Terms and Conditions

B2B / Business customers - consolidated version

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Clear contracting identity + complete project terms

The contracting party is exclusively the natural or legal person expressly identified as the contractor in the relevant individual proposal. The complete legal identity and contractual address applicable to the engagement are provided to the customer in the individual proposal before acceptance.

This consolidated version combines the evidence-oriented B2B structure with the commercially important project, software, hosting, domain, third-party, compliance and remuneration provisions of the former version. A website, brand, domain, technical infrastructure or affiliated company does not thereby automatically become a contracting party.

§ 1 Scope, B2B status and contracting party

These Terms and Conditions apply only where they are expressly incorporated into a specific individual proposal, order confirmation or separate agreement and the customer acts in the course of its trade, business or independent professional activity when entering into the contract. They are not intended as general consumer terms.

The specific contractor and creditor are determined exclusively by the individual proposal. Before contract conclusion, the proposal states the provider identity and contractual address relevant to that engagement. No other person or company becomes a contracting party merely because it operates the website, owns a brand or domain, provides technical infrastructure or payment processing, or is affiliated with another entity.

Conflicting or supplementary customer terms apply only to the extent their application has been expressly agreed.

§ 2 Priority of individual agreements and specific Terms version

Individual agreements in the proposal or separate contract prevail over these Terms in the event of conflict. This applies in particular to the contractor, scope of services, remuneration, advance payments, due dates, project start, term, usage rights, domain status, commissions and special project conditions.

Only the specific Terms version identified before contract conclusion becomes part of the contract. That version must be accessible, storable and reproducible before acceptance. Later changes to the public Terms page do not amend contracts already concluded.

§ 3 Proposal and electronic contract conclusion

An individual proposal may be accepted during the validity period stated in it. If no validity period is stated, the proposal does not constitute an unlimited binding offer and, in case of doubt, acceptance requires separate confirmation by the contractor.

When offers.lukasteissl.com is used, acceptance may take place through a guided electronic process. Proposal number and revision, Terms version, time, acting person, company, confirmed B2B status, authority information, confirmed declarations, choice of law and jurisdiction, and technical integrity or audit data may be recorded.

Technical data such as an IP address is used only as one element of the overall evidence and is not treated as conclusive proof of identity. After acceptance, the customer should receive confirmation and the relevant contractual documents on a durable medium.

Other contracting channels, such as email or individual electronic communication, create a contract only where the parties' declarations sufficiently clearly show that they intend to contract and on what terms. Merely using a link or engaging in non-binding communication does not by itself create a complete contract.

§ 4 Scope of services, contract type and advisory character

The nature, scope and objective of the services are determined primarily by the individual proposal. Depending on the engagement, services may include business consulting, revenue and process optimisation, IT consulting, web and software development, AI automation, IT security, hosting, maintenance, support, licences, training, technical project coordination and

legally permissible transaction-, finance- or structure-related coordination and information services.

Where a specific result is expressly owed, the rules applicable to work contracts apply. For consulting and other service contracts, unless a result is expressly guaranteed, the agreed activity rather than a particular commercial, technical, tax, financial or other outcome is owed.

Statements concerning revenue growth, scaling, savings, conversion, rankings, IT security, financing, returns, tax effects, transaction security or similar outcomes are forecasts, experience-based assessments or targets and constitute guaranteed characteristics or outcomes only if expressly stated as such in the proposal.

§ 5 Customer cooperation, customer data and backups

The customer provides all information, documents, content, access credentials, data, approvals, contacts, decisions and technical prerequisites required for the agreed service completely, correctly and in due time and warrants that it is entitled to provide and use them.

The customer is responsible in particular for the legality of texts, images, trademarks, domains, data, customer data, transactions, consents and other content supplied or specified by it, unless legal review of those matters is expressly part of the engagement.

Delays caused by missing, late or incorrect required cooperation may reasonably shift agreed deadlines. Additional effort is chargeable only where there is a contractual basis or an additional order.

Unless data-backup services are agreed, the customer remains responsible for appropriate backups of its own systems and data. This does not limit mandatory liability of the contractor for breaches for which it is responsible.

