

# GENERAL TERMS AND CONDITIONS

Channel Pilot Solutions GmbH, Überseeallee 1, 20457 Hamburg, Germany ("Provider") offers a web-based multichannel online placement service ("Service") via their website [www.channelpilot.com](http://www.channelpilot.com) and further respective country-specific domains (e.g. [www.channelpilot.de](http://www.channelpilot.de)). Provider operates the Service and makes the Service available for use to their customers ("Users") as a cloud solution (Software as a Service – SaaS).

Provider and User shall also be referred to subsequently as "Party" or together as "Parties" respectively.

## § 1 SCOPE OF APPLICATION

1. Unless agreed otherwise between the Parties in writing, any use of the Service as well as the conclusion of a contract with respect to the use of the Service incl. electronic orders facilitated via Provider's website, and all other services and deliveries of Provider are exclusively provided on the basis of, and governed by, these General Terms and Conditions ("GT&C") in their respective current version. Any general terms or conditions of User shall not apply, unless Provider agrees thereupon in writing. The activation of Service or provision of any other service or delivery by Provider shall not be considered consent in this regard.
2. Any of Provider's service or product offers as well as these GT&C only apply vis-à-vis business enterprises in the sense of Sec. 14 German Civil Code, bodies corporate under public law, special funds under public law and other institutional customers which, when commissioning Provider, do not act for private purposes and, therefore, are not to be qualified as consumers according to Sec. 13 German Civil Code. These GT&C also apply for any future business with User within the scope of an ongoing business relationship.
3. Provider may change these GT&C at any time. Changes to these GT&C shall only be considered a component part of the contract concluded with User if a contract already exists between Provider and User. Provider will inform User about a change of these GT&C in text form, with typographical emphasis on the amendments. The change is deemed approved by User, unless User objects thereto in text form within 6 (six) weeks from receipt of the change notification, and if and insofar Provider has expressly indicated this consequence in the change notification to User.
4. As regards the use of the website [www.channelpilot.com](http://www.channelpilot.com) and the respective country-specific websites, in all respects particularly related thereto, Provider's *Website Terms of Use* apply.

## § 2 SERVICES OF PROVIDER

1. Provider operates the web-based Service and makes it available to User as a cloud solution (SaaS). Details as to the functionalities of the Service can be found either within a specific offer issued by Provider for User, or within the respective technical data descriptions which Provider publishes on their website.
2. Provider makes the Service available to User as a technical platform enabling User to carry-out placements of User's online-shop offers via online channels. User is provided with the technical facility and authorization to access the platform and use the platform's functionalities via telecommunication means and User's own hardware.
3. It is impossible for Provider to ensure the uninterrupted operation of the Service at all times for technical reasons. Rather, User acknowledges that, for several reasons, the possibility to use the Service may be interrupted/restricted ("Disruptions and interruptions to service"), in particular based on the following circumstances: (a) planned maintenance work, (b) unplanned interruptions (e.g. emergency maintenance) which are urgently necessary for fault rectification or avoidance of damages, (c) interferences or delays based on the breakdown or overcharge of Internet- or telecommunication lines, as well as (d) Force Majeure or other circumstances which are unforeseeable and which Provider is not responsible for (see § 8.2 below). Provider shall strive to minimize such disruptions and interruptions to service as much as possible.

The Service Interruptions and Disruptions mentioned in § 2.3 of these GT&C shall not be considered as default or any other form of a contract infringement on Provider's side, insofar as it is merely an insignificant and temporary disruption or interruption to service.

