• GTC · AS OF NOVEMBER 2026

General Terms and Conditions

IT-Service-Commander – Tom Commander · 50181 Bedburg, Germany

PROVIDER

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1 Scope and Definitions

(1) These General Terms and Conditions ("GTC") apply to all contracts, services and offers between Tom Commander, trading as "IT-Service-Commander" (the "Contractor"), and his customers (the "Customer") concerning IT services of any kind, as well as to sales and licence contracts concluded via the Contractor's online shop (Section 18).

(2) A **consumer** is any natural person who enters into the contract for purposes that are predominantly outside their trade, business or profession (§ 13 BGB). An **entrepreneur** (business customer) is a natural or legal person or a partnership with legal capacity that, when entering into the contract, acts in the exercise of its trade, business or profession (§ 14 BGB). Provisions that expressly apply only to consumers or only to business customers are marked accordingly.

(3) These GTC apply in the version valid at the time the contract is concluded.

(4) Deviating, conflicting or supplementary terms and conditions of the Customer do not become part of the contract unless the Contractor expressly agrees to their application in text form. This also applies if the Contractor performs the service without reservation while aware of such terms.

(5) Individual agreements (in particular the respective offer, the order, a maintenance or service contract, and the price and service list in force) take precedence over these GTC.

2 Subject Matter and Description of Services

(1) The Contractor provides IT services, in particular: IT support and troubleshooting, remote maintenance, IT consulting, on-site service, ongoing IT management (maintenance/service contracts, for business customers only), setup and administration of servers, networks, NAS and cloud systems, data backup solutions, VPN and firewall solutions, secure communication solutions, websites, hosting and email, AI chatbots, setup and operation of invoicing software, as well as advice on encryption and digital assets.

(2) **Legal nature of the services.** The specific content of the service follows from the respective offer or order.

- Ongoing support, maintenance, administration and consulting are **services** within the meaning of §§ 611 et seq. BGB. The Contractor owes professional performance in accordance with the recognised rules of technology, **but not** a specific result (e.g. fixing a particular fault, a particular system availability or a commercial success).
- Clearly defined projects with an agreed, verifiable result (e.g. setting up a NAS, building a defined backup solution, migration to a new server) are **works** within the meaning of §§ 631 et seq. BGB.

(3) Fixed response or restoration times (service levels) are only owed if expressly agreed in text form, usually in the maintenance contract.

(4) The Contractor owes no services in the area of Apple/macOS, nor any legal, tax, investment or financial advice. Advice on Bitcoin and other digital assets serves exclusively the technical setup, security and custody and does not constitute investment or financial advice.

(5) The Contractor is entitled to engage suitable third parties (subcontractors) to perform the services. His responsibility towards the Customer remains unaffected.

3 Offers, Conclusion of Contract, Additional Services

(1) The Contractor's offers are subject to change and non-binding unless expressly designated as binding or containing a period of commitment.

(2) The contract is concluded when the Customer places an order and the Contractor accepts it. Acceptance may be express (e.g. order confirmation in text form) or by commencing the service. Text form (e.g. email) is sufficient.

(3) A cost estimate or estimate of effort prepared before the start of a project is non-binding unless a fixed price has been expressly agreed. If it becomes apparent that the estimated effort will be significantly exceeded (by more than 15%), the Contractor will inform the Customer before continuing the work.

(4) The free initial consultation establishes neither a contract for paid services nor any advisory liability.

(5) If the Customer acts for a third party when concluding the contract (e.g. as an agency or intermediary), they must disclose this before conclusion of the contract and name the third party. Otherwise they are liable as the contracting party themselves.

(6) If additional services not included in the original order are requested during an on-site or remote session, these are deemed commissioned as soon as the Contractor begins to perform them. The Contractor may

document the nature and scope of such additional services in a work record (activity report), which the Customer or their authorised representative present on site confirms in text form on request.

4 Performance of Services, Remote Maintenance, Appointments

(1) Services are provided by remote maintenance or on site, as chosen and agreed.

(2) **Remote maintenance.** Remote maintenance is carried out exclusively with the Customer's prior consent. The Customer can follow the process and end the connection at any time. Permanent remote access is only set up by separate agreement. The Customer ensures that they are entitled to grant access to the respective system.

(3) Stated appointments and time frames are non-binding approximate indications unless expressly agreed as binding. The Contractor is not responsible for delays caused by a lack of cooperation on the Customer's part (Section 6).

(4) If the Contractor is in default with a service, they must be granted a reasonable grace period.

