



# Ströer Website Basic

A Ströer website gives you an online presence on the Internet. We place particular importance on technically well-built websites, secure hosting and encryption, fast loading times, mobile capability and cross-device design. We also recommend the most suitable structure for your website based on its objectives. This ensures that your website visitors can, for example, contact you as quickly as possible or receive detailed information about your services. Editorial content is individually coordinated with you and implemented by our editors.

## Ströer Website Basic Service Description

### 1. Services included:

- ★ Arrangement of a briefing meeting
  - Alignment of your goals with the new website
  - Clarification of menu and page structure for specific requests
  - Discussion of wishes, e.g. on the basis of reference pages
- ★ Clarification of questions regarding the creation
- ★ Preparation of information for implementation by the technical experts

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### 2. Services included in the creation:

- ★ Concept, creation and implementation by experienced web designers
  - Inclusive pages: 1 page
  - Included: 1 round of corrections
  - Including: one-time creation of the data protection, imprint and 404 error

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- page
    - Design based on selected template\*
  - ★ Quality assurance by senior web designers
  - ★ Responsive design
  - ★ Orientation towards WCAG conformity level AA according to the Accessibility Reinforcement Act
  - ★ As required:
    - Editorial texts and proofreading
    - Integration of professional stock photos
    - Registration of desired domain, if available and with top-level domain .de, .com, .net (other domain extensions on request and may be subject to additional costs)
    - Create an e-mail account for the domain
  - ★ Available on request for a fee:
  - ★ Customization of the contact form
  - ★ Rights of use agreement\*\*
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### **3. Services included in the hosting and service flat rate:**

- ★ Support from a team of experts
  - ★ Free update service\*\*\*
  - ★ Daily backups
  - ★ Hosting in Germany
  - ★ SSL encryption
  - ★ Continuous security and maintenance updates
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\* The selection of a template must be finalized in the briefing discussion. Changes after the start of the project lead to additional costs. The design is predefined by the template. It does not provide for any changes beyond the addition of the following elements: Buttons/icons with links, fixed icons on the sidebar, standard Google Maps section or standard contact form.

\*\* Transfer only after full payment of the agreed creation fee. If service and hosting services are agreed at the same time, you as the client shall only be entitled to the transfer of the exclusive right of use and the exclusive right of access to the website upon termination of the contract for the agreed service and hosting services by us as the contractor and full payment of the agreed remuneration for the creation of the website. In this case, you can request an export of the site or continue to have the hosting carried out by us as the contractor for the

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contractually agreed fee. When creating content, RegioHelden GmbH focuses on the best possible presentation for the customer to the best of its knowledge and belief in order to present the content authentically and convincingly. We do not guarantee new customers or positive performance of the website in search engine rankings. If the content is unclear, RegioHelden GmbH makes suggestions in the form of placeholders, which are clarified with the customer as part of the design coordination process.

Ströer websites support the current version of Google Chrome, Firefox, Safari and Microsoft Edge.

\*\*\* Scope of the free update service:

- Adding or exchanging (e.g. images, employees, menus, badges)
- Rewrite texts (max. 250 words)
- Add new texts (e.g. individual services, bullet points)
- Proofread delivered text (max. 500 words)
- Customize slogans / sentences
- Add keywords
- Existing texts correct your obligation to cooperate

## **Your obligation to cooperate:**

### **Briefing and provision obligations**

After conclusion of the contract, you will provide us with all information necessary for the creation of the website as well as necessary or desired materials (image material, logo, desired domain, auth-code for domain transfer, alternative e-mail for receiving login data of the created e-mail). You are solely responsible and liable for ensuring that the materials provided by you, such as images, maps, logos and texts, have the appropriate rights of use so that these materials may be used for the creation and operation of your website. Insofar as materials such as images and maps are created by us or obtained by us from third-party providers, we are liable for ensuring that the necessary rights of use exist to use these for the creation and operation of the website. In the event of ambiguities in the briefing or pending coordination or delivery of content, RegioHelden GmbH will make suggestions in the form of placeholders, which will be clarified with the customer as part of the draft coordination.

