional technical loads.

The measure must be proportionate to the specific impairment.

22.17 Technical measurements and billing

Where remuneration or use depends on resources actually consumed, the measurement and usage data technically recorded by iM Group or the third-party provider used may serve as the basis for billing.

This may concern in particular:

- storage consumption,
- data traffic,
- computing power,
- runtimes,
- number of requests,
- number of messages,
- or other measurable technical resources.

In the event of specific doubts, the Client may request a comprehensible review of the billing basis, insofar as this is technically possible and feasible with reasonable effort.

22.18 No performance guarantee based on theoretical maximum values

Technical information on maximum possible bandwidth, computing power, data transfer or other theoretical performance values does not constitute a guarantee that these values will actually be achieved at all times.

Actual performance may be influenced in particular by:

- network utilisation,
- technical infrastructure,
- third-party providers,
- location,
- software configuration,
- type of application,
- simultaneous use,
- or other technical factors.

A guaranteed minimum performance is only owed if expressly agreed.

22.19 Relationship to other provisions

The following apply additionally in particular:

- section 4 – Prices,
- section 15 – Availability and technical functionality,
- section 16 – Special obligations and allocation of risk for IT systems,
- section 18 – Hosting, domains and online services,
- and section 21 – Responsibility for content and permitted use.

Where a more specific provision exists there, it takes precedence for the respective matter.

22.20 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights of the Client, in particular consumer rights, remain unaffected.

23. Release of data, data transfer and deletion after the end of the contract

After termination of a contract for hosting, server, cloud, email or other online services, the further handling of the data assigned to the Client is governed by the following provisions, unless a deviating individual agreement has been made or mandatory statutory provisions stand in the way.

23.1 Self-responsible data backup and data export before the end of the contract

The Client is obliged to independently back up, export or otherwise take over all data it requires in good time before the end of the contract.

This applies in particular to:

- website content,
- databases,
- email data,
- files,
- documents,
- images,
- configurations,
- user information,
- other stored content,
- and other data stocks relevant to the Client.

Insofar as this is part of the respective technical service and technically provided for, iM Group provides the Client

with the necessary technical access options, export functions or other suitable technical prerequisites so that the Client can back up or export its data itself before the end of the contract.

The Client is responsible for using these options in good time.

There is no entitlement for iM Group, without a separate order, to independently compile, prepare, convert, export or transfer all of the Client's data to another system, unless there is a mandatory legal obligation to do so.

If the technical export or access option provided is not used or not used in good time by the Client, the Client bears the resulting risk insofar as iM Group is not responsible for the non-use or a technical failure.

23.2 Technical provision of the export option

Where technically possible and provided for within the scope of the respective service, iM Group enables the Client to access its existing data before the end of the contract or provides a suitable option for backing it up or exporting it itself.

The specific technical implementation may take place in particular through:

- direct access to the respective system,
- download functions,
- export functions,
- database exports,
- file access,
- administrative access,
- email export options,
- or other technically suitable procedures.

iM Group generally owes the provision of a suitable technical option, but not automatically the personal performance of the complete export or migration by employees of iM Group.

Where a specific provision of data is prescribed by law, the corresponding statutory obligations remain unaffected.

23.3 Scope and format of the self-export option

Unless there is a deviating agreement or mandatory statutory requirement, the scope of the export option provided is determined by the respective technical platform and the functions available there.

An entitlement to individually requested:

- file formats,
- data structures,
- conversions,
- compilations,
- clean-ups,
- documentation,
- or adaptations to a specific third-party system

does not arise merely because the contract has ended.

Where technically customary export formats or access options are available, iM Group may refer the Client to their use.

23.4 Additional support by iM Group

If the Client wishes iM Group to carry out the data backup, export, preparation, transfer or migration in whole or in part for it, this is generally an additional service, unless it is already expressly part of the contract or mandatorily

owed by law.

This may include in particular:

- manual data exports,
- compilation of larger data stocks,
- database exports,
- individual conversions,
- preparation or structuring of data,
- restoration from backups,
- creation of special export packages,
- transfer to data carriers,
- migration to third-party systems,
- adaptation to a new target system,
- or other technical support services.

23.5 Remuneration for additional export and migration services

Additional services under section 23.4 may be charged separately insofar as legally permissible.

Remuneration is based on:

- an individual agreement,
- a separate offer,
- or the current price list of iM Group.

iM Group may make the performance of such an additional service conditional on an express order and, where permissible, on an agreed advance payment.

If the Client does not agree with the remuneration offered, there is generally no entitlement to the performance of this additional service.

This does not affect the Client's independent option of backing up or exporting its data itself via the technical functions provided to it.

Mandatory statutory rights to data provision or change of provider remain unaffected.

23.6 Consequences of failure to back up data

If the Client fails to back up or export its data in good time although a suitable technical option was available to it, there is generally no entitlement after the end of the contract for iM Group to continue to keep the data available free of charge or to reconstruct it subsequently for the Client.

Where data is still technically available after the end of the contract, subsequent restoration, compilation or release may cause additional effort and be remunerated separately, insofar as legally permissible.

After expiry of the agreed or reasonable retention or transition period, data may be deleted in accordance with the further provisions of this section.

23.7 Transition period after the end of the contract

Where technically possible and immediate deletion is not required, iM Group may keep customer data available for a reasonable transition period after the end of the contract.

There is only an entitlement to a specific or unlimited retention period if it has been expressly agreed.

iM Group is not obliged to provide storage space, server resources or other technical infrastructure permanently free of charge after the end of the contract.

23.8 Deletion after expiry of the transition period

After expiry of an agreed or reasonable transition period, iM Group is entitled to delete customer data that is no longer required, insofar as:

- there is no statutory retention obligation,
- there is no legal obligation to continue storage,
- and no deviating agreement has been made.

After deletion has taken place, there is generally no entitlement to restoration.

23.9 Backups and backup copies

For technical reasons, backups and backup copies may still exist in backup systems for a certain period.

There is only an entitlement to individual data being removed immediately from all backup states insofar as this is technically possible and legally required.

Conversely, after the end of the contract there is no entitlement to data being restorable merely because backup copies may still exist.

Restoration from backups is only owed if expressly agreed or required by law.

23.10 Statutory retention obligations

Certain data may continue to be stored after the end of the contract if statutory retention, evidence or documentation obligations exist.

This may concern in particular:

- invoice data,
- contract data,
- documents relevant for tax purposes,
- business correspondence,
- evidence data,
- or other information that must be retained by law.

Such data is retained in accordance with the statutory requirements and deleted once the retention obligation no longer applies.

23.11 Data not collected or not taken over

If the Client fails, despite a reasonable opportunity, to back up or retrieve its data or to arrange a handover in good time, there is no entitlement to unlimited further storage.

iM Group is not obliged to continue to keep data available permanently merely because the Client failed to take it over in good time.

Additional retention, storage or restoration services may be remunerated separately.

23.12 Access to data after the end of the contract

After the end of the contract, technical access to hosting, server, email or other online services may be terminated.

There is no entitlement to continued direct access to production systems.

Where a release or handover of data has been agreed, it may also take place via separate export files, data carriers, download options or other suitable handover channels.

23.13 Security and data protection requirements

When releasing, transferring, storing and deleting data, the applicable data protection and security requirements must be observed.

iM Group is entitled to take reasonable measures to verify identity or authorisation before releasing sensitive data.

This applies in particular to:

- administrator access,
- personal data,
- access credentials,
- email data,
- business data,
- or other particularly sensitive information.

23.14 Third-party data

Where data of third parties is concerned, the Client must ensure that it is entitled to release, transfer or further process this data.

iM Group is not obliged to release data to unauthorised persons or new service providers without an appropriate legal basis.

23.15 Costs of additional retention

If the Client wishes data, backups or other technical stocks to be retained beyond the end of the contract, a separate agreement is required for this.

Additional storage, backup, administration or infrastructure costs may be charged separately.

23.16 No unlimited restoration obligation

After the end of the contract, iM Group has no obligation to keep data permanently restorable.

This applies in particular after the expiry of agreed:

- backup periods,
- retention periods,
- transition periods,
- or deletion periods.