5 Taking Over Existing Systems, Inventory

(1) If the Contractor takes over existing systems not set up by them for support, maintenance or processing, the state found (actual state) is recorded in advance where possible. Either party may request that an inventory record be drawn up in text form.

(2) The Contractor is not responsible for defects, security vulnerabilities, misconfigurations, data losses or other impairments that already existed before takeover or that are attributable to acts of the Customer or third parties. The Contractor points out identified risks and offers to remedy them as a separate service.

6 Customer’s Obligations to Cooperate

(1) The Customer provides all information, access, access credentials, premises, hardware and software required for performance and, where necessary, a contact person, in good time and in a suitable form.

(2) The Customer ensures that they hold the necessary rights and licences to the systems, programs and data used, and that the measures to be carried out by the Contractor do not infringe the rights of third parties.

(3) The Customer is responsible for backing up their own data. Section 7 applies in addition.

(4) If the Customer fails to fulfil their obligations to cooperate, or does not do so in good time or properly, agreed deadlines are extended appropriately. Any additional effort and waiting times arising from this may be charged separately at the agreed hourly rate. Outside the cases of Section 14(1), the Contractor is not liable for damage and delays resulting from a breach of the obligations to cooperate.

7 Data Backup

(1) The Customer is responsible for the regular backup of their data and programs in accordance with the state of the art, unless the creation of backups has been expressly commissioned as a service.

(2) The Customer is obliged, immediately before the Contractor begins work on systems containing data, to create a complete, up-to-date and restorable backup or to ensure that one exists. On request, the Contractor points this out. Responsibility remains with the Customer.

(3) If the Contractor has taken over the setup or management of a backup, they owe its professional setup or monitoring to the agreed extent, but not uninterrupted availability or a guarantee of recoverability in an individual case.

8 Prices, Additional Costs and Payment Terms

(1) The prices stated in the respective offer or in the price and service list in force apply. The Contractor is a small business under § 19 UStG and does not charge VAT. The amounts stated are final prices.

(2) Unless a flat rate or fixed price has been agreed, billing is based on effort at the agreed hourly rate. Remote maintenance is billed in 15-minute increments. On-site appointments are billed at a minimum of one hour, and each additional period in 15-minute increments.

(3) For services outside regular business hours (Monday to Friday, 8 am to 6 pm) as well as at weekends and on public holidays, a surcharge of 50% on the hourly rate is charged, unless otherwise agreed. For customers with a maintenance contract, the arrangement made there applies.

(4) Travel costs are charged in accordance with the price and service list in force. For customers with a maintenance contract, on-site visits are included to the agreed extent.

(5) If the Contractor procures hardware, software or third-party services for the Customer (e.g. domains, licences, devices), they simultaneously provide services of consultation, selection, procurement, planning and quotation. These items are therefore not billed as a pass-through item, but at the total price stated in the offer, which may include a reasonable mark-up (as a rule up to 20%) on the purchase price. The respective price is stated in the offer before procurement. Upon acceptance of the offer it is deemed agreed. Pure disbursements that the Contractor merely advances in an individual case without such additional services are passed on according to receipt without a mark-up.

(6) Unless otherwise agreed, invoices are payable within **14 days** of the invoice date without deduction by bank transfer. Ongoing support is billed monthly, projects on completion or according to agreed milestones, and individual call-outs after completion. For orders in the online shop, Section 18(6) applies.

(7) If the Customer is in default of payment, the statutory default interest applies (§ 288 BGB). In relation to business customers, the flat rate under § 288(5) BGB also applies. The Contractor is entitled, after prior notice, to withhold ongoing services until outstanding due claims have been settled, provided this is reasonable for the Customer and no security-relevant systems are affected.

(8) A **business customer** is entitled to a right of retention or set-off only in respect of undisputed or legally established counterclaims. The rights of consumers remain unaffected.

(9) The Contractor is entitled to demand a reasonable advance payment or instalments according to progress for projects and for the procurement of hardware or software. In relation to consumers, this is done within the statutory limits.

(10) **Retention of title.** Hardware and data carriers supplied by the Contractor remain the Contractor's property until the respective invoice has been paid in full.

9 Cancellation, Postponement of Appointments and Projects

(1) If the Customer cancels a firmly agreed on-site appointment or fails to attend it without cancelling at least 24 hours in advance in text form, the Contractor may charge for the time reserved for the appointment, but at least one hour at the agreed hourly rate, as well as any travel and third-party costs already incurred.