4. Furthermore, with respect to the tracking function comprised by the Service, User acknowledges that, in connection with the tracking and analysis of tracking data, according to the current state of the art, technically caused inaccuracies or deviations may occur (e.g. caused by different counting methods for clicks, by which an end user accesses User's shop via the Service and/or via online channels). Insofar as tracking data are relevant for the carrying-out of the contract between the Parties (e.g. transaction-based remuneration), the tracking data established by Provider shall be decisive.
5. Provider may engage third parties for rendering the contractual services (subcontractors).
6. Provider does not owe any upgrading or enhancement of the Service by new functions exceeding the scope of functions as existent at contract conclusion. However, Provider reserves the right to conduct modifications at any time in order to enhance or update any functionality, whereby the aforesaid does not establish any claim for User, nor may User derive any claim therefrom. In case of such modifications, Provider will inform User in due advance before taking them into operation.

Provider will also inform User about newly developed additional optional modules (if any), which Provider offers against separate remuneration.

7. User is solely responsible for the contents of any offers, which User transmits or makes available for call-off by online channels, and which are placed accordingly, via the Service, as well as for any underlying data. Provider does also not accept any responsibility for the contents of any end user orders, which may be transmitted back to User's online shop via the Service, and which have been generated via an online channel. Provider only makes available the technical requirements for the transmission/call-off of such data, but does not owe any examination of their contents under any factual, legal or other aspects, and Provider does also not owe any examination of data transmitted or made available for call-off with respect to such data's correctness, completeness, integrity or authenticity. Beyond the scope of functions of the Service – technical basis for data transmission/ making available of data for call-off – Provider also cannot accept any warranty for a successful placement of User's offers with an online channel.
8. The selection of online channels, which are accessible via the Service, is at Provider's free discretion, whereby Provider will appropriately consider the legitimate interests of the community of Users. However, special requests by individual Users may not be considered in this regard. Online channels may be added or dropped at any time. In case of substantial changes with respect to the online channels accessible via the Service and/or the number of such channels, Provider will inform User.
9. Insofar as agreed-upon in the individual case, Provider will additionally provide User with certain tools for the technical connection to the Service (e.g. plug-in for User's online shop, apps etc.). Depending on the individual case, this may also be done without remuneration.

## § 3 CONTRACT CONCLUSION AND REGISTRATION AS USER

1. Provider will only conclude contracts with persons, who have the full capacity and legal ability to sign contracts, and who are minimum 18 years of age.
2. A contract on the use of the Service ("User Contract") may be concluded either via an individual offer issued by Provider and a respective acceptance of such offer issued by User. Alternatively, User may use the electronic ordering process facilitated via Provider's website.. When using the online ordering process, User has to completely fill in the electronic order form, including choosing the desired tariff for Service usage. By transmitting such order form, User issues a binding offer for contract conclusion, which Provider can accept within two weeks. However, the User Contract will only be effectively concluded if Provider confirms the registration in text form (letter, fax, email) or activates the Service for User. However, there is no general right of use or access to the Service; Provider explicitly reserves the right to refuse orders.

3. When using the online ordering process, the following applies additionally
  - a. Before transmission of the electronic order form, User will be shown a summary of the content of his Service-related order, and will be given the opportunity to check and update or correct his product choice and registration data.
  - b. The order contents, these GT&C as well as Provider's Data Privacy Statement may be called-up and stored electronically or printed out at the time of the order transmission. After order transmission, the individual order content will not be available online any longer. These GT&C and the Data Privacy Statement may be accessed at any time in their respective current version via Provider's website, and may be stored and printed out; however, these conditions may change from time to time.
  - c. After receipt of the order, Provider will send out to User an automatically generated order acknowledgment. However, this is not to be considered an order confirmation in the sense of acceptance of a contract offer, but merely an electronic acknowledgment that the order has been received.
  - d. The following languages are available for the contract conclusion process: German, English, French and Spanish as well as such further languages, which reflect the respective available language versions of Provider's website, and which will be indicated by the respective menu items or icons.
4. Notwithstanding the chosen possibility to order (offline or online), it is a precondition for use of the Service that the User registers himself for his online-access to the Service, which is operated as a cloud solution. With respect to such registration, User is obligated to completely and correctly fill in the respective form made available by Provider.
5. When issuing his respective declaration aimed at contract conclusion, User accepts these GT&C as well as Provider's Data Privacy Statement, and affirms that his transferred data are correct and complete. Any later changes to such data shall be immediately communicated by User to Provider .
6. With respect to the password chosen by User for his access to the Service (password and email address together "Login"), User undertakes to keep such a password confidential, store it separately, and not to disclose it to third parties. Should User becomes aware that any third person may have gotten knowledge of User's password or Login, or use the respective password or Login, User shall immediately inform Provider in writing. User is responsible for all actions of third parties, which are conducted under use of his Login; in particular any potential orders by unauthorized third parties using User's Login, and any claims resulting therefrom, if and insofar as these actions are attributable to him by proxy regulations or implied legal principles.

