

Terms of Service

§1 – General

1.1 - Accelerated is a corporate identity of Accelerated IT Services & Consulting GmbH - also referred to in this document as "Accelerated" or "provider". The company is located in the Kruppstraße 105 in 60388 Frankfurt. The following terms and conditions are a part of all contracts with Accelerated. Changes are only possible by written agreement of both parties.

1.2 - All legal relationships with Accelerated are subject to the laws of the Federal Republic of Germany. As far as legally permissible, the competent court for legal conflicts is the District Court of Mannheim.

1.3 - Should individual provisions of these General Terms and Conditions be ineffective or unenforceable or become ineffective or unenforceable after conclusion of the contract, the validity of the remainder remains unaffected. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision whose effects come closest to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision. The preceding provisions shall apply accordingly to the case that the contract or the terms and conditions prove to be incomplete.

1.4 - Accelerated may make use of third parties which are not considered to be contractual partners of the customer.

1.5 - Accelerated reserves the right to supplement or amend these terms and conditions with a four-week deadline for entry into force. In this case, all customers will be informed of the same change. If no consent is given, both parties will have the extraordinary right of termination, in case the changes are to the detriment of the customer.

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§2 - Service and Contract Restrictions

2.1 - The provider is not responsible for the usability of the service by the customer – This means, that the customer has to fulfill his own requirements (such as his own internet access).

2.2 – Upon conclusion of the contract, the contracting party or the person representing the contracting party declares that it has full power of attorney for the companies and / or organizations represented by it for the conclusion of the contract and that it has full and unlimited legal capacity, in particular to have completed the 18th year of age or to have obtained the consent of the legal representative within the meaning of § 107 BGB.

2.3 - In the initiation of contract negotiations or the conclusion of the contract, the contracting party is responsible for the accuracy of all data provided. Furthermore, he guarantees the topicality of his data during the entire duration of the contract and must notify the provider immediately of any changes. In particular, the client must ensure that he is regularly reachable under his specified email address.

2.4 - According to §312d I BGB, the customer is entitled to a two-week right of revocation from the time the contract is concluded, provided that he is the end user and has not arranged the services according to §312d III BGB before the deadline. If the customer is not an end consumer, he acts as a merchant when concluding the contract.

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§3 - Acceptance, Term, Termination and Calculation

3.1 - There is no legal claim to a contract with Accelerated. The Provider reserves the right to refuse a contract in individual cases.

3.2 - All prices refer to the specified period. If no period is specified, the price refers to the service period of one calendar month.

3.3 - Unless otherwise agreed, all contracts are mutually terminable at the end of the term with a four-week period. If there is no cancellation, the contract will be extended by the specified term. A cancellation must be received in time by fax or letter by the respective contractor.

3.4 - In case of serious breaches of the contract or important reasons, the party concerned is entitled to a termination without notice. Important reasons only apply if the other contracting party is acting in a rough violation of the contract.

3.5 - All offers are non-binding. Written offers are subject to a seven-day binding, if they are addressed. Errors are reserved.

3.6 - Price increases of valid contracts are subject to a three-month period after notification by the provider and allow the customer a separate right of termination to the entry into force of the new prices. This does not apply to price increases incurred by the supplier of electrical power. These may be passed on directly to the customer in the amount of the actual additional expenditure and do not permit a special termination right. The provider is obligated to provide proof of the increased costs.

3.7 – Repeat orders are subject to the same conditions as the original contract. At the same time, the agreed minimum contract period applies. Unless explicitly agreed otherwise, Accelerated may refuse to accept reorders at any time without stating reasons or may adjust the terms and conditions for reorders.

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§4 - Scope of services and fees

4.1 - The scope of services results from the contract document between the provider and the customer as well as the further documents named therein. The latter include, in particular, service level agreements and special terms and conditions. Unnamed services are provided by the provider voluntarily and without any entitlement by the customer. Additional agreements require written form. The waiver of the written form can only be explained in writing.

4.2 - Unless otherwise agreed, invoices are collected by Accelerated by direct debit from the customer's account. All invoices are sent in PDF format to the customer by Email and are available in the web interface for inspection. All services subsequently requested by the customer will be charged in the same way. Direct debit authorizations in this case also extend to subsequent and variable fees.

4.3 - Installation and setup fees are billed together with the first bill. Exceptions may be merchandises. Accelerated reserves the right to settle these only in advance.

4.4 - When using direct debit, the customer has to ensure that the debited account has sufficient credit. If there are chargebacks, the outstanding costs will be settled by bank transfer. In any case, the customer must reimburse the charges incurred for Accelerated. In the case of regular chargebacks or written reminders, the provider reserves the right to charge a reminder fee of a maximum of 25.00 Euro or 10% of the amount due.

4.6 – If the customer is in arrears with payments due more than 30 days after invoicing, Accelerated shall be entitled without notice to block all services without compensation until receipt of payment or to terminate the contract without notice and charge the customer for the resulting costs and, if necessary, to claim damages.

4.7 - The contractor is entitled to use the support of the provider to a reasonable extent.

4.8 - The technology used by the provider to provide the service is solely up to him, as long as a possible innovation is not associated with disadvantages for the customer.

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§5 – Substantive duties of the client

5.1 - The contractor is responsible for the content of his data in any case. He assures that the stored data is not in violation of any applicable law. Violations of the copyright, patent, trademark, or other rights of third parties are prohibited. Furthermore, he releases Accelerated from any liability for the content of his data. The obligation to indemnify covers not only claims of third parties but also legal defense costs of all parties involved.

