

Special Terms and Conditions for the „plusseryer web portals“ ("Web Portal Terms")

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1. Scope of application of these special terms and conditions, subject matter of the contract and order of precedence, contractual partners, further contractual terms and conditions

- 1.1. These terms and conditions shall apply between plusserver and the Customer (plusserver and Customer hereinafter also referred to as "**Parties**") to contractual relationships regarding the use of the customer and web portal for cloud and other IT services accessible at <https://customerservice.plusserver.com> (hereinafter "**CloudHub**"), as well as for the use of the shop system accessible at <https://shop.plusserver.com> for ordering products and services from plusserver (hereinafter "**Shop System**"; Cloud Hub and Shop System hereinafter collectively referred to as "**Web Portal**"; these terms and conditions hereinafter referred to as "**Web Portal Terms and Conditions**").
- 1.2. For the contracts concluded between plusserver and the Customer via the Web Portal, further contractual terms of plusserver shall apply – depending on the type and scope of the services commissioned by the Customer. The services to be provided as well as the rights and obligations of the Parties existing in this context result from the order confirmation (*Auftragsbestätigung*) including the Annexes and provisions listed in sub-section 1.3 below (including the documents and other contents referred to therein, collectively the "**Contract**"). In the event of contradictions between the order and the following annexes or between different annexes, the order contained in sub-section 1.3 shall determine the order of precedence.
- 1.3. This Contract includes the following exhibits and provisions (including the documents and other contents referenced in them); they form an integral part of this Contract. Reference to this Contract also includes reference to these exhibits and provisions:
 - the order confirmation,
 - these Web Portal Terms,
 - the **service descriptions** contained in the order confirmation,
 - the **Service Level Agreement** contained in the order confirmation,
 - the **Special Terms and Conditions** contained in the order confirmation,
 - **Data Processing Agreement according to Art. 28 GDPR** contained in the order confirmation,
 - **General Terms and Conditions (GTC)** contained in the order confirmation.
- 1.4. The General Terms and Conditions (GTC) of plusserver, available at <https://www.plusserver.com/agb/> or in the footer of the website, apply even if no contract is concluded via the Web Portal.
- 1.5. The Customer shall be given the opportunity in good time before conclusion of the contract to retrieve all further contractual provisions relevant to the booked services and to save them.
- 1.6. The offers on the Web Portal are directed exclusively to business enterprises within the meaning of Section 14 sub-section 1 *Bürgerliches Gesetzbuch* (German Civil Code, the "**BGB**"). plusserver shall not conclude any contracts with consumers in the sense of Section 13 BGB.
- 1.7. The application of other general terms and conditions of business or other terms and conditions of both contracting parties not expressly mentioned or referred to in this contract is excluded. This also applies if a party does not or not expressly object to the applicability of such conditions in the individual case.

2. Registration as a user of the Web Portal, Customer account, Proof of entrepreneurial status

- 2.1. The Customer can register as a Customer via the Web Portal and create a Customer account. For this purpose, he must enter certain data concerning his person and his company which will be stored by plusserver and which will make future orders via the Web Portal easier for the Customer, as this data will then already be stored when a new order is placed. In addition, the Customer must select an e-mail-address and set a password for this purpose, through which only he should have

access to his Customer account. The specified e-mail address will be verified via e-mail. The confirmation of the registration of the customer account follows immediately after the completion of the registration by clicking the button "To the portal" on the page "Complete registration". With his access data, the Customer can log in to the Web Portal. Each Customer is only authorized to maintain one Customer account at a time. The Customer is obliged to keep the password secret and not to disclose it to third parties under any circumstances.

- 2.2. The registration of the Customer to the Web Portal is free of charge. A claim for admission to the Web Portal or the creation of a Customer account does not exist.
- 2.3. plusserver shall not be obliged to accept the registration of a Customer. Furthermore, plusserver shall be entitled to block the user account and to delete the data stored therein, if the Customer, upon request, does not submit the documents required in accordance with clause 2.2 within 14 days. Any further rights to block the user account shall remain unaffected by this. Furthermore, plusserver shall not be obliged to accept orders from a registered Customer or to keep offers permanently available. Orders which have already been confirmed shall remain unaffected.
- 2.4. Apart from the declaration of the Customer's consent to the validity of these CloudHub Terms, this registration shall not be associated with any obligations. The Customer can delete his registration at any time under "My account". Registration alone does not constitute any obligation to order or purchase the products or services offered in the Web Portal.
- 2.5. Existing plusserver Customers may use existing user accounts without having to re-register.
- 2.6. Insofar as the Customer's details (e.g. contact details, account information, etc.) change, the Customer himself shall be responsible for updating them. Of course, the Customer can change his entered data or delete the Customer account at any time. These changes can be made online after logging in under "My Account".
- 2.7. The storage of data, due to legal storage or documentation obligations is not affected by this.
- 2.8. plusserver will use all personal data exclusively in accordance with the applicable data protection regulations. For details, please refer to the data protection declaration in the footer of the Web Portal.
- 2.9. The CloudHub is directed exclusively at entrepreneurs within the meaning of Section 14 BGB. plusserver may therefore demand that the Customer provides plusserver with sufficient proof of his entrepreneurial status prior to conclusion of the contract, e.g. by stating his VAT ID number or other suitable proof. The information required for proof shall be given complete and truthful.