§ 6 Prices, taxes and external costs

Remuneration, currency and pricing structure are set out in the individual proposal. Unless otherwise stated there, B2B prices are exclusive of legally applicable taxes.

Costs of external providers, registrars, APIs, SaaS services, licences, payment providers, lawyers or tax advisers, banks, registers or other third parties are included only if the proposal expressly says so.

External charges that have been validly incurred and cannot be cancelled may be recharged to the customer to the agreed or evidenced extent where the contract provides for such commissioning or cost assumption.

§ 7 Additional services, change requests and standard hourly rate

Changes, extensions, additional corrections, further coordination, support, emergency assistance, technical analysis, project management, documentation or other services outside the agreed scope require a separate order or a change-request procedure provided for in the proposal.

Effects of a change on price, schedule and dependencies should be documented transparently before implementation. A non-binding discussion alone does not create an additional payment obligation without a corresponding order.

For expressly ordered additional services for which neither the proposal nor the additional order specifies a different price, the standard hourly rate is EUR 120.00 net per hour. Mandatory statutory or individually agreed remuneration rules prevail.

§ 8 Advance payments, deposits, milestones and start of services

If the individual proposal provides for an advance payment, deposit or milestone payment, the proposal and related payment request determine in particular the amount or percentage, due date and payment term.

Where the proposal expressly provides that advance payment is a condition for the start of the services or a particular project phase, the contractor is not obliged to begin that part before receipt of the due payment. Different provisions in the proposal prevail.

For recurring services, advance payment for the relevant billing period may be agreed; the specific proposal or service agreement remains decisive.

§ 9 Due dates, payment and default

The payment term is determined primarily by the individual proposal, invoice or equivalent payment statement. Only if no payment term is specified there is a due remuneration claim payable within 14 calendar days after receipt of the invoice or payment statement.

Due date and default are not the same. Default is governed by the applicable statutory requirements, in particular section 286 BGB. Where the statutory requirements are met, statutory default interest and other statutory consequences apply; for payment claims between non-consumers, section 288 BGB applies in particular.

Payments are made towards the claim identified in the proposal or payment request and to the creditor identified there. Statutorily recoverable reminder, enforcement and other default losses remain unaffected.

§ 10 Works, acceptance, approvals and defects

Acceptance is required only where the relevant service is legally or contractually structured as an accept-able work. Pure services are not subject to an artificial work acceptance.

For works, the contractor may request acceptance within a reasonable period after completion. Any deemed acceptance is subject to the statutory requirements, in particular section 640 BGB. Insignificant defects do not entitle the customer to refuse an acceptance that is legally owed.

The customer should review delivered work results and approval versions within a reasonable time and specifically report identified defects. Matters of taste, subsequent change requests or new requirements are not defects where the agreed characteristics have been met.

For justified defects, cure and further rights are governed by applicable law and the individual agreement.

§ 11 Software, source code, development files and usage rights

The scope of usage rights is determined by the proposal. A distinction is made in particular between standard software, individually developed components, pre-existing components, source code, raw and development files, third-party software and open-source components.

Pre-existing, generic or reusable frameworks, templates, modules, scripts, libraries, tools, methods, prompts, workflows and know-how remain with the respective rights holder. Rights in third-party and open-source components are governed by their licence terms.

Unless otherwise agreed in the proposal, the usage rights promised there in the individual end result are granted after full payment of the remuneration due for them. Their scope must correspond to the agreed contractual purpose.

Source code, raw data, internal development files, proprietary modules, server configurations or exclusive rights are transferred only if expressly agreed. No surprising reservation of rights contrary to the expressly promised contractual purpose is created.

§ 12 AI-assisted services and automation

AI-assisted services, automation and third-party models may produce incomplete, inaccurate or outdated results despite reasonable care. Where human review is required for the agreed purpose, its scope is to be defined in the service proposal.

The customer must not use automated or AI-generated outputs without appropriate review for particularly high-risk legal, tax, financial, security-critical or similar decisions where professional review is required by the nature of the engagement.

Sensitive or specially protected data may be entered into AI or third-party systems only to the agreed and legally permissible extent. Third-party models may be subject to their own terms and technical limitations.