## § 4 RIGHTS OF USE

1. Provider grants to the registered User a non-exclusive, non-transferable and non-sublicensable right of use, temporarily limited to the duration of the User Contract, entitling User to use the Service for his own business purposes in connection with the placement of online shop offers. Beyond that, no further rights, in particular with respect to the software applications underlying the Service or any operating software of Provider, are being granted.
2. Any use of the Service beyond or exceeding the extent of use as described in § 4.1 above is illegal. In particular, User is not entitled to copy, process or further develop the Service or any parts thereof or the underlying software, to decompile the source code or otherwise make the source code legible or usable, to make the Service or any related software publicly available, let or lease or otherwise transfer it to third parties, to commercially utilize the Service or any software, use it for the purposes of third parties or facilitate any of the aforesaid. However, the aforesaid shall not interfere with User's statutory minimum rights according to §§ 69d and 69e of the German Copyright Act.
3. Should User culpably facilitate any use of the Service or of any software of Provider by unauthorized third parties, Provider explicitly reserves the right to claim damages. In case of any unauthorized facilitation of use by third parties, immediately upon Provider's request, User shall submit Provider with all information necessary to assert legal claims against the third party user.

## § 5 USER'S OBLIGATIONS

1. User is responsible for his technical connection to the necessary telecommunication means and, via those, to the Service, as well as the making available of necessary interfaces to his own applications.
2. User is responsible for selecting the user settings for the Service in a way as to secure an interruption-free use of the Service. User is obligated to immediately inform Provider of any changes which arise within his sphere of activity if they may affect the provision of the Service or be detrimental to the security of the Service.
3. User shall, within his own sphere of organization and responsibility, implement sufficient and state-of-the-art protection measures in the interest of data and information security, in particular carry-out regular data backups. As regards User's connection to the Service, he shall provide the necessary security precautions (e.g. firewalls, and using a software suitable for access via the Internet and safeguarding a secure data transmission).
4. User must protect any Logins allocated with him and his employees against unauthorized access by third parties, and may not disclose such items to third parties. In case of loss of access/Login

data, and in case of a threatening unauthorized use of access/Login data (e.g. after an exchange of employees or any other organizational change) User is obligated to inform Provider immediately in text form, in particular in order to enable Provider to decide whether a blocking of access to the Service (see § 6 of these GT&C) is to be initiated. Furthermore, User is obligated upon learning of unauthorized access by third parties to cooperate insofar as cooperation is required of User.

5. User is obligated to refrain from all measures which may jeopardise or disrupt the operation of the Service. Furthermore, User is obligated not to use or allow the Service to be used illegally or improperly, particularly in terms of business transactions relating to such subjects which may violate legal provisions. User shall not conduct or facilitate any improper or illegal use of the Service.
6. In particular, the Service must not be used for business transactions which infringe statutory provisions. The Service shall not be available to users which provide any internet offers (e.g. goods-selling or download offers, or links to such offers) having a content which is prohibited by statutory law, e.g. radical, racist, pornographic, violence glorifying, offending or otherwise illegal content.
7. Provider also excludes from the use of the Service any user demonstrably practicing dubious business methods.
8. User shall indemnify and hold Provider harmless from and against any upcoming (existing or alleged) third party claims, including the costs for legal representation, resulting from any actions or failures of User, in particular claims resulting from improper or illegal use of the Service or from an infringement of applicable laws or third party rights by User himself or tolerated by him. If User recognizes or should have recognized that any such infringement is threatening, he is obligated to inform Provider of this immediately.
9. Any additional costs resulting from any neglected, non-timely, non-complete or non-correct compliance with User's obligations shall be borne by User, if he is responsible for this or liable for other reasons.