If the creation of editorial texts has been agreed, this will be done according to the specifications individually agreed with you with the aim of presenting the content authentically and convincingly. You must check the content of the texts after they have been created. With the release of the texts you are solely responsible for their content.

### **Revision rounds, approval of the website design and commissioning**

After completion of the website, you as the client must check it and, if it is essentially in accordance with the contract, approve it. The inspection must be carried out within 5 working days of being requested by RegioHelden GmbH. If you do not make any specific correction requests within the deadline, the website created shall be deemed to be in

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accordance with the contract in terms of content and subject matter and can be activated by RegioHelden GmbH.

One round of revisions is included during the conception phase, further changes can be ordered for an additional charge according to the valid prices. RegioHelden GmbH reserves the right to adjust the planned start date depending on the scope of the correction loops.

With the release of the website design, the website is explicitly accepted (explicit acceptance). This is technically activated for ongoing operation, any access restrictions (e.g. password protection) are removed if necessary and the site is accessible on the Internet at the agreed URL.

If the approval is only deemed to have been granted because you have not checked the website within the set period (fictitious acceptance), the website will also be activated for ongoing operation and therefore be publicly accessible. In this case, the contractual performance period for hosting and services begins at the agreed time and the customer must pay the agreed fee for hosting and services.

Upon acceptance as well as in the case of fictitious acceptance, you as the client are solely responsible for the accuracy and legal correctness of all information and content provided by you as well as the content created by us for you. Excluded from this is the responsibility for the existence of the necessary right of use with regard to external materials provided by us, such as images, videos and maps.

### **Imprint:**

We create your website with an imprint subpage. However, the content of the imprint must be created and kept up to date by you. For this purpose, we will provide you with an input mask after conclusion of the contract, via which the mandatory information to be provided at the time of creation in accordance with § 5 DDG can be inserted. The provision of the input mask does not constitute legal advice. Which of these (and possibly other) details you are required to provide as part of the imprint obligation depends on various factors, such as your legal form, profession and your other commercial communication. We do not provide any advice or check the information in this respect and are not liable for the correctness, completeness and up-to-dateness of the information provided.

### **Accessibility**

We provide you with a free subpage on your website to display an accessibility statement. However, the content of this declaration must be created and kept up to date by you.

### **Data protection**

We make sure that the website has a corresponding subpage that allows you to access the website at the time of Completion of the legally compliant privacy policy for the website

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and, if necessary, a consent management tool (see CMT). We accept no liability for the website complying with current data protection requirements in the event of changes to the law or case law occurring after acceptance of the website or in the event of adjustments to the website and data protection provisions by you or by us on your behalf. We recommend that you have your website checked regularly by a legal advisor.

### **Consent Management Tool (CMT)**

If user data is collected, we use a consent management tool from the provider "Klaro!". The user can make and revoke individual settings for data collection on our websites at any time.

### **Export of the website:**

Upon termination of the contract, the customer shall receive a static HTML export as a zip file including the images licensed for the website. Such an export represents the basic structure of a website and must be uploaded to a new hosting provider in order to be publicly accessible again. Changes are then made in the code itself and the contact form must be linked to a new database. Special plugins (additional functions) may result in functional restrictions.

### **Accessibility**

The client is responsible for complying with legal requirements for accessibility - in particular in accordance with the German Accessibility Improvement Act (BFSG). Please check whether your company is subject to the BFSG and whether this results in specific obligations for your website. Please note: You are responsible for the accessibility of the content you provide or exchange yourself - e.g. PDF documents (such as menus), images, video or audio files. In order to comply with the WCAG standard (conformance level AA), media content may need to be supplemented by a transcript. We will be happy to integrate a free sub-page with information on accessibility if you provide us with this content.

### **Further contributions**

In the case of payment by installments, receipt of payment of the set-up fee and completion of a customer briefing (by form or appointment) is a prerequisite for website creation.

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