Data restoration is only possible insofar as the corresponding data is still technically available and usable.

23.17 Relationship to other provisions

The following apply additionally in particular:

- section 16 – Data backup and IT responsibility,
- section 18 – Hosting, domains and online services,
- section 19 – Domain registration and change of provider,
- and section 20 – Term and termination.

Where more specific provisions exist there, they take precedence for the respective matter.

23.18 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights of the Client, in particular data protection rights, consumer rights and statutory claims to release, portability or deletion, remain unaffected.

PART E – Assembly, installation, repair and work services

24. Scope for assembly, installation, repair and work services

The following provisions of this part apply additionally to all assembly, installation, repair, maintenance, servicing and other work or technical on-site services of iM Group.

These may include in particular:

- assembly work,
- installation work,
- technical fitting work,
- dismantling work,
- conversion and adaptation work,
- repairs,
- restorations,
- maintenance work,
- inspection work,
- testing and diagnostic work,
- replacement of parts or components,
- cabling work,
- connection work,
- commissioning,
- configurations in connection with technical installations,
- retrofitting,
- extensions of existing installations,
- technical service assignments,
- troubleshooting and fault clearance,
- work on IT, network, communication, media, security or other technical systems,
- work on existing technical facilities of the Client,
- and other comparable craft, technical or work-contract services.

The general provisions of Part A apply additionally.

Where a service additionally includes IT, software, hosting, domain, media, web design or other digital or creative service components, the respective relevant special provisions of these GTC apply additionally and side by side.

24.1 Decisive scope of services

The nature and scope of the respective assembly, installation, repair or work service owed result in particular from:

- the offer,
- the order confirmation,
- a service description,
- a bill of quantities,
- technical documentation,

- an expressly agreed plan,
- or another individual agreement.

Only the services expressly agreed or objectively necessary for the proper execution of the agreed main service are owed.

Additional work or work that only becomes apparent during execution is governed by the special provisions of this part and the general price and service provisions of these GTC.

24.2 Work, service, sales and mixed services

Depending on the type of order, individual services may be legally classified in particular as:

- a work service,
- a service,
- a sale,
- delivery with assembly,
- a repair service,
- a maintenance service,
- or a mixed service.

The legal classification is based on the actually agreed content of the service and the statutory provisions.

The designation of a service within an offer or these GTC alone does not change its statutory legal classification.

24.3 Delivery of materials and components

Where iM Group supplies materials, equipment, parts, components or other goods in connection with assembly, installation or work services, the provisions of this part also apply to their installation, connection or other processing.

For the delivery itself, the relevant sales law and other statutory provisions apply additionally.

Where delivery and assembly constitute a uniform overall service, the legal treatment is based on the respective subject matter of the contract and the mandatory statutory provisions.

24.4 Work on existing installations and systems

If work is carried out on existing installations, fittings, devices, lines, systems or other facilities of the Client, the responsibility of iM Group generally only extends to the expressly commissioned service area.

Taking on a repair, modification, extension or maintenance does not automatically mean that iM Group checks the entire existing installation for all possible defects, safety risks or technical deviations.

Where significant problems are identified that are recognisable during proper performance of the commissioned work, iM Group will inform the Client of them insofar as this is necessary and reasonable given the nature and scope of the order.

Further inspection or elimination of such problems is only owed if expressly commissioned or strictly necessary for the safe and professional performance of the agreed service.

24.5 No responsibility for other trades not worked on

By performing its own services, iM Group generally assumes no responsibility for the services of other trades, companies or other third parties.

This applies in particular to:

- existing electrical installations,

- cable routes,
- substrates,
- building structures,
- seals,
- network or communication infrastructure,
- third-party cabling,
- devices already installed,
- pre-installations,
- or other preceding or adjacent third-party services,

insofar as these are not expressly the subject of the order placed with iM Group.

If it turns out that a third-party service impairs proper execution, the provisions on cooperation, preceding trades, additional work and postponements apply in particular.

24.6 Execution in accordance with professional and technical requirements

iM Group performs the agreed services in accordance with the professional, technical and legal requirements relevant to the respective order.

In doing so, the following in particular may have to be taken into account:

- manufacturer's specifications,
- technical regulations,
- safety requirements,
- assembly and processing specifications,
- statutory provisions,
- official requirements,
- and the recognised rules of technology relevant to the specific service.

If the Client requests execution that violates mandatory legal, technical or safety-related requirements, iM Group is not obliged to carry out this instruction.

24.7 Technically necessary deviations

During execution, it may turn out that it is necessary to deviate from an originally planned technical implementation.

This may be necessary in particular due to:

- actual structural conditions,
- routes of lines or installations not previously recognisable,
- changed manufacturer requirements,
- technical obstacles,
- safety-related requirements,
- actual dimensions,
- availability of materials,
- or other circumstances only recognisable during execution.

Where the deviation is necessary for professional execution and does not significantly change the agreed purpose of the contract, iM Group may adapt the technical execution accordingly.

If such an adaptation leads to considerable additional effort, additional costs or a significant change in the subject

matter of the contract, the Client will be consulted in accordance with the provisions on additional work and supplements.

24.8 No obligation to perform unsuitable or unsafe work

iM Group is entitled to refuse or suspend the commencement or continuation of work if, in its professional assessment, execution would be:

- legally impermissible,
- a safety hazard,
- technically unprofessional,
- associated with considerable danger to persons or property,
- not properly possible due to unsuitable preliminary work,
- or incompatible with the relevant manufacturer or processing specifications.

iM Group will inform the Client of the reason, insofar as this is possible and reasonable.

Resulting postponements and additional expenses are governed by the general provisions of these GTC, insofar as the cause is not the responsibility of iM Group.

24.9 Place of performance and local prerequisites

The Client must ensure that the agreed place of performance is accessible and suitable for the work at the scheduled time in accordance with the requirements of section 7 and the special provisions of this part.

This includes in particular that the necessary work, assembly and access areas are:

- reachable,
- sufficiently cleared,
- safely usable,
- and free of avoidable obstructions.

Where necessary, electricity, construction power, water, construction water, network, internet or other agreed infrastructure must be available.

24.10 Several places of performance

If an order includes services at several locations, buildings, installations or other places of performance, these may be treated as separate execution sections.

Additional journeys, set-up times, transport services or other location-related expenses may be charged separately in accordance with the offer or the current price list of iM Group.

24.11 Partial and section services

Where the nature and scope of the order permit, the service may be performed in technically or organisationally sensible sections.

Individual sections of the service may in particular be separately:

- performed,
- documented,
- invoiced,
- inspected,
- or accepted,

insofar as this has been agreed or objectively results from the nature of the project.

24.12 Dependence on deliveries and materials

Assembly, installation and work services may depend on the timely availability of certain materials, equipment, spare parts or other components.

If there are delays at suppliers or manufacturers for which iM Group is not responsible, the provisions of section 6 apply accordingly.

Where suitable equivalent alternatives are available, these may be used after consultation with the Client, provided this does not significantly impair the agreed purpose of the service.

24.13 Special requirements of the place of performance

Special requirements of the place of performance that were not known or recognisable when the contract was concluded may cause additional effort.

This may concern in particular:

- difficult accessibility,
- special heights,
- scaffolding or lifting equipment,
- special protective measures,
- fire protection requirements,
- dust or dirt protection,
- security areas,
- access controls,
- site inductions,
- special working time restrictions,
- or comparable local requirements.

Insofar as such requirements are not part of the agreed scope of services, resulting additional services and costs may be charged separately.

24.14 Documentation

Special technical documentation, as-built documentation, photo documentation, measurement documentation, logging or other detailed documentation is only owed if expressly agreed or mandatory by law.

Customary evidence or documents that are mandatorily part of the service owed remain unaffected.

Additional documentation services may be charged separately.

24.15 Relationship to other provisions

The following apply additionally in particular:

- section 3 – General scope of services,
- section 4 – Prices,
- section 6 – Dates, deadlines, other trades and weather-dependent execution,
- section 7 – Client's duties to cooperate,
- section 8 – Use of subcontractors and third-party companies,
- section 9 – Materials and equipment provided by the Client,
- section 10 – Warranty and rights in respect of defects,
- and section 11 – General liability.

