**By creating an account for "lyria" (registration) through the website of Siteface UG at www.lyria.de, you (the customer) accept the following Terms and Conditions (T&C).**

## 1. Introduction and General Provisions

### 1.1 Scope and Subject Matter of the Contract
These T&C apply to all contracts regarding the use of the software provided by Siteface UG (limited liability) under the Software-as-a-Service (SaaS) model, as well as related services such as data hosting and consulting services. The customer agrees to the T&C upon registration via the website. Any terms deviating from these will only be recognized if confirmed in writing by Siteface UG (limited liability).

### 1.2 Changes to the T&C
Siteface UG (limited liability) reserves the right to amend these T&C in a reasonable manner. The customer will be informed of any changes at least two months before they come into effect via email. If the customer does not respond after receiving the notification of changes, this will be considered consent. In the event of customer objection and proof of unreasonableness, the customer may exercise the right of special termination.

## 2. Registration and Conditions of Use

### 2.1 Registration and Account Management
After registration, the customer will receive a personal account, whose login credentials must be kept confidential. Registrations under false names or with fictitious email addresses are prohibited. In the case of false information, Siteface UG (limited liability) reserves the right to delete the account. The customer is liable for any damages resulting from violations of these rules.

### 2.2 Commercial Use
The software is intended exclusively for commercial customers. By activating the subscription, the customer confirms that they are using the software solely for commercial purposes. Use for private or personal purposes is not permitted.

### 2.3 Customer Obligations
The customer agrees to use the software only within the intended scope. Misuse, particularly introducing viruses or impairing the availability for other users, is prohibited. The customer is responsible for securely storing their login credentials and preventing unauthorized third-party access to the software.

## 3. Contract Formation, Term, and Termination

### 3.1 Conclusion of the Contract
The contract between the customer and Siteface UG (limited liability) is concluded upon registration via the website. The provision of services is subject to availability, especially when third parties are necessary for the service provision.

### 3.2 Contract Term and Termination
The contract is concluded for an indefinite period. Termination is possible at the end of the current billing period, and for free subscriptions, it can be immediate. After termination, Siteface UG (limited liability) has the right to delete the account, including all data. Upon customer request, data will be provided in a machine-readable format, if technically possible. This service is subject to a fee.

## 4. Fees and Payment Terms

### 4.1 Upgrading/Downgrading Subscriptions
The fee for using the software is based on the chosen subscription and the contractually agreed services. For paid subscriptions, the customer agrees to pay the agreed monthly fee plus applicable VAT. In the event of a payment delay of at least 30 days, Siteface UG (limited liability) may suspend service until payment is made. A delay of more than 60 days entitles the company to terminate the contract without notice.

### 4.2 Upgrading/Downgrading Subscriptions
Upgrading to a more expensive subscription or adding users is possible at any time. Downgrading or reducing the number of users is only possible at the end of the current billing period. Features linked to a specific subscription will be activated or deactivated accordingly.

## 5. Data Protection, Data Security, and Confidentiality

### 5.1 Data Protection and Processing
Siteface UG (limited liability) handles personal data of the customer and users with the utmost care and in accordance with applicable data protection laws. Personal data will not be disclosed to third parties without the user's explicit consent, unless legally required.

### 5.2 Data Security and Encryption
Communication with the software is exclusively via HTTPS to ensure the protection of user data. Siteface UG (limited liability) takes appropriate measures to prevent data loss and unauthorized access, including daily data backups on multiple redundant servers.

### 5.3 Confidentiality
Siteface UG (limited liability) commits to maintaining confidentiality regarding all business or operational secrets of the customer learned in the course of executing the contract. The customer's company name and logo may only be used as a reference if the customer does not object in writing.

## 6. Defects, Availability, and Warranty

### 6.1 Defect Notification and Rectification
If Siteface UG (limited liability) fails to provide services as agreed, the customer is entitled to rectification. Defects must be reported immediately via the support channel. If rectification fails, the customer may terminate the contract or request a price reduction.

### 6.2 Software Availability
Siteface UG (limited liability) guarantees a system availability of 95% within 30 days. If availability falls short, the customer is entitled to a proportional reduction in fees.

### 6.3 Warranty Disclaimer
Siteface UG (limited liability) does not guarantee that the software will meet all customer requirements or that all non-critical errors will be corrected.

## 7. Liability and Compensation

### 7.1 Limitation of Liability
Siteface UG (limited liability) is not liable for damages caused by unauthorized third-party access to personal data or by the use of the software, unless due to gross negligence or intent.

### 7.2 Responsibility for Content
The customer is solely responsible for all stored content and is liable for compliance with license rights.

### 7.3 Indemnification for Third-Party Claims
The customer agrees to indemnify Siteface UG (limited liability) against all third-party claims arising from the storage of the customer's data.

## 8. Final Provisions

### 8.1 Notices
All notices must be sent in writing to the specified addresses. Sending via email fulfills the requirement for written form. Changes to the address must be communicated immediately.

### 8.2 Applicable Law and Jurisdiction
The law of the Federal Republic of Germany exclusively applies. The place of jurisdiction for all disputes is Siegen.

### 8.3 Severability Clause
Should any individual provisions of this contract be invalid, the validity of the remaining contract shall remain unaffected. In such cases, the parties shall agree on a provision that comes as close as possible to the intended purpose.