

Terms and Conditions

Effective as of: 26.05.2025 (April 26, 2025)

Operator: Dmitry Plesunov, Jedelstetten 24, 82269 Geltendorf, Germany

Legal Structure: Self-employed software development under German law

Contact: gxl@gm.de

0. Definitions

In these Terms and Conditions, the following terms are used:

- "I" / "me" / "my": Refers to the provider: Dmitry Plesunov, operating as a self-employed software developer in Germany.
- "you" / "your": Refers to you as the customer - the person or organization using my services.
- "we" / "us": Refers to situations where collaboration or a shared step between the provider and the customer is involved.
- "project": Refers to the digital product I create for you.
- "contract": Refers to the agreement between you and me regarding the development and/or hosting of a project.

1. What I Offer

I develop and host digital projects - such as websites, web apps, and bots (e.g. Discord or Telegram bots). You pay a one-time development fee and a recurring monthly hosting fee for using my infrastructure.

2. How We Make a Contract

Before anything is billed, we'll talk about your project. Here's how it goes:

- We discuss what you need.
- I build the project for you.
- You get 2 weeks to test everything without any payment obligation.
- If you're satisfied, you confirm the contract in your online account.
- Once confirmed, you are billed via Stripe. Your project then goes live.

If you choose not to confirm, nothing happens. No project goes live, no billing takes place.

3. Payment

- All payments are processed via Stripe.
- You'll receive a receipt for each payment.
- The monthly subscription starts only after contract confirmation.
- No refunds are given for the current billing period after confirmation, as the test phase already happened beforehand.
- If your payment method fails, just contact me. I'll cancel the current contract and send a new one once the payment details are updated.

4. Cancellation

You can cancel your subscription at any time via your customer portal. Here's what happens:

- Cancellation is effective immediately in the system (within ~10 minutes).
- Your project stays online until the end of the current billing period, then it goes offline.
- If you cancel by mistake or need a new payment setup, just contact me - we can start a new contract.
- If you've lost access to your account/email, email me with proof (like receipts), and I'll cancel or transfer the account manually.

Once a contract is cancelled, it can't be reactivated. If you want to continue, a new contract will be offered (with the development fee waived if no changes are needed).

5. Uptime and Service

- I aim for 24/7 uptime. Exceptions include things outside my control (e.g. power outages, natural disasters).
- If downtime is my fault, I'll fix it as soon as possible.
- If downtime lasts longer than a full month, I'll refund the hosting fee for that month.
- Backups are available on request, but not done automatically.
- Support includes bugfixes and basic help. Bigger feature requests require a new contract.

6. Usage Limits

- Each project has a RAM usage limit, which we'll agree on beforehand.

7. Legal Use and Responsibility

- You must not host illegal content or services on my servers.
- You're also not allowed to violate the terms of third-party services (e.g. running a Discord bot that collects user data without permission).
- If illegal or abusive behavior is detected, I reserve the right to terminate the service and cancel the contract without notice.
- I'm not responsible for any user-generated content or the legal compliance of your project - that's your job.

8. Intellectual Property

- I retain ownership of the project code unless we explicitly agree to open-source it.
- If open-sourced, I'll release it under the MIT License.
- You have the right to use and operate the service during the active contract term.

9. Complaints and Disputes

- Complaints about the service or hosting can be sent directly to me.
- Complaints about your project or user experience must be handled by you.
- German law applies to this agreement.
- Any disputes shall be resolved under the jurisdiction of German courts.

10. Final Notes

- These Terms may be updated in the future.
- Changes only apply to new contracts.