Where subsequent provisions of this part govern a matter more specifically, they take precedence within their

respective scope.

24.16 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights of the Client, in particular consumer rights and mandatory provisions of the law on work, sales or service contracts, remain unaffected.

25. Additional work, supplements and unforeseeable circumstances

If, during preparation, execution, dismantling, opening, inspection, assembly, installation, repair, maintenance or other processing, it turns out that additional work is required that was not recognisable when the contract was concluded or the offer was prepared, or that was not part of the agreed scope of services, this is generally deemed additional services.

This applies in particular in the event of unforeseeable factual, technical, structural or organisational circumstances.

25.1 Typical unforeseeable circumstances

Unforeseeable circumstances or circumstances only recognisable during execution may include in particular:

- hidden damage,
- hidden lines,
- undocumented installations,
- deviating cable routes,
- unsuitable substrates,
- damaged components,
- corroded or worn components,
- invisible fixings,
- missing or unsuitable connection points,
- deviating dimensions,
- preliminary work not carried out professionally,
- existing defects of other trades,
- lack of load-bearing capacity,
- moisture or other structural impairments,
- incompatible technical systems,
- unforeseen safety risks,
- missing or incorrect documentation,
- and other obstacles only recognisable during actual execution.

25.2 Additional services

Services that become additionally necessary due to such circumstances are not covered by the originally agreed price, unless expressly agreed otherwise.

These may include in particular:

- additional working time,
- additional materials,
- additional equipment,
- spare parts,

- dismantling or exposure work,
- adaptation work,
- additional fixings,
- laying of lines,
- rework,
- repair of existing damage,
- additional inspections,
- technical rescheduling,
- repeat journeys,
- waiting times,
- scaffolding, lifting or access equipment,
- protective measures,
- and services of third-party companies.

25.3 Information and coordination

Where coordination before carrying out additional work is possible and reasonable, iM Group will inform the Client of the recognisable additional effort.

The information may include in particular details of:

- the type of additional work,
- the expected additional effort,
- additional materials,
- possible postponements,
- and expected additional costs.

Coordination may take place in text form, orally, by telephone or in any other clear manner.

25.4 Supplements and additional orders

Where the additional work significantly extends the originally agreed scope of services or leads to considerable additional costs, iM Group may request a supplement or a separate order.

iM Group is entitled to suspend the work concerned until clarification or order, insofar as continuation without an additional agreement is not appropriate or economically reasonable.

Resulting postponements are governed by section 6 of these GTC.

25.5 Minor necessary additional work

Minor additional work that is necessary for proper completion and whose prior coordination would be disproportionate to the effort may be carried out to a reasonable extent and charged separately, insofar as legally permissible.

This applies in particular to minor additional materials, fasteners, connecting elements, minor adjustments or other customary ancillary work.

Charges are based on the actual effort and the current price list of iM Group, unless otherwise agreed.

25.6 Immediate measures to prevent damage or avert danger

If, during the work, iM Group identifies a condition in which considerable damage, safety risks or dangers to persons, property, systems or installations may arise without immediate measures, it is entitled to take technically necessary and proportionate immediate measures.

This may be necessary in particular to:

- avoid further damage,
- secure exposed lines or components,
- secure dangerous areas,
- shut down endangered systems,
- protect against electrical, water or other hazards,
- or prevent immediate consequential damage.

Where possible, the Client will be informed before execution.

If prior coordination is not possible due to urgency, the Client will subsequently be informed of the measure and the effort incurred.

25.7 No obligation to continue in the event of unclarified additional effort

iM Group is not obliged to continue work if it turns out that considerable additional services are required for this and no agreement has yet been reached on their performance, remuneration or technical implementation.

This applies in particular if continuation would be:

- technically pointless,
- questionable in terms of safety,
- economically unreasonable,
- or not professionally possible without additional services.

25.8 Additional costs

Additional services and expenses may be charged separately.

These include in particular:

- working time,
- material,
- travel costs,
- waiting times,
- rescheduling,
- technical inspection,
- diagnosis,
- additional equipment,
- lifting or access equipment,
- disposal,
- storage,
- transport,
- and costs of third-party companies.

Charges are made according to an individual agreement, a supplementary offer or the current price list of iM Group.

25.9 Consequences for dates

Additional work, supplements and unforeseeable circumstances may lead to an extension of the execution time.

Affected interim, completion and other dates are postponed appropriately.

If rescheduling is required due to the delay, the provisions of section 6.2 apply accordingly.

25.10 Consequences for materials and deliveries

If additional or different materials, equipment or spare parts are required due to unforeseeable circumstances, execution may be delayed until they have been procured.

Where the required materials or components must first be ordered, the actual delivery times and the provisions on delays for which iM Group is not responsible apply additionally.

25.11 Changes by the Client

If the Client requests changes, extensions or additional services during execution, these are also deemed a supplement or additional order.

This applies in particular in the event of:

- changed technical specifications,
- additional installations,
- changed materials,
- changed positions,
- additional devices,
- extension of the original scope of services,
- or changes to work already carried out.

Additional effort is charged separately.

25.12 Standstill and redeployment

If work has to be interrupted due to an unclarified supplement, missing approvals or other circumstances for which the Client is responsible, resulting waiting times, repeat journeys, set-up times and other additional expenses may be charged separately.

There is no entitlement to immediate resumption after approval.

Work is resumed at the next available date.

25.13 No automatic cost ceiling

Where no binding fixed price or expressly agreed cost ceiling exists for additional work, invoicing is based on the effort actually required.

A fixed price originally agreed for the main service does not automatically limit the remuneration for additional services subsequently required or commissioned.

25.14 Relationship to cost estimates

Where a cost estimate has been prepared, it only applies to the circumstances recognisable and assumed at the time it was prepared.

If additional or deviating circumstances become apparent during execution, this may result in additional costs.

Where a significant overrun of the cost estimate becomes foreseeable, iM Group will inform the Client in accordance with the statutory requirements.

25.15 Work at express request despite notice

If iM Group points out to the Client that a certain execution requested by the Client is technically unsuitable, associated with increased risk or only of limited use, and the Client nevertheless insists on the execution, iM Group may only carry it out insofar as it remains justifiable from a legal, technical and safety perspective.

Where the Client, despite a clear notice, expressly demands a justifiable but professionally not recommended variant, the Client itself bears the resulting risks insofar as they are based on this instruction.

Mandatory statutory liability and warranty rights remain unaffected.

25.16 Documentation of additional services

iM Group is entitled to record additional work and unforeseeable circumstances in particular by means of:

- work reports,
- photos,
- videos,
- measured values,
- logs,
- material records,
- or other suitable documentation.

Special documentation is only owed if expressly agreed or required by law.

25.17 Relationship to other provisions

The following apply additionally in particular:

- section 3 – General scope of services,
- section 4 – Prices,
- section 6 – Dates and deadlines,
- section 7 – Duties to cooperate,
- section 9 – Materials and equipment provided,
- and section 24 – Assembly, installation, repair and work services.

Where a more specific provision of this part is relevant, it takes precedence for the respective matter.

25.18 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights of the Client, in particular consumer rights and mandatory provisions of the law on work contracts, remain unaffected.

26. Special duties to cooperate for on-site, assembly, installation and work services

For on-site, assembly, installation, repair, maintenance and other work services, the Client is obliged to create all prerequisites necessary for safe, proper and as trouble-free as possible performance of services.

The general duties to cooperate under section 7 apply additionally.

26.1 Access to the place of performance

The Client must ensure that the agreed place of performance is accessible in good time and without restriction at the scheduled time.

This includes in particular that the following are accessible for performance of the services:

- buildings,
- rooms,
- installations,
- technical areas,

- properties,
- construction sites,
- driveways,
- access routes,
- stairwells,
- lifts,
- roof areas,
- basements,
- plant rooms,
- or other required areas.

Where keys, access cards, codes, transponders, approvals or other means of access are required, these must be provided in good time.

26.2 Clearing and preparing the work area

The Client must clear the area required for the work in good time and prepare it so that the work can be carried out without avoidable obstruction.

