AKI GmbH
Otto-Hahn-Straße 12 – 40670 Meerbusch – Tel.: +49 (0)2159 918-0

General Terms and Conditions of Contract of AKI GmbH (Provider) for Teleservices -TV AKI-

(Version 1.1E – Juli 2026)

1. Subject of the teleservice agreement

Insofar as the Provider, in the performance of its activities under the contract concluded with the Customer, additionally provides its services by means of remote maintenance ("Teleservice Services"), the following Terms and Conditions shall apply in supplementary fclashion.

2. Data control

2.1 The Customer has data control over the Customer's data and other components. The Provider shall not acquire any rights of its own in this respect.
2.2 The Customer shall remain solely responsible for assessing the permissibility of the data processing and the Teleservices, and for safeguarding the rights of the data subjects concerned.

3. General obligations

3.1 The Provider shall ensure that all its services are monitored by the Customer during their execution and can be traced after their completion. The Provider shall document the services it has performed in its Ticket Tool.
3.2 The Provider shall not store and retain any data on its own equipment or storage media. Should this nevertheless be absolutely necessary for the fulfilment of the Provider's obligations, the Provider shall notify the Customer of this and obtain separate permission for this. In doing so, he must make known which data – for which period of time and for which reason – must be stored, in order to obtain the permission. After completion of the task concerned, the stored data shall be deleted.

4. Teleservices

4.1 The Provider renders teleservices. Suitable remote maintenance software is used for the Provider's remote access to the Customer's servers. After starting the remote maintenance software on this PC and transmitting the access data, the connection is established by the Provider. The connection request must be confirmed by the Customer. The Customer can always follow the work and intervene at any time. The software can log and record connections.
4.2 The Provider shall ensure the spatial, organisational and personnel-related separation of data processing for the Customer from other divisions and any other Customers on its premises.
4.3 Employees of the Provider who render teleservices shall be obligated to maintain telecommunications secrecy in accordance with Section 88 German Telecommunications Act (TKG) and to maintain data secrecy.
4.4 The Provider shall, as far as possible, perform the provision of the teleservices on screen without the simultaneous storage of the data. Copies or duplicates of the data shall not be made without the knowledge of the Customer.
4.5 Decisions on the organisation of data processing and on the procedures used that are significant for security shall be agreed with the Customer and the Provider.
4.6 The Customer shall provide a sufficient network connection at its own expense. Dial-up into the Customer's network shall be at the expense of the Provider.
4.7 The provision of teleservices from private residences is permitted.
4.8 The Provider shall ensure that no data of the Customer can be irretrievably deleted by its activities in the context of the provision of said teleservices.

5. Special control rights in the provision of teleservices

5.1 Any formal requirements of the Customer for the establishment of Teleservice Access for the provision of teleservices vis-a-vis the Customer shall be complied with, unless such requirements are deemed to be disproportionate. The Customer shall notify the Provider of any formal requirements for setting up teleservice access in text form and in due time.
5.2 The Provider may not perform any teleservices on the Customer's systems on its own authority. Electronic retrieval of the Provider's teleservices by the Customer's employees is always required.
5.3 The Customer is able to monitor and interrupt the Provider's teleservices at any time.
5.4 The Provider shall ensure that the technical means used by him enable a secure authentication of the respective vicarious agents involved in the provision of teleservices on the part of the Customer and the Provider ("communication partners"). The date, time, communication partner, type and scope of the teleservices provided, as well as the concrete activities carried out, shall be logged by the Provider in such a way that they can be traced in an audit. These logs are to be sent to the Customer upon request at the end of a session.
5.5 The Provider shall be entitled to keep a copy of the sent logs for as long as the Provider has a legitimate interest in doing so. The Provider is thus entitled to keep a copy of the sent logs for a period of 90 days for archiving and monitoring purposes.

6. Data protection

6.1 In view of the fact that the Provider has at least potential access to personal data in the Customer's jurisdiction within the scope of the provision of teleservices, the contracting parties shall additionally conclude an agreement on commissioned processing within the meaning of Art. 28 GDPR.
6.2 Further information on the processing of personal data by the Provider can be found in the data protection information attached to this Teleservices Agreement. If the Customer is a legal entity, the Customer shall make it available to the data subjects at the Customer (e.g. employees of the Customer) to the extent the Customer is legally obligated to do so.

7. Information requirements

7.1 The contracting parties undertake to notify each other without delay in each case if breaches of data protection law (or of the obligation to maintain secrecy or confidentiality) are identified, or if such a justified suspicion exists.
7.2 Should data of the Customer, which is with the Provider, be endangered by measures of third parties (such as by attachment or seizure), by insolvency or settlement proceedings, or by other events, the Provider shall notify the Customer without undue delay.
7.3 The Provider confirms that it, in compliance with Art. 37 et seq. GDPR and Section 38 Federal Data Protection Act (BDSG), has appointed a company data protection officer.

8. Liability

Liability for compensation for damages suffered by a data subject due to inadmissible or incorrect data processing within the scope of the contractual relationship pursuant to the GDPR, the BDSG or other data protection regulations, shall be governed by Art. 82 GDPR.

9. Right of retention

The defence of the right of retention within the meaning of Section 273 German Civil Code (BGB) is excluded with regard to the processed data and the associated data carriers.

10. Duration of the contract

The term of the Teleservices Agreement shall depend on the term of the contract under which said teleservices are rendered.