

Terms of Service

1. Subject of the contract
 - 1.1. The following terms and conditions apply to all legal transactions of Waldo IT, Inh. Zeljko Kovacevic, hereinafter referred to as "Waldo IT", with their contractual partners, hereinafter referred to in short as "customer". Any conditions of the customer deviating from these terms and conditions shall only be accepted by Waldo IT after separate and written acknowledgment.
 - 1.2. All agreements between Waldo IT and the customer for the execution of an order must be agreed in writing. Changes, supplements and additional agreements must be made in writing in order to be effective.
 - 1.3. These terms and conditions also apply to all future business relationships with the customer, even if they are not expressly agreed again.
 - 1.4. Waldo IT provides services in the fields of IT programming, design, concept, planning, design and consulting, as well as other services upon request. The services to be provided arise from the joint development with Waldo IT.
2. Elements of the contract and changes to the contract
 - 2.1. The basis for the work of Waldo IT and part of the contract, apart from the sales contract, is the briefing to be delivered by the customer to Waldo IT.
 - 2.2. Any change and / or supplement to the contract and / or its components must be in writing. The customer has to bear the resulting additional costs.
 - 2.3. Events of force majeure entitle Waldo IT to postpone the project commissioned by the customer by the duration of the hindrance and a reasonable start-up period. A claim for damages by the customer against Waldo IT does not result. This also applies if important dates and / or events for the customer can not be met and / or do not occur.
3. Copyright and usage rights
 - 3.1. With the full payment of the agreed fee for the contractually agreed duration and in the contractually agreed scope, the customer acquires the rights of use for all work carried out by Waldo IT within the scope of this order. This transfer of rights of use shall apply insofar as a transfer is possible under German law and apply to the agreed use in the territory of the Federal Republic of Germany. Uses beyond this area require a written agreement within the scope of the order or a separate written sub-agreement. Rights of use for work that has not yet been paid upon termination of the contract remain subject to Waldo IT.
 - 3.2. The services developed in the context of the order are protected as personal intellectual creations by the copyright law. This provision shall also be deemed to have been agreed if the amount of creation required by the Copyright Act has not been reached.
 - 3.3. Waldo IT may sign the work developed by it in an appropriate and customary manner and publish the order for self-promotion. This signing and promotional use can be excluded by a separate agreement between Waldo IT and the customer.
 - 3.4. The work of Waldo IT may not be changed without the express authorization neither by the customer or the customer commissioned third parties in the original nor in the reproduction. Any imitation, even of parts of the work, is inadmissible. In case of violation, Waldo IT is entitled to an additional fee of at least 2.5 times the originally agreed fee from the customer.
 - 3.5. The transfer of granted rights of use to third parties and / or multiple uses are, if not regulated in the initial order, subject to a fee and require the consent of Waldo IT.
 - 3.6. Waldo IT is entitled to request information about the scope of use.
4. Remuneration
 - 4.1. The remuneration agreed in the contract applies. Unless otherwise agreed by contract, payments are due within 14 days of invoicing without any deductions. If payment deadlines are exceeded, Waldo IT is entitled to a default interest of 10% above the base interest rate pursuant to §1 of the Discount Rate Transfer Law without further warning. The right to assert further damage remains unaffected by this provision. Reminder costs and the costs - also out of court - legal investments are for the account of the customer.

4.2. If the provision of the agreed services extends over a longer period of time or if several units are involved, Waldo IT can bill the customer for advance payments for the partial services already provided. These partial services do not have to be available in a form that can be used by the customer and may also be available as a pure working basis on the part of Waldo IT.

4.3. In the event of changes or abortions of orders, works and the like by the customer and / or if the conditions for the provision of services change, Waldo IT will be reimbursed for all costs incurred and Waldo IT will be released from any liabilities towards third parties.

4.4 Cancellation by the customer of the order is only possible up to 48 hours before the start of the order. Subsequently, Waldo IT will charge the customer the full price of the contractually agreed fee as a cancellation fee.

4.5. Objections to payroll accounting of Waldo IT shall be made immediately upon receipt of the invoice, but no later than 2 weeks after the date of the invoice or invoice date, without, however, affecting the due date. The omission of timely objections is considered approval.