## § 6 INFRINGEMENT OF USER'S OBLIGATIONS, BLOCKING OF ACCESS TO THE SERVICE

1. Provider may, at any time, in whole or in part, block User's access to the Service or delete User's account, if (a) User infringes any of his obligations related to the safeguarding of data and information security, (b) there is imminent danger of damage to or impairment of any systems, data or services of Provider or any systems or data of any other customer of Provider, or danger of damage to the public, (c) any offers or data transmitted by User via the Service, or respectively, any business transactions conducted via the Service, are infringing applicable legal provisions or third party

rights, or (d) any other circumstances are given which entitle Provider to immediate contract termination for cause. Furthermore, blocking of access is possible if User (e) is in areas with payment of more than two contractual remuneration claims, whereby such blocking/deletion will only be initiated after Provider has first issued a payment reminder including the setting of another reasonable deadline for payment of minimum 14 days and an indication that, after unsuccessful expiration of the deadline, blocking/deletion will be made.

2. If the blocking of access is a result of a contract infringement by User, access will only be restored if the infringement is permanently remedied, or the risk of recurrent infringement is effectively excluded by a cease and desist declaration including contractual penalty. However, Provider is not obligated to enable access again if this would be unreasonable, e.g. if the reason for blocking also entitles Provider to an extraordinary termination without notice for cause and Provider terminates this contract extraordinarily and without notice.
3. If a blocking/deletion is due to a contract infringement by User, User is not entitled to retain any due payment or assert any damage claims against Provider.
4. Should Provider, by way of an exception, facilitate User with an account free of charge, Provider may block or delete such account at any time, without giving reason, and/or decide that further use of the Service is conditioned upon payment of a remuneration.
5. In addition, User acknowledges that Provider may be obligated for statutory or contractual reasons to remove individual online channels from the Service.

## § 7 REMUNERATION

1. In consideration of the Service use, User shall pay to Provider a remuneration according to Provider's respective price list as valid at contract conclusion, insofar nothing else has been agreed to in writing.
2. All prices apply net, plus the respective statutory value added tax (VAT, currently 19%, if applicable). If User's business seat is outside Germany, and if, in connection with service rendering for a foreign customer – despite the choice of law according to the User Contract and due to mandatory local laws at User's business seat or the place where services are provided – there should be any applicable particular taxes, customs duties or other charges, all such taxes, duties and charges are to be borne by User or, respectively, if they are to be paid by Provider, they are to be reimbursed by User to Provider.
3. All invoices are due for payment net without discount 14 days after the invoice date.
4. Within the scope of ongoing User Contracts, Provider is entitled to adjust the remuneration to Provider's own cost development once per year in Provider's equitable discretion and under reasonable consideration of User's interests. Provider will inform User about such price adjustments in text form.

The price adjustment is deemed approved by User, unless User objects thereto in text form within 6 (six) weeks from receipt of the change notification; Provider will indicate this consequence in the change notification. If User objects to the price adjustment, both parties have a right for special termination of the affected contract with effect as of the announced time of the new prices taking effect; such right to special termination may be exercised within one month after Provider has received User's objection; however, at the very latest, with effect from the stated date of the introduction of the new prices (compare with § 13.1 of these GT&C).

5. As regards any individually agreed services of Provider, which are not included in the pricelist, a particular agreement on remuneration shall be made.
6. User is only entitled to set-off against Provider's remuneration claims if User's asserted counterclaim is undisputed or established by a final and binding court decision. Any right of retention on User's side is only permissible under the same conditions, whereby the counterclaim must additionally result from the same contractual relationship.

