

Appendix to the General Terms: Essential Web

Essential Code GmbH

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For businesses only (B2B)

This appendix sets out how Essential Code and the Client work together when Essential Code provides a website as a service under its brand Essential Web. It supplements the General Terms of Essential Code GmbH. Essential Web is a brand of Essential Code GmbH, which is the Client's contract partner.

1. The service

1.1. Essential Code designs, writes, builds and runs the Client's website for a monthly fee. The monthly fee covers the setup, hosting in the EU, security, SSL, backups, uptime monitoring, updates, support and the Client's change requests under section 4.

1.2. The plan, the number of pages, any add-ons, the price and any one-time services, such as a custom design, a migration or a faster launch, are set in the individual agreement.

1.3. Pages for the imprint, terms, privacy policy and contact do not count towards the number of pages.

2. Design and content

2.1. Essential Code creates the design from its own design templates and adapts it to the Client's branding where the Client has brand guidelines. The design templates remain Essential Code's under clause 7.3 of the General Terms.

2.2. Essential Code writes the copy based on the information the Client gives. The Client checks the copy for factual accuracy and approves it before it goes live. The Client remains responsible for its own statements, offers and prices on the website and for the company details in its imprint.

2.3. The Client provides images and other material it owns or may use. Where Essential Code uses licensed images, the licence terms of their provider apply under clause 7.4 of the General Terms.

3. Launch

3.1. Essential Code shows the Client the website before it goes live. The website goes live when the Client approves it. If the Client neither approves it nor reports a defect within ten business days after Essential Code reports it as ready, the website counts as approved and may go live.

3.2. Launch dates are targets unless expressly agreed as binding.

3.3. The monthly fee is due from the day the website goes live.

4. Change requests

4.1. The Client can send change requests at any time through the agreed channels. There is no limit on their number. Essential Code works on one request at a time, in the order received, as soon as possible, on Austrian business days.

4.2. Change requests cover what comes up in normal day-to-day operation of the website, such as new or updated text, images, opening hours, offers, team members and blog posts. A redesign, a new design, a new function or pages beyond the agreed number are not change requests. Essential Code says before starting whether a request is covered or needs a separate offer.

4.3. For blog posts and similar content, the Client delivers the text and Essential Code formats, reviews and publishes it.

4.4. Essential Code may apply security updates and technical maintenance at any time without prior approval.

5. Domain and accounts

5.1. The domain belongs to the Client and is registered in the Client's name. Essential Code connects an existing domain or helps the Client register one.

5.2. Essential Code keeps the source code in its own repository and hosts the website on its own account until the end of the contract. Clauses 8.1 and 8.3 of the General Terms do not apply.

5.3. Where the Client has access to the content management system, it is responsible for the changes it makes itself.

6. Term

6.1. The initial term is set in the individual agreement and starts on the day the website goes live. During the initial term, neither party can terminate the contract by ordinary notice.

6.2. The Client may pay the initial term in one payment at the start.

6.3. After the initial term, the contract runs month to month. Either party may terminate it with 30 days' notice in text form.

7. Money-back guarantee

If the Client is not satisfied within the first 30 days after the website goes live, it can end the contract in text form within these 30 days and receives a full refund of the fees paid under the contract. The refund is paid within 14 days. Clause 6.2 of the General Terms does not apply in this case.

8. End of the contract

8.1. At the end of the contract, the Client can keep the website. Essential Code hands over the source code and the content and supports the transfer of the domain. The rights under section 7 of the General Terms apply.

8.2. Instead, the Client can continue with a smaller hosting or maintenance plan, as offered by Essential Code at that time.

8.3. Essential Code keeps the website online for 30 days after the end of the contract so that the Client can move it. After that, Essential Code takes it offline and deletes its copies, unless the parties agree otherwise.