5. Retention of title

5.1 Waldo IT retains ownership of the delivery items until full payment.

5.2. Designs and drawings are granted only usufructuary rights, but not property rights.

5.3. The originals must therefore be returned undamaged within a reasonable time unless otherwise agreed.

5.4. Waldo IT is under no obligation to deliver files, source files or layouts created on the computer to the customer. If the customer desires the publication of the computer data or source data, this must be agreed separately and remunerated. If Waldo IT has provided computer files to the customer, these may only be changed with the prior consent of Waldo IT.

6. Special services, incidental and travel expenses

6.1. Additional expenses based on the fact that the work exceeds the agreed upon time of the respective service will be regulated in a separate contract / service. The given time results from the product description.

6.2 Special services such as Proofreading of texts are carefully read to the best of our knowledge, reworking, changes to final artwork, preparatory requirements for order processing, pressure monitoring, etc. are charged separately according to the time required.

6.3. If more designs or designs are made on request of the customer, they will be invoiced separately. The number of designs will be recorded in the offer and requires a detailed briefing from the customer. As a rule, an offer includes 2-3 designs for advertising material and an advertising concept.

6.4. Expenses for additional technical costs, in particular special material, making of models, photos, interim photographs, reproductions, photosetting, printing, etc. are to be reimbursed by the customer.

6.5. Travel costs incurred in connection with the order will only be charged if agreed with the customer.

7. Additional services

7.1. Unforeseeable additional expenditure requires the mutual agreement and if necessary the Nachhonorierung, this also applies to overtime, which goes beyond the agreed time of the respective product.

8. Marking

8.1 Waldo IT is entitled to point out the originator of all work and all advertising measures without the customer being entitled to any compensation.

8.2 Waldo IT is entitled to point out the business relationship on its Internet websites with name and company logo.

9. Delivery times

9.1 The delivery obligations of Waldo IT are fulfilled as soon as the work and services have been handed over by Waldo IT. The risk of transmission (for example, damage, loss or delay), regardless of which medium is transmitted, is borne by the customer.

9.2. Delivery times and delivery dates are only binding if the customer has any obligation to cooperate, for example. Procurement of documents, releases, provision of information, creation of service catalogs / compulsory books has properly met and the dates of AU have been confirmed in writing.

9.3 A delay on the customer side makes it impossible to guarantee timely scheduling.

9.4. If Waldo IT is in default with its services, it must first grant a reasonable period of grace. After fruitless expiry of the grace period, the customer can withdraw from the contract. Compensation for damage caused by delay can only be demanded up to the amount of the order value (own contribution excluding advance payment and material).

10. Confidentiality

10.1. Waldo IT undertakes to keep all information and documents available to it in connection with the conclusion of the contract, which are designated as confidential or clearly recognizable as business or trade secrets of the customer in other circumstances, confidential and not to achieve the purpose of the contract offered - neither record nor pass on.

10.2. Waldo IT has ensured by suitable contractual agreements with its employees and employees that they refrain from any personal use, disclosure or unauthorized recording of such business and trade secrets.

10.3 Relevant obligations apply to the customer with respect to business and trade secrets of Waldo IT, in particular also for the ideas and concepts brought to the attention during the development phase / cooperation.

10.4. The customer agrees that personal data (inventory data) and other information related to his usage behavior (connection data), such. For example, the time, number and duration of the connections, access words, uploads and downloads will be stored by Waldo IT for the duration of the contract, to the extent necessary to fulfill the purpose of the contract. With the collection and storage, the customer agrees. Waldo IT also processes and uses the collected inventory data to advise its customers, to promote itself and to conduct market research for its own purposes and to tailor its services as required. The customer may object to such use of the data. Waldo IT will not forward this data to third parties without its consent. This only applies insofar as the data is publicly accessible or Waldo IT is legally obliged to disclose such data to third parties, in particular law enforcement authorities, or insofar as internationally recognized technical standards provide for this and the customer does not object.

11. Obligations of the customer

11.1. The customer provides Waldo IT with all data and documents required for the implementation of the project free of charge. All work documents are handled with care by Waldo IT, protected from access by third parties.

11.2. In connection with a commissioned project, the customer will award contracts to other agencies or service providers only after consultation and in agreement with Waldo IT.

