



## **General Terms and Conditions (GTC)**

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### **§ 1 Scope of Application**

(1) These General Terms and Conditions apply to all contracts between Steffi's Cloud® and its customers for the provision of IT services, in particular in the area of IT security, managed services (MSSP), consulting and supplementary services.

(2) Deviating terms and conditions of the customer shall not apply unless their validity has been expressly agreed to in writing.

### **§ 2 Subject matter of the contract**

(1) The object of the contract is the provision of IT services, in particular:

- Holistic IT security solutions
- Managed Security Services (MSSP)
- Monitoring, analysis and response to security incidents
- Consulting and optimization of IT infrastructures
- Complementary technical services

(2) The specific scope of services results from the respective offer or contract.

### **§ 3 Conclusion of Contract**

(1) The presentation of the services on the website does not constitute a legally binding offer.

(2) A contract is concluded by:

- acceptance of an offer by the customer, or
- written confirmation by Steffi's Cloud®

(3) Offers are valid for 5 days unless otherwise stated.

### **§ 4 Provision of services**

(1) The services shall be provided in accordance with the agreed service-description.

(2) Steffi's Cloud® is entitled to use third parties to provide services.



(3) The customer is obliged to provide all information necessary for the provision of services.

## **§ 5 Customer's Obligations to Cooperate**

(1) The Client shall ensure that:

- necessary access is provided
- systems are accessible
- Relevant information is transmitted in full

(2) Delays due to lack of cooperation are not at the expense of Steffi's Cloud®.

## **§ 6 Prices and Terms of Payment**

(1) The prices agreed in the offer apply.

(2) Unless otherwise agreed, invoices are due immediately without deduction.

(3) In the case of ongoing services, billing shall be made in accordance with the offer.

## **§ 7 Contract Term and Termination**

(1) Contracts with ongoing services shall have the term defined in the offer.

(2) Unless otherwise agreed, contracts shall be automatically extended by one month.

(3) The right to extraordinary termination shall remain unaffected.

## **§ 8 Liability**

(1) Steffi's Cloud® is fully liable for:

- Intent
- gross negligence
- Injury to life, body or health

(2) In the event of slight negligence, Steffi's Cloud® shall only be liable in the event of a breach of essential contractual obligations (cardinal obligations) and limited to foreseeable damage.

(3) Complete security against cyber attacks cannot be guaranteed.



## § 9 IT Security and Risk Disclosure

(1) Despite the use of state-of-the-art technologies, absolute protection against IT security incidents cannot be guaranteed.

(2) The customer acknowledges that IT security is an ongoing process.

## § 10 Protection in the event of damage (optional)

(1) If contractually agreed, there may be additional financial protection in the event of damage.

(2) The exact scope shall be determined by the respective agreement.

(3) This coverage does not constitute insurance in the legal sense, unless expressly provided otherwise.

## § 11 Data protection

The processing of personal data is carried out in accordance with the Privacy Policy; Third-party order processing agreements are in place.

## § 12 Final Provisions

(1) German law shall apply.

(2) The place of jurisdiction is – as far as permissible – the registered office of Steffi's Cloud®.

(3) Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.

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