5.2 - Youth-endangering content is only permitted if the contractor seriously and successfully takes appropriate security precautions. These are to be made according to the respective legal regulations.

5.3 - Content or programs whose use could affect the security of the network can be prevented by the provider.

5.4 - The filing and in particular the use of files or programs, which can harm the server of the Provider or of a third party (including Cracks, Exploits, Flood, DDoS, Spamming and IRC War Tools) is strictly forbidden.

5.5 - Hacking attempts (i.e. attempts to view or manipulate data or files from third parties which have not been explicitly permitted by the data subject) as well as IP spoofing (acquiring or listening to unassigned IP addresses) are not permitted. Also prohibited are any acts prohibited by law that are performed using the services provided by Accelerated. An infringement authorizes the provider for immediate, replacement-free blocking or discontinuation of the service.

5.6 - The customer is prohibited from disturbing the peaceful coexistence on the Internet by using the services provided by Accelerated. The cultural, religious or other interests of other users must be taken into consideration, especially with regard to legal guidelines, and they must not be discriminated against or offended.

5.7 - If a customer endangers the security, integrity or availability of networks, subnetworks or individual technical devices by using a service provided by Accelerated, the provider is entitled to disable or block the service without replacement at any time, irrespective of whether the customer is responsible for this or not. The provider undertakes to inform the customer directly about this.

5.8 - The provider is entitled in the case of infringement of one of the offenses referred to in §5 to a blocking or in particularly bad cases to a termination without notice and further reserves the right to initiate legal action against the customer. In this case, Accelerated is not obliged to substitute, if the customer is responsible for the reasons.

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§6 - Other duties of the customer

6.1 - The customer has to take care to inform the provider in the event of a fault immediately after knowing.

6.2 - The customer is obliged to keep his access data secret from unauthorized persons. In particular, usernames and passwords have to be kept with utmost care in order to prevent abuse by third parties.

6.3 - The customer is not allowed to send mass emails or advertisements unsolicited (without expressed permission of the recipient) using the services provided by Accelerated.

6.4 - The provider is not responsible for the backup of the customer's system. All measures that are necessary in the eyes of the customer must be taken by himself independently with the appropriate care.

§7 – Liability

7.1 - Accelerated is not liable for performance disruptions due to power outages nor can any liability be assumed for servers that are not within the sphere of influence of the provider. There is also no liability, if Accelerated cannot be blamed for the failure or it would not have been avoidable.

7.2 - The liability of the provider is limited to intent and gross negligence. In case of breach of cardinal obligations, the provider is also liable for slight negligence. Included in this regulation are vicarious agents of the provider in terms of HGB and BGB.

7.3 - Accelerated does not guarantee any liability for damages or consequential damages caused indirectly by contractual services.

7.4 - Accelerated is in no case liable for damages caused intentionally or negligently by the contractor. If Accelerated suffers damages on the basis of intent or negligence on the part of the contractor, the latter shall be fully liable for all accrued claims against Accelerated. This applies in particular to intentional or unintentional disclosure of access data to third parties.

7.5 Accelerated is not liable for the services provided being suitable for a particular application.

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§8 - Privacy and security

8.1 - Accelerated handles all personal information of its customers confidentially. Data protection cannot be granted in case of a legally valid decision by state investigative authorities. In all other cases, Accelerated will protect the identity of all customers to the best of their knowledge and belief in any case.

8.2 - The clause 8.1 is not valid for communication with state tax auditors, tax offices, as well as tax consultants and lawyers who are in a contractual relationship with the provider and are bound by secrecy.

8.3 - In case of breaches of contract and violations of the terms and conditions, clause 8.1 loses its validity. In this case, the provider is free to forward personal data of the customer to cooperation partners such as debt collection companies. In no case the provider will forward customer data to unauthorized persons, make it publicly available or sell it.

8.4 - Accelerated will not misuse the personal data of its customers or former customers for unfair purposes or forward them to third parties for undesired advertising purposes, statistical surveys or other reasons in any case. All data will be treated confidentially according to the terms of BDSG.

8.5 - All data collected by Accelerated will be held and protected in accordance with the applicable German data protection regulations. The protection of all data against unauthorized intrusion (hacking) or data misuse cannot be guaranteed by the provider. Although no liability can be taken, Accelerated undertakes to take the necessary and reasonable security measures to the best of its knowledge and belief.

8.6 - The customer agrees that the provider will send him emails during the contractual relationship for information purposes. All innovations and changes are considered to be made accessible upon delivery of the Email. Accelerated is not liable that the customer regularly and carefully retrieves or has access to his private email account and that it is available to him.

8.7 - All data protection regulations mentioned in §8 do not lose their validity even after the end of the contract.

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§9 - Availability and disruption of performance

9.1 – Usually, Accelerated makes all provided services permanently available. For failures or disturbances outside the direct influence Accelerated assumes no liability.

9.2 – In the case of failures or disruptions in the direct sphere of influence of Accelerated, liability shall at best be granted in the form of a reduction of the contractually agreed price. There will be no liability for data loss in any case.

9.3 - Accelerated is entitled to carry out maintenance work on the technology used to a reasonable extent. Related failures will only be reimbursed if the period is longer than 12 hours.

9.4 – Guarantees for the provided services are given by the provider in the form of rework warranties. Only after the third unsuccessful attempt to rectify the customer is entitled to its own choice for reduction or conversion.