This may include in particular:

- removing furniture,
- removing personal belongings,
- keeping assembly surfaces clear,
- keeping cable routes clear,
- access to distribution boards or technical cabinets,
- removing packaging or other obstacles,
- and providing suitable work surfaces.

Where iM Group is to take on necessary clearing, protection or preparation work, this may be charged separately.

26.3 Protection of sensitive objects and areas

The Client is generally responsible for securing or removing particularly sensitive, valuable or vulnerable objects in the work area before the work begins.

This concerns in particular:

- furniture,
- works of art,
- electronic devices,
- data carriers,
- sensitive surfaces,
- glass surfaces,
- plants,
- vehicles,
- personal belongings,
- and other easily damaged items.

Where special protective measures by iM Group are requested or required and go beyond the usual extent, they may be charged separately.

26.4 Electricity, construction power, water and other infrastructure

Insofar as necessary for the specific service, the Client must provide suitable infrastructural prerequisites.

These may include in particular:

- power connections,
- construction power,
- water,
- construction water,
- network connections,
- internet access,
- lighting,
- suitable connection options,
- and other technical infrastructure.

The infrastructure provided must be suitable, safe and functional for the intended use.

If the required infrastructure is not available or not usable, resulting waiting times, additional work, technical substitute measures or repeat journeys may be charged separately.

26.5 Shutdowns and approvals

Where shutdowns, approvals or blocks are required to carry out the work, the Client must enable them in good time or arrange them itself, unless this is expressly part of the scope of services of iM Group.

This may concern in particular:

- electrical circuits,
- water pipes,
- heating systems,
- network connections,
- servers,
- technical installations,
- machines,
- security systems,
- production areas,
- or other affected systems.

The Client is responsible for informing affected users, employees, tenants, operators or other parties of necessary shutdowns or restrictions in good time, insofar as this lies within its area of responsibility.

26.6 Permits and consents

The Client must obtain all required consents, approvals and permits in good time, unless their procurement has been expressly undertaken by iM Group.

This concerns in particular consents from:

- owners,
- landlords,
- property management,
- operators,
- building owners,

- authorities,
- security officers,
- facility management,
- or other authorised bodies.

Missing permits or approvals may lead to the work being suspended.

26.7 On-site contact person

Where necessary, the Client must name a contact person who is reachable and has sufficient decision-making authority.

This contact person should in particular be authorised to:

- provide access,
- answer technical questions,
- give approvals,
- agree positions or execution details,
- confirm additional work,
- or make other decisions necessary for the project workflow.

If a required contact person is absent and the work therefore cannot be continued or only to a limited extent, the provisions on waiting times and postponements apply.

26.8 Site, operational and safety regulations

The Client must inform iM Group in good time of any special requirements applicable at the place of performance, such as:

- safety regulations,
- operating regulations,
- site regulations,
- access rules,
- fire protection requirements,
- hygiene regulations,
- obligations to wear protective clothing,
- reporting obligations,
- or other special requirements.

Required inductions must be made possible in good time.

Where special personal protective equipment, permits, training or other additional measures are required that were not known when the contract was concluded, this may result in additional effort.

26.9 Danger points and special risks

Before the work begins, the Client must inform iM Group of known special dangers or risks at the place of performance.

This may concern in particular:

- hidden lines,
- high voltage,
- gas pipes,

- water pipes,
- materials contaminated with pollutants,
- suspected asbestos,
- structural risks,
- fall hazards,
- potentially explosive areas,
- dangerous machines,
- biological or chemical hazards,
- or other special risks.

If such dangers only become known during the work, iM Group is entitled to suspend the work until they have been professionally clarified or secured.

26.10 Line, installation and as-built plans

Where available and relevant to the work, the Client must provide existing:

- line plans,
- as-built plans,
- electrical plans,
- network plans,
- installation plans,
- building plans,
- revision documents,
- or other technical documentation

in good time.

iM Group may generally assume that documents provided are correct, unless there are recognisable doubts.

Actual conditions that are undocumented or deviate from the documents may cause additional effort and postponements.

26.11 Lifting, access and working equipment

Where special access equipment is required for the service, it must be clarified who provides it.

This may concern in particular:

- ladders,
- scaffolding,
- work platforms,
- aerial lifts,
- cranes,
- hoists,
- access systems,
- or other special equipment.

If its provision is not expressly part of the service of iM Group, the Client must provide it in good time and in suitable condition or commission iM Group to provide it separately.

26.12 Access, parking, loading and unloading

Where possible and necessary, the Client must ensure suitable access, loading and unloading facilities at the place of performance.

If any of the following are required, the Client must point this out in good time:

- access permits,
- parking permits,
- loading zones,
- site access routes,
- special permits,
- or other organisational measures.

Additional parking, access, toll, permit or other location-related costs may be charged separately insofar as they are not expressly included in the price.

26.13 Other trades and other persons

The Client must ensure that other trades, companies or persons do not avoidably obstruct the work of iM Group.

In particular, the Client is responsible for ensuring that required preceding trades are completed and affected work areas are available in accordance with section 6.3.

iM Group is not obliged to carry out its work in parallel with other trades if this may result in obstructions, safety risks, quality problems or delays.

26.14 Presence of the Client at scheduled times

If the presence of the Client or an authorised representative is required for a service, they must be available at the agreed time.

If a service cannot be performed due to absence, missing approval or impossibility of granting access, the following in particular may be charged separately:

- travel costs,
- working time,
- waiting times,
- set-up times,
- scheduling,
- and a necessary repeat assignment.

26.15 Interruptions by the Client

If the service is interrupted at the request of the Client or due to a circumstance for which the Client is responsible, the resulting additional expenses may be charged separately.

This may concern in particular:

- waiting times,
- repeat journeys,
- set-up and dismantling times,
- storage,
- rescheduling,
- provision of materials,
- or setting up the work area again.

Work is resumed at the next available date.

26.16 Working hours and access restrictions

Where work may only be carried out within certain time windows, outside regular business hours or under special access conditions, iM Group must be informed of this before the contract is concluded or in good time before deployment planning.

Additional costs due to:

- night work,
- weekend work,
- public holiday work,
- restricted time windows,
- waiting times,
- or special operational access rules

may be charged in accordance with section 4 or the current price list of iM Group.

26.17 Cleanliness and customary work residues

After completion of the work, iM Group will leave the immediate work area in the customary condition.

Special basic, construction, fine or specialist cleaning is only owed if expressly agreed.

Customary, unavoidable and minor work residues resulting from the nature of the agreed work do not give rise to any claim to free cleaning services beyond the customary extent.

26.18 Disposal

The disposal of removed materials, packaging, old devices, components or other waste is only owed insofar as expressly agreed or necessarily resulting from the agreed service.

Additional disposal, transport or certification costs may be charged separately.

Special statutory disposal obligations remain unaffected.

26.19 Consequences of missing or late cooperation

If the Client does not fulfil a duty to cooperate required under this section, or not completely or not in good time, iM Group is entitled to suspend or not commence the work to the extent necessary.

Resulting:

- waiting times,
- additional work,
- unsuccessful journeys,
- postponements,
- rescheduling,
- material or storage costs,
- third-party costs,
- and other additional expenses

may be charged separately insofar as the Client is responsible for them.

26.20 No obligation to keep capacities available

If a planned assignment is not carried out, or not completely, due to missing cooperation by the Client, iM Group is

not obliged to continue to keep the personnel, technical or organisational capacities intended for it available.

Rescheduling takes place in accordance with section 6.2 at the next available date.

26.21 Relationship to other provisions

The following apply additionally in particular:

- section 6 – Dates, deadlines, other trades and weather-dependent execution,
- section 7 – General duties to cooperate,
- section 9 – Materials and equipment provided,
- section 24 – Scope of assembly and work services,
- and section 25 – Additional work, supplements and unforeseeable circumstances.

26.22 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights of the Client, in particular consumer rights and mandatory provisions of the law on work contracts, remain unaffected.

27. Acceptance of work services

Where the service owed by iM Group is subject to acceptance under the statutory provisions or the contractual agreement, the following provisions apply additionally.