(2) If the Customer terminates a placed project order (work) before completion without being entitled to a statutory or agreed right of termination or withdrawal, § 648 BGB applies: the Contractor retains the claim to the agreed remuneration but must allow for saved expenses and for any other acquisition.

(3) Third-party services already firmly commissioned as well as procured hardware and software are to be reimbursed by the Customer in any case.

(4) In the cases of paragraphs (1) to (3), the Customer remains free to prove that the Contractor incurred no damage or effort, or significantly less.

10 Term and Termination of Maintenance and Service Contracts

(1) Maintenance and service contracts (ongoing IT management) are concluded exclusively with business customers.

(2) Unless otherwise agreed, the term is **12 months**. If the contract is not terminated with **three months'** notice to the end of the term, it is extended by **one further year** at a time.

(3) Terminations must be in text form.

(4) The right to extraordinary termination for good cause remains unaffected for both parties. Good cause for the Contractor exists in particular if the Customer is significantly in default with due payments or repeatedly breaches material obligations to cooperate. Before an extraordinary termination, the other party must, where the cause can be remedied, be granted a reasonable period to remedy it.

(5) Individual orders without a continuing-obligation character end upon complete performance of the commissioned service.

11 Special Provisions for Hosting, Websites and Email

(1) The Contractor endeavours to achieve the highest possible availability of the hosted services. A specific availability is only owed if expressly agreed. Maintenance work as well as outages beyond the Contractor's control (in particular at upstream data centres, network operators or registrars) do not give rise to availability claims.

(2) The Customer is solely responsible for the content that they upload, store or distribute via the services. The Customer ensures that this content does not infringe applicable law or the rights of third parties. The Customer indemnifies the Contractor against third-party claims based on unlawful or infringing content of the Customer, including reasonable costs of legal defence.

(3) The Contractor is entitled to temporarily block content or services if there is reasonable suspicion of unlawful content or a serious threat to system security. The Customer is informed of this without undue delay.

(4) If the Customer commissions the registration or administration of domains, the Contractor may register them in their own name on the Customer's behalf and hold them in trust (as administrator) for the Customer. The Customer is the beneficial owner and bears the costs incurred for this. On the Customer's request as well as upon termination of the contractual relationship, the Contractor transfers the domain, after settlement of outstanding costs, to the Customer or a provider named by them (provider change/auth code). The Customer remains solely responsible for the content provided via the domain. Paragraph (2) (indemnification) applies accordingly. For the creation or migration of websites, the project-related provisions (work) apply.

(5) Insofar as services contain elements of a rental agreement (e.g. the provision of storage space or devices), the strict no-fault liability for defects already present at the conclusion of the contract under § 536a(1) 1st alt. BGB is excluded. Section 14 otherwise remains unaffected.

12 Rights of Use in Work Results

(1) For work results created individually for the Customer (e.g. scripts, configurations, documentation), the Contractor grants the Customer, upon full payment, a simple, temporally and geographically unlimited right of use for the contractually intended purpose.

(2) The respective licence terms of the rights holders continue to apply to standard and open-source software used. These take precedence over this provision.

(3) The Contractor's general know-how, experience as well as reusable building blocks and templates remain with the Contractor and may be freely reused by them.

13 Acceptance and Claims for Defects in Works

(1) **Acceptance.** After completing a work, the Contractor may request the Customer to accept it. The work is deemed accepted if the Customer does not refuse acceptance, stating at least one defect, within 14 days of receipt of the request (§ 640(2) BGB). For consumers, the Contractor points out this consequence in text form together with the request.

(2) For works (Section 2(2)), the statutory claims for defects apply, subject to the following provisions.

(3) The Contractor first provides subsequent performance. If this fails, the Customer may, in accordance with the statutory provisions, reduce the price or withdraw from the contract. Claims for damages are governed by Section 14.

(4) **Business customers** must report obvious defects without undue delay, at the latest within two weeks of acceptance or delivery, in text form. If the Customer is a merchant, § 377 HGB (German Commercial Code) applies.

(5) The limitation period for claims for defects is 12 months from acceptance for **business customers**. For **consumers**, the statutory limitation periods apply. The shortening does not apply to claims for damages under Section 14, in the event of fraudulent concealment of a defect, or where a guarantee has been given.

14 Liability

(1) **Unlimited liability.** The Contractor is liable without limitation

- **a)** for intent and gross negligence,
- **b)** for damage arising from injury to life, body or health,
- **c)** under the German Product Liability Act (Produkthaftungsgesetz), and
- **d)** to the extent of a guarantee assumed by them.

