

Payment & Billing Terms

Payment methods, invoices, subscriptions, failed payments, chargebacks, refunds and payment default.

Last updated: 2026-05-02

1. Scope

These terms govern payment methods, invoices, subscriptions, failed payments, refunds, chargebacks, reminders and payment default for OpenDucks IT services.

2. Payment Methods

OpenDucks IT may accept PayPal, Stripe, direct credit or debit card payments and bank transfers. Availability can vary by product, country, risk check, contract type and invoice amount.

Payments through PayPal or Stripe are also subject to the terms and privacy notices of the respective payment provider.

3. Invoices and Due Dates

Invoices are provided electronically unless otherwise agreed. The customer must keep billing data accurate and pay invoices within the stated payment period. If no period is stated, invoices are due immediately.

4. Recurring Payments

Recurring services such as hosting, managed services, software subscriptions, support or maintenance may be billed monthly, annually or according to the agreed billing period.

If an automatic payment method is authorised, OpenDucks IT may charge due recurring amounts through that method.

5. Failed Payments and Chargebacks

If a payment fails, the claim remains due. OpenDucks IT may retry the payment or request another payment method. Fees caused by unjustified chargebacks, reversals or failed payments may be passed on where legally permitted.

6. Reminder, Default and Interest

The customer enters default after a reminder following due date. A reminder is not required if payment is scheduled by calendar date, refused finally or default occurs by law.

Payment claims are in default no later than 30 days after due date and receipt of invoice or equivalent payment statement; for consumers this applies only if the invoice specifically refers to this consequence.

Default interest is five percentage points above the base rate for consumers and nine percentage points above the base rate for payment claims where no consumer is involved.

In addition, where legally permitted, OpenDucks IT may charge a flat default damage, reminder and handling amount of 4.00 EUR for each commenced week of payment default after default has occurred. The customer may prove that no damage or effort, or a materially lower damage or effort, has occurred. This flat amount does not apply where mandatory law excludes or limits it.

For non-consumers, OpenDucks IT may also claim the statutory 40.00 EUR default lump sum. Any agreed or charged default lump sum is credited against legally creditable damage positions where required by law. Further default damages remain reserved.

7. Refunds

Refunds are granted where required by law, contract or express approval by OpenDucks IT. Setup work, already provided services, configured services, third-party fees, domains and consumed resources are generally not refundable where legally permitted.