Otherwise, acceptance is governed by the statutory provisions.

27.1 Readiness for acceptance

A service is ready for acceptance when it has been completed essentially in accordance with the contract and the Client can use or test it as intended.

Minor outstanding work or minor defects generally do not prevent acceptance, provided the statutory requirements are met.

27.2 Request for acceptance

iM Group may request the Client to accept the service subject to acceptance after its completion.

The request may be made in particular:

- in text form,
- by email,
- in the course of a handover or acceptance appointment,
- by sending an acceptance report,
- or in any other clear manner.

27.3 Carrying out acceptance

Acceptance may take place in particular by:

- an express declaration of acceptance,
- signing an acceptance report,
- confirmation by email or other text form,
- or other clear conduct indicating that the Client acknowledges the service as essentially in accordance with the contract.

Mandatory statutory requirements remain unaffected.

27.4 Acceptance report

Where a joint acceptance appointment takes place, identified defects, outstanding work or other findings may be documented in an acceptance report.

The inclusion of a defect or outstanding work in an acceptance report does not automatically mean that acceptance can be refused as a whole.

The decisive factor is whether, under the statutory provisions, there is a defect entitling refusal of acceptance.

27.5 Minor defects

Acceptance may not be refused on account of minor defects, insofar as provided for by law.

Such defects are dealt with within the scope of the statutory rights in respect of defects or the agreed supplementary performance.

27.6 Justified refusal of acceptance

If the Client refuses acceptance, it must name the relevant defects or other reasons as specifically as possible.

General or incomprehensible complaints are not sufficient insofar as the specific defect can be described in more detail.

The statutory rights of the Client remain unaffected.

27.7 Client's opportunities for inspection

The Client is given the opportunity, to the extent necessary and reasonable, to inspect the completed service before acceptance.

In doing so, it must cooperate appropriately and provide the necessary access, test conditions, contact persons or other prerequisites.

Insofar as the inspection cannot be carried out due to missing cooperation by the Client, the general provisions on default of cooperation and postponements apply accordingly.

27.8 Acceptance period after request

If iM Group requests the Client to accept the service after completion, the Client must inspect the service within a reasonable period and either accept it or name specific defects.

The length of the reasonable period depends in particular on the nature, scope and complexity of the respective service.

Where mandatory statutory requirements for deemed acceptance or specific notification obligations apply, these must be complied with.

27.9 Statutory deemed acceptance

Where the statutory requirements are met, a service may be deemed accepted if iM Group has set the Client a reasonable period for acceptance after completion and the Client does not refuse acceptance within this period stating at least one defect.

Towards consumers, this only applies if the respectively legally required notices have also been properly given.

27.10 Use of the service

The mere use of a service does not automatically lead to acceptance in every case.

However, where the Client uses a completed service permanently or productively as intended and the conduct can be understood in the circumstances as approval of the service, this may constitute acceptance in accordance with the statutory provisions.

Purely test, trial or provisional use must be distinguished from this.

27.11 Partial acceptances

Where services are performed in separable sections that can be inspected or used independently, partial acceptances may be agreed or carried out.

This may concern in particular:

- individual construction or assembly sections,
- individual rooms or areas,
- individual technical installations,
- individual fittings,
- sub-projects,
- or other technically separable service components.

A partial acceptance relates exclusively to the respective section of the service accepted.

27.12 Acceptance at several places of performance

If services are performed at several locations, buildings or other places of performance, acceptance may take place separately for each place of performance or section of the service.

27.13 Acceptance after rectification

If acceptance was justifiably refused due to a material defect and this defect has been remedied, iM Group may request the Client again to accept.

The renewed inspection may concentrate on the rectified service areas or those affected by it, insofar as a more extensive overall inspection is not necessary given the nature of the defect.

27.14 Outstanding work after acceptance

If minor outstanding work or minor defects remain after acceptance, these must be completed within a reasonable period insofar as they are owed by iM Group.

Acceptance is not retroactively cancelled as a result.

27.15 Consequences of acceptance

Upon acceptance, the statutory legal consequences of acceptance take effect.

This may concern in particular:

- maturity of a claim for remuneration for work, insofar as the statutory requirements are met,
- transfer of risk in accordance with the law,
- commencement of certain limitation periods,
- and the further handling of known defects in accordance with the statutory provisions.

27.16 Reservation of known defects

If the Client is aware of defects at the time of acceptance, the statutory provisions on reservations and rights in respect of defects remain unaffected.

The Client should record known defects in the acceptance report or in other text form where possible.

27.17 Delayed acceptance

If the Client delays acceptance without justified reason despite readiness for acceptance and a proper request, the statutory rights of iM Group remain unaffected.

Resulting additional expenses may be charged separately insofar as the Client is responsible for them and they are legally reimbursable.

This may concern in particular:

- additional acceptance appointments,
- repeat journeys,
- waiting times,
- additional inspections,
- provision of personnel,
- or other organisational effort.

27.18 No acceptance for pure services

Where an order or service component does not legally constitute a work service subject to acceptance, the acceptance provisions of this section only apply if the parties have expressly agreed on acceptance.

27.19 Relationship to warranty

Acceptance does not exclude statutory rights in respect of defects.

For defects, the provisions of section 10 – Warranty and rights in respect of defects apply additionally.

27.20 Relationship to other provisions

The following apply additionally in particular:

- section 5 – Terms of payment,
- section 7 – Duties to cooperate,
- section 24 – Assembly, installation, repair and work services,
- section 25 – Additional work and supplements,
- and section 26 – Special duties to cooperate for on-site services.

27.21 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights of the Client, in particular consumer rights and mandatory provisions of the law on work contracts, remain unaffected.

28. Retention of title to goods, materials and installed components

Where iM Group supplies goods, equipment, materials, parts, components or other movable items to the Client in connection with an order, these remain the property of iM Group until full payment of the remuneration owed for them, insofar as legally permissible.

The retention of title applies in addition to the other payment and security rights of iM Group.

28.1 Scope of the retention of title

The retention of title applies in particular to:

- technical devices,
- IT hardware,
- network components,
- cameras,
- sensors,

- control devices,
- cables,
- brackets,
- fastening materials,
- spare parts,
- other components,
- consumables,
- and other movable items supplied,

insofar as a retention of title can legally be effectively agreed for these items.

28.2 Transfer of ownership after full payment

Ownership of the items subject to retention of title only passes to the Client upon full payment of the remuneration owed for them.

Where several services or items are invoiced together, the transfer of ownership is based on full settlement of the claim to which the respective item is economically allocated, insofar as legally permissible.

28.3 Use before full payment

The Client may use items subject to retention of title within the scope of the agreed purpose of the contract, unless otherwise agreed.

Sale, pledging, transfer by way of security or any other disposal in favour of third parties before full transfer of ownership is only permitted insofar as permitted by law or expressly approved by iM Group.

28.4 Seizures and access by third parties

If items subject to retention of title are seized, confiscated or otherwise encumbered with rights by third parties, the Client must inform iM Group without delay.

The Client must, where possible, inform the third party that the item concerned is the property of iM Group.

28.5 Protection and careful handling

Until full transfer of ownership, the Client must handle items subject to retention of title appropriately and protect them against avoidable damage, loss or unauthorised access.

Where special maintenance, care or security measures are required, the agreements made for this remain unaffected.

28.6 Permanently connected or installed components

If materials, equipment or components supplied are connected to a building, property, technical installation or other item in the course of an assembly, installation or work service, the allocation of ownership is governed by the statutory provisions.

Insofar as the ownership of iM Group lapses by law as a result of the connection or passes to the owner of the property or item, iM Group's claim to remuneration remains unaffected.

28.7 No removal solely for security without legal basis

iM Group is not entitled to remove or dismantle on its own authority components that are permanently installed or legally connected to the property or building solely on the basis of the retention of title, insofar as there is no statutory or contractual legal basis for this.

Further statutory security and retention rights remain unaffected.

28.8 Return of items not permanently connected in the event of default in payment

If the Client is in default of payment and the statutory requirements are met, iM Group may demand the return of items still owned by it that are not permanently connected.