3. Offer, conclusion and commencement of Contract, contractual language

- 3.1. The presentation of the products and services in the Web Portal does not constitute a legally binding offer, but an invitation to order (so-called "invitatio ad offerendum").
- 3.2. By clicking the "Order and Pay" button in the final step of the ordering process, the Customer submits a binding offer for the temporary use (rent) of the products and/or services displayed in the order overview. Immediately after submitting the order, the Customer receives an order confirmation, which does not yet constitute acceptance of their contractual offer. The Contract between plusserver and the Customer is only concluded when plusserver issues a declaration of acceptance, which is sent in a separate email (order confirmation, *Auftragsbestätigung*). The Contract commences upon provision of the Services, usually by sending the access data for the IT System and/or by notifying the Customer of the provision of the service in the web portal, in particular by displaying an activation date that corresponds with the time of provision.
- 3.3. If a Customer has been authorized and activated by plusserver for this purpose, an order and thus a binding submission of an offer by the Customer can also be made, in deviation from sub-section 3.2, via an interface (Application Programming Interface, "API") provided to the Customer by plusserver.

In this case, a contract between the Customer and plusserver is concluded when plusserver provides the services or the access data for the products/services, depending on the services ordered.

- 3.4. The exclusive language available for the conclusion of the contract shall be German. Translations of these Web Portal Terms, the General Terms and Conditions (GTC) or of further contractual terms or service descriptions into other languages are for information only. In the event of contradictions between the German text and the translations, the German text shall prevail.

4. Technical steps up to the conclusion of the Contract and correction of input errors, storage of the Contract text

- 4.1. To place an order, the Customer starts with placing the selected products and services in the shopping cart. There he may modify at all time the desired quantity or delete products and services completely. If he has placed products and services in the shopping cart, by clicking on the buttons „Next“, he will get first to a web page where he may enter his data and then may choose the payment method. He can review his input on the overview page that will open up. He can correct his input errors (e.g. with respect to data or quantity) using the provided fields. To cancel the order process, he can simply close his browser window. By clicking the confirmation button „Order with obligation to pay“, the Customer's declaration becomes binding in the meaning of clause 3.2 of these Web Portal Terms.
- 4.2. The Customer will receive the contractual provisions together with information on the services commissioned including these Web Portal Terms by e-mail upon acceptance of the contract offer together or together with the notification thereof this. plusserver does not store the contractual provisions for the Customer.

5. Remuneration/Prices

- 6.1 The agreed prices and the remuneration to be paid result from the order confirmation.
- 6.2 The amount of a discount granted by plusserver is specified in the order confirmation, depending on the minimum contract term selected by the Customer. Unless otherwise specified in the web portal or in the order confirmation, plusserver will also grant the discount granted to the Customer during the minimum contract term during a subsequent contract term brought about by automatic contract renewal.
- 6.3 The invoice amount owed by the customer will be collected on the next possible working day via the payment method stored via the service provider Mollie.

6. Interruption of connection or blocking of access to the IT system, termination rights

- 6.1 If a payment via the payment service provider selected by the Customer fails, plusserver is free to block the customer's IT system for access via the Internet without setting a deadline and without further notice. The temporary blocking of services does not affect the payment obligation of the Customer.
- 6.2 In the event that a payment via the payment service provider selected by the Customer or the specified means of payment fails after conclusion of the contract, plusserver shall be entitled to a special right of termination and plusserver shall be entitled to terminate the contract.
- 6.3 In the event that, after conclusion of the contract, it transpires that the Customer is named on a sanctions list of the European Union, the United States of America, and/or the United Kingdom of Great Britain and Northern Ireland, plusserver shall be entitled to extraordinary termination for good cause.
- 6.4 The termination rights in plusserver's General Terms and Conditions (GTC) remain unaffected.

7. Commencement and term of the Contract

Unless otherwise agreed, this contract shall commence upon provision. The contract shall run for an indefinite period and may be terminated by either party at any time subject to the agreed notice period, but not before the expiry of a minimum contract term, if such a term has been agreed.

8. Written Form

Amendments and supplements to this contract must be made in writing, unless plusserver provides another option for amending the contract (e.g. change options in the CloudHub) or is accepted in individual cases. This shall also apply to any amendment, cancellation or waiver of the written form requirement. Telecommunication, in particular e-mail, shall not satisfy the written form requirement. This shall also apply insofar as the written form is required in this contract for certain declarations.

9. Severability Clause

Should any provision of this contract be or become invalid or unenforceable, the remaining provisions of this contract shall remain unaffected and in full force and effect. In place of the invalid or unenforceable provision, the parties agree already now to a valid provision that comes as close as possible in legal and economic terms to the meaning and purpose of the invalid or unenforceable provision. The same shall apply to the filling of loopholes in this contract.