(2) **Slight negligence.** In the event of a slightly negligent breach of a material contractual obligation, the Contractor is liable, in terms of amount, limited to the foreseeable damage typical of the contract at the time the contract was concluded. Material contractual obligations (cardinal obligations) are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Customer may regularly rely.

(3) **Otherwise**, liability for damage caused by slight negligence is excluded.

(4) **Data loss.** For the loss or damage of data, the Contractor is liable – outside the cases of paragraph (1) – only up to the amount that would also have been incurred for restoration had the Customer carried out proper and regular data backups (Section 7). § 254 BGB remains unaffected.

(5) Outside the cases of paragraph (1), the Contractor is not liable for damage based on the state of existing systems found at takeover (Section 5) or on a breach of the Customer's obligations to cooperate (Section 6).

(6) **Maximum liability amount.** Insofar as liability arises under paragraph (2), liability per case of damage is limited to the value of the respective order. For continuing obligations (e.g. maintenance contracts), it is limited to the remuneration owed in the affected contract year. Paragraph (1) remains unaffected.

(7) The above limitations of liability also apply in favour of the Contractor's legal representatives, employees and vicarious agents.

(8) The above provisions do not entail a change in the burden of proof to the Customer's detriment.

15 Force Majeure

(1) Force majeure is an externally acting event that is unforeseeable according to human insight and experience and that cannot be prevented even with the utmost care reasonably to be expected in the circumstances, using economically acceptable means (e.g. large-scale power or network outages, natural disasters, official measures, outages of upstream providers).

(2) Events of force majeure entitle the Contractor to postpone performance for the duration of the impediment. No fault attaches to them in this respect. In the case of prolonged events, both parties are entitled to extraordinary termination.

16 Confidentiality

(1) Both parties treat all confidential information and business secrets of the other party that become known in the course of the cooperation as strictly confidential and use them only for contractual purposes. This obligation continues even after the end of the contract.

(2) Excepted is information that is publicly known, was lawfully obtained from third parties, or must be disclosed due to statutory or official order.

(3) The Contractor may name the Customer as a reference only with the Customer's prior consent.

17 Data Protection and Order Processing

(1) Both parties comply with the applicable data protection provisions, in particular the GDPR (DSGVO) and the BDSG (German Federal Data Protection Act). Information on the processing of personal data by the Contractor is contained in the separate privacy policy.

(2) Insofar as the Contractor processes personal data on behalf of the Customer in the course of performing the services (order processing), the parties conclude a separate data processing agreement pursuant to Art. 28 GDPR. This takes precedence over these GTC within its scope.

18 Special Conditions for the Online Shop

(1) **Scope.** This Section applies to orders placed via the Contractor's online shop at shop.it-service-commander.de (the "Shop"). The Shop offers in particular goods (e.g. books and new or used hardware), software licences (licence keys or personal licence files) and digital content for download. Where this Section provides otherwise, it takes precedence over the other provisions of these GTC. Apart from that, these apply accordingly insofar as they are suitable by their nature for sales and licence contracts.

(2) **Conclusion of contract.** The presentation of products in the Shop does not constitute a binding offer but an invitation to place an order. The Customer selects product, version and quantity – directly or via the cart – and enters their details in the order form. Before submitting the order, the Customer can review all entries and correct them using the input fields, the cart or the browser's back function. By clicking the button "Order and pay", the Customer submits a binding offer and is forwarded to the payment service provider. The Contractor accepts the offer as soon as the payment process has been completed successfully. This concludes the contract. The Customer receives an order confirmation by email without undue delay. If the payment process is cancelled or fails, no contract is concluded.

(3) **Requests.** For products with the button "Request license", the Customer only submits their details. This is not a binding offer. A contract is only concluded when the Contractor issues the licence and sends it to the Customer, or makes an offer that the Customer accepts.

(4) **Contract language and contract text.** The contract languages are German and English. The language in which the Customer uses the Shop when ordering is decisive. The Contractor stores the contract text. The Customer receives the order details, these GTC and the withdrawal instructions with the order confirmation by email. The order can also be accessed via the personal link in that email.

(5) **Prices.** All prices are final prices. As a small business under § 19 UStG, the Contractor does not charge VAT. Shipping costs are stated with the product and in the order form. For licences with a term, the price for the entire term is payable in advance. A monthly amount additionally shown in the Shop is for comparison only.

(6) **Payment.** The price is due upon ordering and is paid via the payment service provider Mollie B.V. The available payment methods are shown during the payment process. Section 8(6) does not apply to orders in the Shop. The Customer receives the invoice by email.