Asserting the retention of title is not automatically deemed withdrawal from the contract, unless iM Group expressly declares withdrawal or this results from the statutory circumstances.

28.9 Costs of taking back

Where taking back becomes necessary due to default in payment for which the Client is responsible, the necessary and legally reimbursable costs incurred may be charged to the Client.

This may concern in particular:

- removal costs, insofar as legally and technically permissible,
- transport costs,
- packaging costs,
- storage costs,
- and other necessary costs of taking back.

28.10 Processing, combination or mixing

If items subject to retention of title are processed, combined or mixed with other items before full payment, the allocation of ownership is governed by the statutory provisions.

A more extensive security agreement only applies insofar as it has been expressly agreed and is legally permissible.

28.11 Business customers

Towards entrepreneurs, more extensive retention of title provisions may additionally be agreed individually or in special contractual terms.

This may concern in particular an extended or prolonged retention of title.

28.12 Consumers

Towards consumers, the mandatory statutory provisions apply.

There is no unreasonable extension of the retention of title.

28.13 Relationship to other provisions

The following apply additionally in particular:

- section 4 – Prices,
- section 5 – Terms of payment,
- section 17 – Suspension of digital services in the event of late payment,
- section 24 – Assembly, installation, repair and work services,
- and section 25 – Additional work and supplements.

28.14 Mandatory statutory rights

All provisions of this section only apply to the extent permitted by law.

Mandatory statutory rights of the Client remain unaffected.

PART F – Special provisions for consumers

29. Special provisions for consumers

The following provisions of this part apply additionally to contracts between iM Group and clients who are consumers within the meaning of the statutory provisions.

A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession.

29.1 Relationship to the other GTC

The other provisions of these General Terms and Conditions also apply to consumers insofar as they can be effectively agreed under the statutory provisions.

Where a provision of these GTC is incompatible with mandatory statutory consumer protection provisions, the mandatory statutory provision takes precedence.

The validity of the remaining provisions remains unaffected, insofar as legally permissible.

29.2 Precedence of mandatory consumer rights

Mandatory statutory rights of consumers are not restricted by these GTC.

This concerns in particular statutory provisions on:

- rights of withdrawal,
- information obligations,
- price information,
- rights in respect of defects,
- digital products and digital services,
- goods with digital elements,
- contract terms,
- automatic contract renewals,
- termination rights,
- terms of payment,
- default,
- liability,
- and other mandatory consumer protection rights.

29.3 Individual agreements

Individual agreements between iM Group and the consumer take precedence over these GTC insofar as they have been effectively made.

Mandatory statutory consumer rights can only be restricted by individual agreements insofar as the law expressly permits this.

29.4 Price information towards consumers

Where offers or services are directed at consumers, prices are stated in accordance with the applicable statutory price indication regulations.

Where required by law, total prices including statutory value added tax and other price components that must be included are stated in particular towards consumers.

Additional costs, in particular:

- travel costs,
- shipping costs,
- material costs,
- additional services,
- third-party services,
- or other ancillary costs,

are only charged to consumers within the scope of the statutory requirements and the respectively effective agreement.

29.5 Terms of payment towards consumers

The general terms of payment of these GTC only apply to consumers insofar as they are compatible with the mandatory statutory provisions.

Statutory requirements for:

- maturity,
- default in payment,
- default interest,
- reminder fees,
- debt collection costs,
- rights of retention,
- or suspension of services

remain unaffected.

The consumer is only obliged to pay for services that have been effectively agreed and charged in a legally permissible manner.

29.6 Additional services and extra costs

Additional services, supplements or extra costs towards consumers require a corresponding legal basis.

Unless additional remuneration has already been effectively agreed or results directly from the statutory provisions, iM Group will generally coordinate necessary additional services with the consumer before carrying them out for a fee.

The special provisions on necessary immediate measures to avert danger or damage remain unaffected to the extent legally permissible.

29.7 Digital products and digital services

For contracts with consumers concerning digital products, digital content, digital services or goods with digital elements, the mandatory statutory provisions provided for this apply.

This concerns in particular provisions on:

- provision,
- conformity with the contract,
- functionality,
- compatibility,
- interoperability,
- integration,
- updates,

- security updates,
- changes to digital products,
- rights in respect of defects,
- and termination and reversal.

Where provisions of Part C or Part D of these GTC deviate from these, they only apply to consumers to the extent permitted by law.

29.8 Contract terms and automatic renewals

For consumer contracts concerning ongoing or recurring services, the mandatory statutory provisions on contract terms, automatic renewals and termination options apply.

Where contract terms are provided for in offers, service descriptions or other agreements, these are only agreed with consumers to the extent permitted by law.

29.9 Acceptance towards consumers

Where consumers commission work services, the statutory provisions on acceptance apply.

Statutory deemed acceptance only occurs towards a consumer if all statutory requirements for this, including any special notification obligations, are met.

Section 27 applies additionally.

29.10 Liability towards consumers

Exclusions or limitations of liability in these GTC apply to consumers exclusively to the extent permitted by law.

In particular, the cases of unlimited statutory liability named in section 11.1 remain unaffected.

29.11 Retention of title towards consumers

A retention of title under section 28 only applies to consumers to the extent permitted by law.

More extensive security rights are not established towards consumers solely on the basis of these GTC, insofar as a special statutory or individual basis is required for this.

29.12 Data protection

The processing of consumers' personal data is governed by the applicable data protection regulations and the respectively applicable privacy policy of iM Group.

The privacy policy does not restrict statutory consumer rights.

29.13 No circumvention of mandatory consumer protection provisions

No provision of these GTC is to be interpreted as excluding or restricting mandatory statutory rights of consumers where such exclusion is not legally permissible.

Where a clause is only effective or sensibly applicable towards entrepreneurs, it only applies to consumers to the extent permitted by law.

29.14 Relevance of consumer status

Whether a client is treated as a consumer is generally determined by the actual legal classification of the respective contractual relationship.

The mere designation of a client as an entrepreneur or consumer is not decisive on its own if the statutory requirements are actually different.

29.15 Mandatory law

All provisions of this part only apply to the extent permitted by law.

Mandatory statutory consumer protection provisions take precedence.

30. Right of withdrawal for consumer contracts

For contracts concluded away from business premises and for distance contracts, consumers have a statutory right of withdrawal, insofar as the law provides for such a right of withdrawal and no statutory exception applies.

The details of the respective right of withdrawal, in particular regarding:

- the start and duration of the withdrawal period,
- exercising the withdrawal,
- consequences of withdrawal,
- refund of payments received,
- return or handing back of goods,
- compensation for loss in value,
- early start of performance,
- expiry of the right of withdrawal,
- and, where applicable, the model withdrawal form,

result from the withdrawal notice provided to the consumer for the respective contract and the statutory provisions.

30.1 Dependence on the respective type of contract

The start, content and legal consequences of the right of withdrawal may differ depending on the type of contract concluded.

This applies in particular to contracts concerning:

- services,
- work and repair services,
- deliveries of goods,
- deliveries with assembly,
- digital services,
- digital content,
- software and digital licence products,
- hosting and online services,
- and contracts with several different service components.

The withdrawal notice applicable to the respective contract is decisive.

30.2 Early start of services

If the consumer wishes iM Group to begin providing a service before the statutory withdrawal period expires, iM Group may make the start of the service conditional on the consumer declaring the express request or consent required by law for this.

Where required by law, the consumer will also be informed of the consequences an early start of performance may have for their right of withdrawal.

For contracts concluded away from business premises, the legally required declarations are obtained on a durable medium where this is prescribed.

30.3 Compensation for services

If the consumer withdraws from a contract for a service for payment after having expressly requested that iM Group begin the service before the end of the withdrawal period, the consumer may, under the statutory requirements, be obliged to pay compensation for the services actually provided up to the time of withdrawal.

The compensation is governed by the statutory provisions.

Insofar as legally permissible and actually provided, the following in particular may be taken into account:

- work performed,
- planning services,
- preparatory services,
- journeys,
- assembly or installation work,
- technical services,
- and other services performed in accordance with the contract until receipt of the withdrawal.

