

Idoerr.com

General terms and conditions of business

Valid from: August 2022

§1 General provisions

1. the client agrees with the fact that personal data are stored electronically for the necessary use and for the order processing according to DSGVO defaults.
2. as soon as Idoerr.com free of charge services and achievements were furnished, these can be stopped at any time again. A refund or compensation claim does not arise from this.

§2 Validity

1. all deliveries and services of Idoerr.com are exclusively based on these terms and conditions. We do not accept any terms and conditions of a customer that contradict or deviate from the terms and conditions of Idoerr.com, unless we explicitly agree to them in writing.
2. as far as these terms and conditions contain regulations for commercial transactions, they are only valid for merchants, legal entities under public law or special funds under public law. For hosting offers of Idoerr.com our additional hosting agreements and webspace rules are valid - if not regulated otherwise.

§3 Copyright & rights of use

1. all designs, pictures, fonts and other creative developments and drafts of Idoerr.com are subject to the copyright law. The provisions of the copyright law apply even if the required level of creation according to §2 of the copyright law is not reached.
2. all design services mentioned in §3.1 may not be changed without explicit consent of Idoerr.com neither in the program code of the published website, nor for test purposes in copies. Any imitation (even of code snippets) is prohibited. A violation entitles Idoerr.com to demand a contractual penalty in the amount of the damage.

§4 Property

1. Idoerr.com reserves the right of ownership of the delivered item until all outstanding payments have been received.
2. the provision of the content and information of the website on the internet is at the risk and for the account of the client.

§5 Data protection regulations

1. the data protection regulations of Idoerr.com are valid. These can be found under the following Link to find:

<https://www.idoerr.com/mandatory-details/privacy-policy>

§6 Correction, production check & reference

1. before the publication of the website(s) binding correction lists have to be submitted to Idoerr.com.
2. the provision of the website(s) developed and/or designed by Idoerr.com on the net is done on the basis of special agreements in the name and on the account of the customer usually by Idoerr.com itself or by an external Internet Service Provider (ISP). The general terms and conditions and prices of the respective provider apply, should the latter apply. Fees for services of an external provider are to be paid directly to the provider.

§7 Liability

1. contracts between customers of Idoerr.com and an ISP are concluded directly between customer and ISP. Liability for lacking performance of the ISP (e.g. bad accessibility) are excluded. Likewise financial claims of the ISP to customers determined by Idoerr.com are excluded. Idoerr.com is in this respect excluded from liability by the client.

2. with the approval of drafts, picture production of prototypes and with the release for the design and elaboration of the website by the client, the client takes over the responsibility for the correctness of text and picture. In addition, the client assumes responsibility that the website (s) neither in content, nor in form violate applicable law.
3. Idoerr.com is not liable for the drafts, texts and graphics released by the client. The client is liable to Idoerr.com for compensation of all damages and for indemnification from all claims of third parties, which arise due to press law or other legal regulations.
4. the client guarantees that he has the right to use trademarks and company logos and to provide them to Idoerr.com. Idoerr.com is not liable for such problems.
5. should personal data or other data subject to the DSGVO be requested and/or stored via the website, compliance with data protection regulations is the responsibility of the client or their ISP. Legal claims against Idoerr.com do not exist.
6. with the publication and promotion of the website by an ISP usually the design service of Idoerr.com is completed. The maintenance and support of a website will be regulated with a new/separate contract if necessary.
7. Idoerr.com is not liable for failures of websites or non-accessibility, should the failures be due to a higher reason (e.g. server failure due to power failure). A complaint is excluded, although Idoerr.com confirms the accessibility with over 95%.
8. Idoerr.com conscientiously provides the ordered services (e.g. hosting contract or software development). Should there be any subsequent problems that are not serious, Idoerr.com is not liable.

§8 Warranty

1. Idoerr.com is not liable for used third party software (e.g. Wordpress, TYPO3, or similar) For modifications by Idoerr.com to such systems (e.g. plugin development for Wordpress) Idoerr.com assumes no liability. The software is considered as accepted at the latest when it is in productive use.

§9 Place of performance, jurisdiction and legal system

1. Idoerr.com's services are subject to German law. Place of jurisdiction is Limburg an der Lahn, Germany.
2. any changes or additions to these terms and conditions must be in written form and require the explicit consent of Idoerr.com.
3. should one point of these terms and conditions be legally ineffective, or become so after new legislation, the remaining content of these terms and conditions is not affected. In this case, the invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.