



General Terms and Conditions

§ 1 Scope of Application

1. These General Terms and Conditions (hereinafter "GTC") shall govern the provision of services, performance, and deliveries by IP-Fast/Luiz Fernando Ribeiro Amaral (hereinafter "IP-Fast" or "Provider") to the Customer (hereinafter "The Customer" or "You"), unless otherwise agreed by both Parties.
2. If an individual agreement is concluded between the Parties, these GTC shall apply in addition to the agreement. In the event of any conflict between these GTC and an individually concluded agreement, the provisions of the agreement shall prevail.
3. The Parties acknowledge and agree that any deviating, conflicting, or supplementary general terms and conditions of the Customer shall only become part of the contract insofar as IP-Fast expressly agrees to their validity in writing. The Customer's general terms and conditions shall not apply, even if IP-Fast is aware of them.
4. All agreements, amendments, or waivers of these GTC shall be in writing. The Provider reserves the right to make changes to these GTC with effect for a future date. In such cases, the Customer will be informed of the changes via e-mail at least 8 (eight) weeks before the changes take effect. If the Customer does not object to the changes within this period, the changes shall be deemed accepted.

§ 2 Definitions

1. "Commercial Customers" are natural persons acting in the exercise of their commercial or independent professional activity, or legal entities or partnerships with legal capacity, as defined by § 14 BGB (German Civil Code).
2. "Private Customers" are natural persons acting predominantly outside of their commercial or independent professional activity, as defined by § 13 BGB (German Civil Code).

§ 3 Scope of Services

1. The standard services provided by IP-Fast are described on the Website. The Customer is entitled to place orders for additional services beyond the standard services. Acceptance or rejection of the order occurs in accordance with the provisions of § 4 of these GTC.
2. The scope of each service is based on the service description, the order confirmation, or other written agreements concluded between the Parties.



3. For services that include the allocation of an IP address, IP-Fast reserves the right to change the assigned address, with 4 weeks' notice, when necessary.
4. If the Customer receives additional technical support services beyond the service description (including but not limited to remote-hands, consultancy services), IP-Fast reserves the right to invoice the Customer for these services separately.

§ 4 Term and Termination

1. The presentation of services by IP-Fast, on the Internet or any other media, does not constitute a binding offer. Offers are limited in time and are only valid within the specified period. IP-Fast reserves the right to make changes within reason.
2. An agreement between IP-Fast and the Customer for the use of IP-Fast services is deemed to be concluded when the Customer submits an order, and IP-Fast accepts the order by issuing a written order confirmation to the Customer's email address.
3. IP-Fast is entitled to accept or reject the Customer's order after receiving it. Confirmation of receipt of the order does not constitute acceptance of the order, as described in § 4 paragraph 2.
4. The Provider reserves the right to terminate the contract without notice for good cause. Good cause shall be deemed to exist if the Customer is in default of payment, if the Customer violates the Provider's terms and conditions, if the Customer acts in a manner that impacts the operation or security of the Provider's infrastructure or products (including but not limited to refusing to patch vulnerabilities, hosting harmful content), or violates the Provider's Acceptable Use Policy.

§ 5 Customer Obligations

1. The Customer warrants that the information provided during the ordering process is accurate and complete. The Customer shall keep their data (name, address, email, phone number, and payment method) up to date during the entire contracting period.
2. The Customer warrants that the content published or submitted by the Customer does not violate any applicable law or regulations, infringe on the rights of third parties, or violate the Provider's Acceptable Use Policy. The Provider reserves the right to remove or block content, or suspend services that violate these provisions, should the Provider become aware of such violation.
3. For services where the Customer has full and sole administrator rights, the Customer shall maintain the security of the service, including the installation of security updates and patches, at their own expense and risk.



4. The Customer is responsible for making regular backups (security copies) of their data and storing them outside of the Provider's infrastructure. IP-Fast does not create backups of the Customer's data, unless otherwise agreed in writing.

§ 6 Payment

1. The Provider will invoice the Customer for the services provided in a timely manner. The Customer is obligated to pay the invoice within the agreed payment terms.
2. If the Customer defaults on payment, the Provider is entitled to charge interest in accordance with §288 of the German Civil Code (BGB). If the damages incurred by the Provider exceed the interest rate, the Provider is entitled to claim further damages, with proof.
3. IP-Fast reserves the right to suspend the services provided to the Customer if the Customer is in default of payment. In cases where the Customer is a Private Customer purchasing publicly available telecommunications services, the suspension will be done in accordance with §61 of the German Telecommunications Act (TKG).
4. If a payment is dishonored or reversed, the Customer must reimburse the Provider for the costs incurred as a result.

§ 7 Right of Revocation

1. If the Customer is a Private Customer, they have the right to revoke the contract within 14 days without giving any reason. To exercise the right of revocation, the Customer must inform us (IP-Fast/Luiz Fernando Ribeiro Amaral, Ferdinandstr. 40, 21614 Buxtehude, tel: +49 4161 732 3842, email: info@ip-fast.net) of their decision by means of a clear declaration (e.g., by e-mail, a letter sent by post, or a the customer panel) of their decision to revoke this contract. The form on this link can be used for this purpose, but is not mandatory.
2. The 14-day revocation period begins on the day of contract conclusion.
3. The revocation right expires if the Provider begins to provide the service before the end of the revocation period, with the Customer's explicit approval, after the Customer has been made aware that as a consequence, their revocation right will be lost.
4. In case of revocation, the Provider will refund all payments received from the Customer, including the costs of delivery (except for the supplementary costs arising if the Customer chose a type of delivery other than the least expensive type of standard delivery offered by the Provider), without undue delay, and in any event not later than 14 days from the day on which the Provider is informed about the Customer's decision to revoke this contract. The Provider will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise.



§ 8 Liability

1. The Provider provides services on a best-effort basis. The Provider is only liable for indirect damages (excluding loss of profit) if caused intentionally or by gross negligence. In the case of culpable damages that are not a result of gross negligence or intent, the Provider's liability is limited to 100% of the monthly price of the service.
2. The Provider is not liable for damages caused by loss of data on the servers, unless the Provider has acted with gross negligence or intent. The Customer is responsible for making regular backups of their data.
3. For financial losses incurred in the provision of publicly available telecommunications services, the Provider is liable in accordance with the provisions of the Telecommunications Act (TKG), in particular §58 TKG.
4. Liability for damages arising from injury to life, body, or health, as well as liability under the Product Liability Act (Produkthaftungsgesetz), remains unaffected.
5. Insofar as the Provider's liability is excluded or limited, this also applies to the personal liability of its employees, representatives, and vicarious agents.

§ 9 Special Services and Terms

1. If the subject of the contract is the registration or allocation of numbering resources, IP-Fast is only obligated to arrange the request for registration or allocation with the respective Internet Registry (including but not limited to RIPE, ARIN). The Provider does not accept any liability and does not provide any warranty that the resources will be allocated or registered by the respective Internet Registry.
2. The allocation of numbering resources is subject to the terms and conditions of the respective Internet Registry, and IP-Fast has no influence on the allocation process. The Customer is aware that the allocation of numbering resources may be subject to additional requirements, such as providing proof of need or compliance with specific policies of the Internet Registry.

§ 10 Severability Clause

If any provisions of these GTC are or become invalid in whole or in part, the validity of the remaining provisions will remain unaffected. The invalid provisions will be replaced by a valid provision that comes closest to the original purpose of the invalid provision. The same applies to any gaps in these GTC.