30.4 Expiry of the right of withdrawal for fully performed services

For services for payment, the right of withdrawal may expire in accordance with the statutory provisions upon complete performance of the service if, before performance began, the consumer:

- expressly agreed that iM Group may begin performance before the end of the withdrawal period,
- and confirmed their awareness that their right of withdrawal expires upon complete fulfilment of the contract,

insofar as the further statutory requirements are met.

30.5 Digital content not supplied on a tangible medium

For contracts for digital content not supplied on a tangible medium, the special statutory provisions on the start and expiry of the right of withdrawal apply.

Where provided for by law, iM Group may begin provision before the end of the withdrawal period if the consumer has previously:

- expressly agreed to the early start,
- confirmed their awareness that they may thereby lose their right of withdrawal when performance of the contract begins,
- and the further statutory requirements are met.

This may concern in particular proprietary software, downloads, digital licence products or other directly provided digital content, insofar as these are legally classified as digital content.

30.6 Deliveries of goods

For contracts for goods, the start of the withdrawal period is governed by the applicable statutory provisions.

In particular, the start of the period may depend on receipt of:

- the goods,
- the last goods of a single order,
- the last partial shipment,
- or the last item.

The respective withdrawal notice contains the provision relevant to the specific contract.

30.7 Mixed contracts

If an order contains several different service components, for example:

- delivery of goods and assembly,
- hardware and software,
- delivery and installation,
- digital content and services,
- or hosting and additional technical services,

the right of withdrawal is based on the statutory classification of the respective contract or the individual service components.

Where necessary, iM Group may use different or supplementary consumer information for this purpose.

30.8 Request for immediate performance

Where legally permissible, the consumer may expressly request that iM Group begin the service during the withdrawal period.

iM Group is not obliged to begin a service before the end of the withdrawal period unless expressly agreed otherwise.

The planned start of execution alone does not yet constitute an express request by the consumer within the meaning of the statutory withdrawal provisions.

30.9 Exceptions to the right of withdrawal

A right of withdrawal does not exist or may expire early if and insofar as provided for by law.

Whether a statutory exception applies depends on the specific nature and circumstances of the respective contract.

These GTC do not restrict the right of withdrawal beyond the statutory provisions.

30.10 Relationship to the separate withdrawal notice

Where required by law, iM Group provides consumers with a separate withdrawal notice.

The separate withdrawal notice is decisive for the specific form of the right of withdrawal.

In the event of contradictions between general wording in these GTC and a withdrawal notice properly provided for the specific consumer contract, the statutory provisions and the withdrawal notice relevant to the respective contract apply with regard to the right of withdrawal.

30.11 Model withdrawal form

Where required by law, the consumer is additionally provided with the statutory model withdrawal form.

Use of this form is not mandatory for exercising the right of withdrawal.

30.12 Mandatory law

All provisions of this section only apply within the scope of the mandatory statutory provisions on consumer rights of withdrawal.

Mandatory rights of the consumer remain unaffected.

PART G – Data protection and final provisions

31. Data protection

iM Group processes personal data in the course of initiating, performing, handling and terminating contractual relationships in accordance with the applicable data protection regulations.

Details on the processing of personal data can be found in the applicable privacy policy of iM Group.

31.1 Processing in the course of performing the contract

Insofar as necessary for performing the respective contract, iM Group may process in particular personal data required for:

- preparing offers,
- concluding contracts,
- processing orders,
- handling projects,
- scheduling appointments,
- invoicing,
- payment processing,
- support,
- maintenance,
- remote maintenance,
- licence management,
- technical administration,
- communication,
- handling complaints and warranty claims,
- and other contract-related purposes.

31.2 Project-related data

In the course of individual projects, it may be necessary to process personal data, contact data, access credentials, technical information or other project-related information.

Processing only takes place to the extent necessary and in accordance with the applicable statutory provisions.

31.3 Access credentials and technical access

Where the Client provides iM Group with access credentials, user accounts, administrative access or other technical authorisations, these may be used to the extent necessary for performing the services.

The general provisions on access credentials and IT security in these GTC apply additionally.

31.4 Data processing on behalf

Where iM Group processes personal data on behalf of the Client and the statutory requirements for data processing on behalf are met, a separate data processing agreement may be required.

Where necessary, such an agreement is concluded in addition to these GTC.

31.5 Subcontractors and technical service providers

Where suitable subcontractors, hosting providers, cloud providers, technical service providers or other third parties are engaged to fulfil the contract, personal data may be transmitted to them or processed by them to the extent necessary, insofar as there is a legal basis for this.

Where necessary, corresponding data protection agreements are made.

31.6 Responsibility of the Client

If the Client provides iM Group with personal data of third parties or enables its processing, the Client is responsible for ensuring that it is legally entitled to do so.

This concerns in particular data of:

- employees,
- customers,
- contact persons,
- tenants,
- users,
- business partners,
- or other data subjects.

31.7 No independent extension of data processing

These GTC do not establish any independent authorisation to process personal data beyond the extent permitted by law and necessary for the respective purpose.

The applicable data protection regulations, the specific performance of the contract and the privacy policy of iM Group are decisive.

31.8 Relationship to the privacy policy

The privacy policy serves to provide information about the type, scope, purposes, legal bases and other circumstances of data processing.

Where special data protection information exists for certain products, apps, software, hosting or other services, it applies additionally.

31.9 Statutory rights of data subjects

The statutory rights of data subjects remain unaffected.

Where the statutory requirements are met, this concerns in particular:

- access,
- rectification,
- erasure,
- restriction of processing,
- data portability,
- objection,
- and the right to lodge a complaint with a competent supervisory authority.

31.10 Mandatory data protection law

All provisions of this section only apply within the scope of the respectively applicable data protection regulations.

Mandatory statutory data protection rights remain unaffected.

32. Applicable law and place of jurisdiction

The law of the Federal Republic of Germany applies to all contractual relationships between iM Group and the Client, unless mandatory statutory provisions or the following provisions provide otherwise.

32.1 Applicable law towards entrepreneurs

Towards entrepreneurs, legal entities under public law and special funds under public law, the law of the Federal Republic of Germany applies exclusively.

The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded insofar as legally permissible.

This also applies to contracts with an international element, unless mandatory statutory provisions stand in the way.

32.2 Applicable law towards consumers

Towards consumers, the law of the Federal Republic of Germany generally also applies.

If the consumer has their habitual residence in another state and is entitled to more extensive consumer protection rights under the mandatory statutory provisions applicable there, these are not restricted by the choice of German law.

Mandatory statutory consumer protection provisions remain unaffected.

32.3 Place of jurisdiction towards entrepreneurs

If the Client is:

- a merchant,
- a legal entity under public law,
- a special fund under public law,
- or no mandatory general place of jurisdiction applies to it by law,

the place of jurisdiction for all disputes arising from or in connection with the contractual relationship is, insofar as an agreement on the place of jurisdiction is legally permissible, the registered office of iM Group.

For the purposes of this provision, the registered office of iM Group is the registered office of the company designated as the contracting party in the section "Contracting party and definition" of these GTC.

The place of jurisdiction is therefore automatically determined by the contracting company designated in the current version of these GTC.

32.4 Right of iM Group to sue at another statutory place of jurisdiction

iM Group remains entitled to bring claims against the Client at the Client's general place of jurisdiction or at another legally permissible place of jurisdiction.

The agreement on the place of jurisdiction at the registered office of iM Group does not restrict this right.

32.5 Place of jurisdiction towards consumers

Towards consumers, only the statutory provisions on the place of jurisdiction apply, insofar as a deviating agreement on the place of jurisdiction is not legally permissible.

These GTC do not establish an exclusive place of jurisdiction at the registered office of iM Group towards consumers if this would be impermissible under the statutory provisions.

32.6 Clients without a general place of jurisdiction in Germany

If a Client who is not a consumer no longer has a general place of jurisdiction in the Federal Republic of Germany after the contract has been concluded, or if its place of residence or business is unknown at the time the action is brought, the registered office of iM Group may be agreed as the place of jurisdiction or used in accordance with the statutory provisions.

Mandatory international jurisdiction provisions remain unaffected.