§ 13 Domains, hosting, email, maintenance and recurring services

Who is registered as registrant or domain holder for a domain procured for the customer and what transfer or usage rights apply must be expressly set out in the individual proposal or separate agreement where the contractor or a third party is to be the holder. Permanent domain ownership by the contractor is not created covertly by these Terms alone.

Where the individual proposal expressly states that the contractor or a third party remains the registrant, the customer receives the usage right defined there for the agreed period. Payments for registration, renewal, hosting, DNS, SSL or administration do not automatically constitute a purchase price for the domain without an express transfer agreement.

A domain transfer is governed by the individual agreement, mandatory rights, registrar rules and provision of the required registrant data. Actual registrar or transfer costs may be recharged where agreed.

The customer is responsible for the legal permissibility of domain names requested by it unless a separate trademark, name or identifier review has been commissioned.

Terms, renewals and notice periods for hosting, domain, email, maintenance, licence, monitoring and support services are set out in the individual proposal or service agreement. No automatic twelve-month renewal arises solely from these Terms unless it is sufficiently transparently provided for in the specific contract document.

After contract end, technical handover, shutdown or continuation is governed by the proposal, the customer's rights, third-party terms and reasonable transition arrangements.

§ 14 Third parties, partners and external systems

Hosting and cloud providers, registrars, SaaS and AI providers, APIs, payment providers, banks, law firms, tax advisers, registers, authorities or other partners may be involved in performing the services. Their terms, fees, availability and technical limitations may apply additionally.

The contractor gives no additional guarantee for independent decisions or failures of such third parties that are outside its area of responsibility. Its own liability for selection, integration, information or other breaches for which it is responsible, and liability for vicarious agents under mandatory law, remain unaffected.

Changes to APIs, prices, policies, accounts, availability or technical interfaces may require changes to scope, schedule or additional orders.

§ 15 Law, tax, finance, compliance, escrow and transaction coordination

The contractor does not provide regulated legal, tax, banking, insurance, investment, portfolio-management or payment services where a special authorisation is required, unless the relevant service is expressly provided by a person or entity duly authorised to do so.

Where the engagement concerns organisational or technical coordination of legal, tax, banking, trust, escrow, real-estate, crypto, precious-metal, proof-of-funds, due-diligence, financing or other transaction processes, this does not replace any required advice or review by qualified advisers or regulated service providers.

There is no guarantee that a transaction will be completed, financed, accepted by a bank, approved or cleared by an authority. The customer provides required KYC, AML, sanctions, source-of-funds, tax, compliance, ownership and identity evidence completely and truthfully.

Where there are reasonable doubts about legality, identity, source of funds, compliance or feasibility, the contractor may refuse, suspend or terminate the affected service to the extent legally permissible and proportionate.

§ 16 Introductions, commissions and anti-circumvention

A commission, introduction fee, participation or success-based remuneration claim arises only where the individual proposal or a separate agreement sufficiently defines the remunerated introduction or coordination service, the calculation basis and the essential conditions.

Where the individual proposal additionally agrees a protection period and a specifically protected business opportunity, relationship or transaction, the customer must not deliberately structure or route it through affiliated persons solely to defeat expressly agreed remuneration by circumventing the contractor.

Without such an individual remuneration and protection agreement, these Terms create neither a blanket 24-month protection period nor commission rights for every later business relationship. Statutory objections and review of reasonableness in the individual case remain unaffected.

§ 17 Confidentiality and trade secrets

Both parties appropriately protect non-public commercial, technical, financial and personal information, trade secrets, access credentials, prices, contacts, strategies, transaction data and documents that are confidential by nature or designation and use them only for the contractual purpose.

The confidentiality obligation does not apply to information lawfully public, already lawfully known, independently developed or required to be disclosed by mandatory law, authority or court order. Where lawful, the other party should be informed before mandatory disclosure.

§ 18 References and public presentation

The customer’s name, logo or non-public project details are not published for marketing or reference purposes solely on the basis of these Terms. Personal or trademark-related reference use requires a sufficient legal basis, in particular an express agreement or consent.

Anonymised descriptions of project types, methods or results remain permissible provided no confidential information is disclosed and the customer is not identifiable.