(7) **Delivery of goods.** Goods are shipped to the delivery address given, in the countries offered in the order form. The delivery time is stated with the product and begins upon receipt of payment. Where collection is offered, the Customer may collect the goods by arrangement. No shipping costs are then charged. If the Customer is a consumer, the risk of accidental loss and accidental deterioration passes only upon handover of the goods to the Customer. If goods arrive with obvious transport damage, the Customer is asked to complain to the carrier and to inform the Contractor. This does not affect the Customer's statutory rights.

(8) **Provision of licences and digital content.** The Contractor provides licence keys, licence files and download links by email and on the order page after receipt of payment. Licences issued manually are provided without undue delay after the Customer's details have been checked. Personal download links can be accessed for the term of the licence or download entitlement. The Customer should back up downloaded files.

(9) **Right of use.** Upon full payment, the Customer receives a simple (non-exclusive) right to use the software, limited to the term of the licence, to the extent stated in the product description (e.g. for one website or one installation). Licence keys and personal licence files must not be made publicly accessible. Mandatory statutory rights of use (§§ 69d, 69e UrhG) remain unaffected.

(10) **Term, no automatic renewal.** Licences with a term end when the term expires, without the need for termination. There is no subscription and no automatic renewal. The Contractor reminds the Customer by email before expiry. Renewal takes place by placing a new order. After expiry, the software may no longer be usable in whole or in part.

(11) **Online check.** Software with an online licence regularly checks the validity of the licence key via the internet with the Contractor's server. In doing so, the licence key, the identifier of the installation (e.g. the address of the website), the product, the installed version and the IP address of the requesting system are transmitted. An internet connection is required for the check. Details of the data processing are set out in the privacy policy.

(12) **Blocking.** If a payment is charged back or refunded, in particular after a withdrawal, the Contractor blocks the associated licence and download access. The Contractor may also block a licence if the licence key or licence file is made publicly accessible contrary to paragraph (9). The Customer will be informed of this.

(13) **System requirements and updates.** The system requirements are set out in the product description. The Customer is responsible for meeting them. During the term, the Contractor provides the updates

necessary to keep the software in conformity with the contract. In relation to consumers, §§ 327 et seq. BGB apply.

(14) **Claims for defects.** The statutory rights in respect of defects apply – for goods §§ 434 et seq. BGB, for digital products in relation to consumers §§ 327 et seq. BGB. In relation to business customers, the limitation period for claims for defects in new goods and digital products is twelve months from delivery or provision. For used goods, claims for defects by business customers are excluded. This shortening and exclusion do not apply to claims for damages under Section 14, in the event of fraudulent concealment of a defect, or where a guarantee has been given. If the Customer is a merchant, § 377 HGB (German Commercial Code) applies.

(15) **Right of withdrawal.** Consumers have a right of withdrawal for orders in the Shop in accordance with the withdrawal instructions at shop.it-service-commander.de/widerruf. They can also declare their withdrawal via the "Withdraw from contract" function in the Shop. For digital content, the right of withdrawal expires early under the conditions set out there.

19 Right of Withdrawal for Consumers

(1) Consumers who conclude a contract by means of distance selling or off business premises have a statutory right of withdrawal. Details, in particular the start, period and exercise of the withdrawal, follow from the separately provided **withdrawal instructions** together with the **model withdrawal form**, which are made available to the consumer before the contract is concluded.

(2) If the consumer expressly requests that the service begin before the end of the withdrawal period, they must, in the event of withdrawal, pay a reasonable amount for the services provided up to the withdrawal. Upon complete performance of the service, the right of withdrawal expires if the consumer has previously expressly confirmed and acknowledged this.

(3) For orders in the online shop, Section 18(15) also applies.

20 Final Provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, this choice of law applies only insofar as the protection granted by mandatory provisions of the law of the state of habitual residence is not thereby withdrawn.

(2) The place of performance for all services is the Contractor's registered place of business (Bedburg), insofar as legally permissible.

(3) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is the Contractor's registered place of business. The Contractor is also entitled to bring an action at the Customer's general place of jurisdiction.

(4) Amendments and additions to the contract must be in text form. This also applies to the cancellation of this text-form requirement. Individual agreements in a specific case (§ 305b BGB) always take precedence.

(5) Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions remains unaffected. The statutory provision applies in place of the invalid provision.

(6) **Consumer dispute resolution.** The Contractor is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board (§ 36 VSBG, German Act on Alternative Dispute Resolution in Consumer Matters).

(7) These General Terms and Conditions are an English translation provided for information purposes. In the event of any discrepancy or dispute, the German version prevails.

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