32.7 Place of performance towards entrepreneurs

Towards entrepreneurs, insofar as legally permissible and unless otherwise agreed, the place of performance for payments and other contractual services is generally the registered office of iM Group.

Where the nature of the service owed necessarily requires another place of performance, in particular in the case of expressly agreed on-site, assembly, installation or work services, the actually agreed place of performance remains decisive.

32.8 Services at several locations

If services are performed at several locations, this does not automatically establish an independent exclusive place of jurisdiction at each individual place of performance.

The statutory jurisdiction provisions and the permissible agreements on the place of jurisdiction in this section remain decisive.

32.9 International contractual relationships

For contractual relationships with an international element, mandatory provisions of private international law and international procedural law remain unaffected.

Where the parties have effectively chosen German law, this choice of law applies to the extent permitted by law, regardless of the state in which individual services are performed.

32.10 No restriction of mandatory protective rights

No provision of this section is to be interpreted as excluding or restricting:

- mandatory consumer rights,
- mandatory international jurisdiction provisions,
- mandatory data protection law,
- or other non-derogable statutory rights.

32.11 Precedence of individual agreements

Where iM Group and the Client have effectively made a deviating agreement on:

- applicable law,
- place of jurisdiction,
- place of performance,
- arbitration,
- or other dispute resolution mechanisms,

this individual agreement takes precedence over the provisions of this section.

33. Final provisions

Unless otherwise provided in these General Terms and Conditions or in individual agreements, the following final provisions apply additionally to all contractual relationships between iM Group and the Client.

33.1 Precedence of individual agreements

Individual agreements between iM Group and the Client take precedence over these General Terms and Conditions.

This applies in particular to individually agreed provisions on:

- scope of services,
- prices,

- terms of payment,
- dates,
- rights of use,
- contract terms,
- termination,
- warranty,
- liability,
- or other contractual components.

33.2 Order of precedence of contractual documents

Where several contractual documents exist and contain deviating provisions, the following order of precedence generally applies, unless an individually deviating agreement has been made:

1. expressly individually negotiated agreements,
2. expressly agreed supplements or amendment agreements,
3. the respective offer or order confirmation,
4. special service, licence, hosting, maintenance or service terms,
5. these General Terms and Conditions,
6. other general service or product descriptions.

The more specific provision takes precedence over the more general provision insofar as both concern the same matter.

33.3 Written agreements and contract amendments

Changes, additions, extensions or other deviations from existing contracts, offers, order confirmations or other contractual documents should be agreed in writing for clear documentation.

Bindingly documented agreements may be made in particular by:

- written contracts,
- written supplements,
- written order confirmations,
- change orders confirmed in writing,
- or other agreements clearly confirmed in writing by the parties.

Oral or telephone statements, meetings, consultations or declarations generally do not constitute a change or extension of the documented scope of services as long as they have not subsequently been confirmed in writing accordingly.

This applies in particular to oral statements about:

- prices,
- discounts,
- additional services,
- scope of services,
- completion dates,
- guarantees,
- warranty commitments,
- rights of use,

- free services,
- contract terms,
- termination conditions,
- assumptions of liability,
- or other material contractual terms.

Mandatory statutory provisions on the precedence of actually individually negotiated agreements remain unaffected.

33.4 No authority to agree oral contract amendments

Employees, vicarious agents, subcontractors or other persons engaged by iM Group are not authorised, solely by virtue of their on-site activity or their participation in a project, to orally agree binding changes to the contract, the scope of services, the remuneration or other material contractual terms, unless they have been granted corresponding authority.

In particular, oral statements about:

- free additional work,
- price reductions,
- waiver of claims,
- extensions of the scope of services,
- binding completion dates,
- guarantees,
- liability commitments,
- or other additional obligations of iM Group

generally do not create a corresponding obligation as long as they have not been confirmed in writing by a person authorised to do so at iM Group.

The Client therefore generally cannot rely solely on statements by employees, fitters, technicians, subcontractors or other project participants that have not been confirmed in writing, unless legally effective authority or an individually negotiated agreement exists.

33.5 Electronic communication

The parties may use electronic means of communication, in particular email, customer portals or project platforms, for ongoing contract and project communication.

This concerns in particular:

- scheduling appointments,
- transmission of documents,
- technical information,
- project communication,
- status reports,
- invoices,
- approvals, unless a special form has been agreed for them,
- and other ongoing communication.

However, electronic communication does not replace the written documentation of material contract amendments provided for in section 33.3, unless iM Group expressly confirms the change concerned via a suitable durable communication channel.

33.6 Receipt of electronic declarations

Electronic messages are deemed received when they have entered the recipient's electronic sphere in such a way that, under normal circumstances, it can be expected that they will be read.

Mandatory statutory provisions on the receipt of declarations of intent remain unaffected.

33.7 Updating contact and company data

The Client is obliged to inform iM Group in good time of changes to its contact data relevant to the contractual relationship, in particular:

- address,
- email address,
- telephone number,
- contact person,
- billing address,
- or other material contact data.

The same applies to iM Group with regard to the contract and contact data it uses.

33.8 Headings and structure

Headings, subheadings and structural designations serve exclusively for better clarity.

They have no independent regulatory content and do not limit the content of a clause, unless the respective wording clearly indicates otherwise.

33.9 Partial invalidity

Should individual provisions of these General Terms and Conditions be or become wholly or partially invalid, void or unenforceable, the validity of the remaining provisions remains unaffected, insofar as legally permissible.

The statutory provisions apply in place of the invalid or unenforceable provision.

The same applies accordingly if an unintended gap in the provisions arises.

33.10 No automatic replacement by an economically similar clause

An invalid provision is not replaced by another provision merely because the latter comes as close as possible to the economic purpose of the invalid provision.

Rather, the statutory provisions and, where applicable, an effective individual agreement between the parties are decisive.

33.11 Continued validity of individual provisions after the end of the contract

Provisions which, by their meaning and purpose, are intended to continue to apply after termination of the contract remain effective after the end of the contract to the extent permitted by law.

This may concern in particular:

- payment claims,
- rights of use,
- confidentiality obligations,
- data protection obligations,
- liability provisions,
- warranty rights,
- retention of title,

- release and deletion obligations,
- and provisions on legal enforcement.

33.12 No permanent obligations arising from one-off services

The one-off, voluntary or goodwill provision of a service does not give rise to any claim of the Client to a similar future service, unless a corresponding contractual obligation has been agreed.

This applies in particular to:

- additional support services,
- voluntary rework,
- goodwill services,
- free additional services,
- extended payment periods,
- or other voluntary services.

33.13 Rights arising from the contractual relationship

A transfer of rights or obligations arising from the contractual relationship by the Client to third parties requires the prior consent of iM Group, insofar as legally permissible.

Mandatory statutory rights of assignment or transfer remain unaffected.

33.14 Set-off

The Client may only set off undisputed or legally established counterclaims against claims of iM Group, insofar as such a restriction is legally permissible.

Mandatory statutory rights of set-off, in particular towards consumers, remain unaffected.

33.15 Rights of retention

Rights of retention may only be exercised to the extent permitted by law.

Insofar as legally permissible, a right of retention of the Client may be limited to claims arising from the same contractual relationship.

33.16 No change to mandatory law

No provision of these GTC is to be interpreted in such a way that mandatory statutory rights are excluded, restricted or circumvented, insofar as this is not legally permissible.

33.17 Language version

Where these General Terms and Conditions are provided in several languages, the German version is generally authoritative, insofar as legally permissible and unless otherwise agreed.

Mandatory statutory information or language requirements remain unaffected.

33.18 Applicable version

The version of these General Terms and Conditions that has been effectively incorporated into the respective contract applies.

Subsequent changes to these GTC do not automatically have retroactive effect on contracts already concluded, unless expressly and effectively agreed otherwise.

33.19 Amendment of the GTC for future contracts

iM Group is entitled to amend or update these General Terms and Conditions for future contracts.

For newly concluded contracts, the current version effectively incorporated in each case applies.

For ongoing contracts, changes only apply if there is an effective contractual or statutory basis for this.

33.20 Final clause

Where individual matters are not expressly regulated in these General Terms and Conditions, the statutory provisions and the agreements made individually for the respective contract apply.