§ 19 Data protection, contractual records and security

Personal data is processed in accordance with applicable data-protection law. Details are set out in the relevant privacy notice and, where required, separate data-processing agreements.

For electronic acceptance, contractual and evidentiary data such as proposal number and revision, accepted Terms version, timestamps, acting person, authority confirmations, law/jurisdiction confirmations and technical integrity data may be stored as necessary for contract performance, documentation and legal defence.

Private contract documents, contract addresses and acceptance snapshots must be protected against public indexing and unauthorised access. An IP address or single technical characteristic is not treated as sole proof of identity.

§ 20 Liability, customer instructions and third-party claims

The contractor is liable without limitation for intent and gross negligence, culpable injury to life, body or health, mandatory statutory liability and expressly assumed guarantees.

For slight negligence in breach of essential contractual obligations, liability is limited to the loss typical for the contract and foreseeable when the contract was concluded. Essential obligations are those whose fulfilment is necessary for proper performance of the contract and on whose observance the other party may normally rely.

Where the customer is responsible for proper data backup, recoverable loss for slightly negligent data loss is limited to the typical restoration cost that would have arisen with appropriate backup. Mandatory liability rules remain unaffected.

If a third party asserts justified claims against the contractor because of content, data, trademarks, instructions or missing rights unlawfully provided by the customer and the customer is responsible for the infringement, the customer shall indemnify the contractor to the legally permissible extent from those claims and reasonable necessary defence costs. The contractor must reasonably inform the customer and, where feasible, allow the customer to participate in the defence. No indemnity applies to the extent the contractor is itself responsible for the infringement.

§ 21 Retention, suspension, termination and project cancellation

In the event of material overdue payment or a material contractual breach, the contractor may, to the extent legally permissible and proportionate, retain or suspend further own services, support, project work or services provided by it. Where required by the circumstances, a reasonable cure period must first be set.

Suspension must not be used to disproportionately deprive the customer of access to third-party or exclusively customer-owned data. Statutory retention rights remain unaffected.

Termination, withdrawal and other ending rights are governed by the contract type, individual agreement and law. The right to terminate for cause remains unaffected. Potential cause may include material breaches, persistent payment default, unlawful instructions or substantiated compliance risks, subject in each case to statutory requirements.

Upon early termination, services already rendered, validly agreed non-cancellable third-party costs and other expenses recoverable under law or the individual agreement are settled. Reserved resources are not charged as a blanket penalty; remuneration for them requires a sufficient contractual and legal basis.

§ 22 Force majeure and external impediments

Where, despite reasonable precautions, a party is temporarily prevented from performing due to an event outside its reasonable control, affected deadlines are reasonably extended. Such events may include natural disasters, war, terrorism, material governmental measures, sanctions, widespread power or internet outages, material cyberattacks or uncontrollable outages of essential third-party providers.

The affected party informs the other party, where possible, about the cause, effects and expected duration and uses reasonable efforts to mitigate loss. Mandatory rights and obligations and payment claims already due for services performed remain unaffected.

§ 23 German law, Munich jurisdiction and final provisions

Contracts subject to these B2B Terms are governed by German law to the extent a corresponding choice of law can validly be agreed and mandatory rules do not provide otherwise. The CISG is excluded only to the extent it would otherwise apply to the specific contract and its exclusion can validly be agreed.

To the extent a jurisdiction agreement may validly be made for the relevant contract under applicable international and national rules, the courts of competent subject-matter jurisdiction in Munich, Germany, shall have exclusive jurisdiction for disputes arising out of or in connection with the contractual relationship. A separate express confirmation recorded in the proposal or acceptance process remains decisive. This clause does not designate a court for payment-order proceedings and does not replace the statutory jurisdiction analysis for such proceedings.

Where a jurisdiction agreement cannot validly be made in advance against a party, statutory jurisdiction rules apply. This B2B version is not intended for consumers.

The Terms version incorporated when the contract is concluded remains applicable to that contract. New versions do not retroactively amend existing contracts. The language version incorporated and archived in the specific proposal is decisive.

If a provision is wholly or partly invalid, the remaining provisions remain unaffected and the statutory rule applies instead. No automatic validity-preserving reduction or fictional replacement clause is agreed.