## § 8 DUE DATES, DEFAULT, FORCE MAJEURE

1. If Provider should fall behind when rendering services, User shall only be entitled to assert any rights or claims based on default if User has first set vis-à-vis Provider a reasonable additional grace period, which has run-out without success, unless this would be unreasonable for User under consideration of the individual circumstances.
2. Provider shall be released from their contractual obligations if and insofar as the non-performance is resulting from Force Majeure or any other circumstances which are unforeseeable and which Provider is not responsible for (e.g. war, strike, lockout, riots, expropriation, revisions of statutory law, official orders, storm, flood, natural disasters, water leakage, breakdown of energy supply, system breakdown in the Internet, breakdown or destruction of data transmission or telecommunication lines, illegal activities of third parties in the Internet or sabotage by malware). The same applies in case of delays based on circumstances resulting from User's sphere of responsibility (e.g. non-timely fulfillment of User's obligations or lacking availability of IT-components or interfaces on User's side).
3. The release from obligations shall be valid for the duration of the interference plus a reasonable start-up period. If the interference lasts for longer than 2 (two) months, both Parties may, after a reasonable additional remedy period has run-out without success, terminate the User Contract with respect to the affected part of Service. In all such cases, claims for the compensation of damages or expenditures against Provider shall be excluded.
4. Both Parties shall inform each other immediately after getting knowledge of any Force Majeure or other event as mentioned in § 8.2 of these GT&C. If a written notification due to the respective

circumstances is initially not possible, the respective informing Party is obligated to make up for the written form of the notification.

## § 9 CLAIMS BASED ON DEFECTS

1. User shall immediately notify any occurring defects to Provider in text form, addressed to the respective support email address as published by Provider. User shall reasonably support Provider when analyzing and remedying the defect, and immediately provide access to documents or materials containing information as to the circumstances under which the defect has occurred.  
User shall bear all additional costs resulting from incorrect or incomplete information given by User in this regard, or delays in defect analysis or remedy caused by User.
2. User acknowledges that his usability of the Service is significantly dependent on the user settings chosen by User himself. As a consequence, only reproducible errors may be acknowledged as defects.
3. Measures undertaken by Provider to resolve or reduce damages do not constitute an acknowledgment of defects. Provider does not waive the objection that the notice of defect was not timely, factually unfounded or was otherwise inadequate through negotiations concerning a notice of defect.
4. Warranty claims are excluded if User himself, or via third parties, changes any Service functionality without prior authorization from Provider, or deviates from the frame conditions for use as stipulated by Provider, or uses the Services in an operating environment other than stipulated by Provider, including handling errors on User's side, non-observance of usage instructions, false or lacking processing data, unless Provider is responsible for this. The aforesaid shall also not apply if User can demonstrate that occurring defects are not connected with such circumstances. If, due to such circumstances, defect analysis is substantially hindered, User shall bear any additional costs incurred thereby.
5. If a defect occurs which Provider is responsible for, Provider will, within reasonable time, at their own choice either remedy the defect or provide replacement delivery (together: supplementary performance). The supplementary performance may also consist of providing, for the purpose of problem solution, a temporary or – unless this would be unreasonable for User – permanent workaround. Should supplementary performance fail, User may, if the respective statutory preconditions for such claims are given, request a reduction of remuneration or terminate the User Contract. As regards claims for damages or expenditures, § 10 applies.
6. For defects of title, the following applies: In case of an infringement of third party intellectual property rights which Provider is responsible for, Provider may, at their own choice, either obtain at their own costs a right of use from the third party which is sufficient for use of the Service as agreed under the User Contract and grant such right of use to User, or modify the Service thereby keeping-up the

agreed possibilities for use but in a way that no third party intellectual property rights are infringed any longer. Should this be impossible or unreasonable for Provider, User is entitled to its statutory rights. As regards claims for damages or expenditures, § 10 applies.