12. Warranty and liability

12.1. The customer must check the work and services provided by Waldo IT immediately upon receipt, but in any event within three working days and in any case prior to disclosure, and to notify defects immediately after discovery. If there is no immediate inspection or notification of defects, there are no claims of the customer.

12.2. In the event of a justified complaint, the defects will be remedied within a reasonable period of time.

12.3. The risk of legal admissibility of the measures developed and implemented by Waldo IT is borne by the customer. This applies in particular in the event that the actions and measures violate the requirements of competition law, copyright and special advertising laws. However, Waldo IT is obliged to point out legal risks if they become known to them in their activities. The customer indemnifies Waldo IT against claims of third parties if Waldo IT has acted at the express request of the customer, even though it has informed the customer of concerns regarding the admissibility of the measures. The notification of such concerns by Waldo IT to the customer must be made immediately after becoming known in written form. If Waldo IT considers a competition law examination by a particularly knowledgeable person or institution to be necessary for an action to be carried out, the customer will bear the costs in consultation with Waldo IT.

12.4. With the approval of drafts, artwork or drawings by the customer, the customer assumes responsibility for the correctness of the image and text.

12.5. For designs released by customers, artwork or drawings, no liability of Waldo IT.

12.6. Waldo IT is not liable for the competition or trademark legal admissibility and applicability of the drafts.

12.7. Waldo IT assumes no liability for the images, data and fonts provided by customers.

12.8. Waldo IT is in no case liable for the statements made in the advertising about the products and services of the customer. Waldo IT is also not liable for the patent, copyright and trademark

protection or registration of the ideas, suggestions, suggestions, concepts and designs provided in the context of the order.

12.9. Waldo IT is only liable for damages caused intentionally or grossly negligently by you or your vicarious agents. The liability of Waldo IT is limited in the amount to the one-off income of Waldo IT resulting from the respective order. The liability of Waldo IT for consequential damage resulting from the positive breach of contract is excluded, if and to the extent that the liability of Waldo IT does not result from a breach of the duties essential to the fulfillment of the contractual purpose.

12.10. Insofar as Waldo IT commissions necessary third-party services, the respective contractors / contractual partners are not vicarious agents of Waldo IT. Liability for the services and work results of such contractors / contractual partners is excluded, as far as the legal regulations do not conflict.

13. Collecting societies

13.1. The customer undertakes to pay any applicable fees to collecting societies such as Gema. If these fees are paid by Waldo IT, the customer undertakes to reimburse these to Waldo IT against proof. This can be done immediately or after termination of the contract, depending on the agreement.

14. Services of third parties

14.1. Freelancers or third parties engaged by Waldo IT are vicarious agents or vicarious agents of Waldo IT. In the course of the 60 months following the completion of the order, the customer commits himself to commissioning these, within the scope of the order execution, of Waldo IT neither directly nor indirectly with projects without the involvement of Waldo IT.

15. Work documents and electronic data

15.1. All work documents, electronic data and records, which are produced as part of the order processing on the part of Waldo IT, remain with Waldo IT. The publication of these documents and data can not be requested by the customer. The Waldo IT owes payment of the agreed fee, the agreed performance, but not leading to this result intermediate steps in the form of sketches, drafts, production data, etc.

16. Term of contract, notice periods

16.1. The contract comes into force with his signature. It is completed for a specific project or service. Termination requires the written form.

17. Disputes

17.1. If, in the course of or after completion of an order, a dispute arises regarding the commissioned project, an out-of-court mediation procedure must be carried out before the initiation of legal proceedings. In the case of disputes regarding quality assessment or the amount of the fee, external reports are drawn up in order to reach an agreement out of court if possible. The costs are shared by customers and AU.

18. Final provisions

18.1. The customer is not entitled to assign claims from the contract.

18.2. The general terms and conditions of the customer are not part of the contract.

18.3. Offsetting or the assertion of a right of retention by the customer is only permissible with recognized or legally established counterclaims.

18.4. The law of the Federal Republic of Germany. Place of performance and jurisdiction is Frankfurt am Main.

18.5. Should a provision of these General Terms and Conditions be wholly or partially invalid or lose their legal validity at a later date, this shall not affect the validity of the remaining provisions. In place of the invalid provision, another appropriate provision should apply by way of adaptation of the contract, economically closest to what the contracting parties would have wanted had they been aware of the ineffectiveness of the provision.