## § 10 LIABILITY FOR DAMAGES AND/OR EXPENDITURES

1. Notwithstanding the legal grounds, Provider is only liable in cases of wrongful intent, gross negligence and the negligent violation of essential contractual duties or duties, the fulfillment of which is a precondition for the appropriate contract execution and upon the compliance of which User may usually trust.
2. In cases of ordinary negligence, Provider's liability is limited to the compensation of damages which are foreseeable and typical for the contractual relation.
3. Furthermore, Provider's liability with respect to each damage event is limited to an utmost amount equalling 25% of the yearly net remuneration, which is to be paid by User under the contract, and per contract year to the amount of the yearly net remuneration.
4. The limitations of liability according to § 10.1 and 10.2 of these GT&C do not apply for damages resulting from a violation of life, body or health, for claims according to the German Product Liability Act or other statutory provisions if and in cases of deceit as well as in cases where Provider has explicitly declared a guarantee for certain quality aspects.
5. Provider's "irrespective of fault" liability for damages resulting from defects already existent at contract conclusion according to Sec. 536a para. 1 German Civil Code is excluded.
6. In accordance with the current state of technology, data communication over the internet cannot be guaranteed as error-free and/or available at all times. Provider is not liable for disruptions within the supply network for which they are not at fault.
7. If and insofar as Provider makes available to User any services free of charge, Provider's liability shall be limited to cases of wrongful intent and gross negligence. This particularly applies for any free-of-charge service connection tools (see § 2.9), and in case Provider, by way of an exception, provides User with a free-of-charge account for the Service.
8. Provider's liability does not extend to damages within the scope of contractual use of the Services provided by Provider which have been caused by improper or incorrect use by User.
9. As regards the loss of data or programs, Provider shall not be liable insofar as the damage would have been avoidable if the appropriate data protection measures had been taken by User, which is particularly the case if that User has failed to carry-out regular and appropriate data back-up measures due within his sphere of responsibility and, thereby, make sure that lost data may be restored with reasonable effort.

10. Damage claims shall become statute-barred one year from getting knowledge or grossly negligent ignorance on User's side with respect to the circumstances incurring the claim, however, at the latest one year after the end of the respective calendar year within which the claim has accrued. This shall not apply in case of wrongful intent, gross negligence, damages resulting from a violation of life, health or body as well as claims according to the Product Liability Act or other statutory legal provisions, insofar as the legal statute of limitations periods for liability apply.
11. Insofar as Provider's liability is excluded or limited, this shall also apply for the liability of Provider's representatives, employees and subcontractors.

## § 11 DATA PROTECTION, INFORMATION SECURITY

1. Both Parties undertake to observe all applicable data protection laws. By way of the Service, Provider makes available to User the technical facility for data processing.
2. Provider applies state-of-the-art technical and organizational measures (TOMs) in the interest of data protection and data security and, respectively, takes care that their subcontractors (e.g. data centre operators) apply such respective TOMs.
3. Further details with respect to data protection can be found in Provider's Data Privacy Statement, which may be accessed on Provider's website under the menu item Data Protection, and with respect to which User is required to declare consent and approval when issuing his declaration aimed at contract conclusion.
4. The Internet is used as communication and data transmission channel when rendering the contractual services. Based on public access and the possibilities that contents and data may be manipulated by non-authorized third parties, this is connected to certain risks, e.g. getting knowledge of data in transmission without authorization. Even additional protection measures such as firewalls cannot provide absolute security against misuse, loss, theft or illegitimate modification of data, or against attacks which lead to service interruptions. User accepts these risks; if any such risks should realize, potential claims against Provider shall be excluded, unless Provider has negligently or intentionally caused the respective circumstances.
5. Provider is entitled within the context of the provision of services to merge data generated by User including data from online shop users with other details, and to process and use them in an anonymized form for his own purposes.

## § 12 CONFIDENTIALITY, PUBLICATIONS

1. Both Parties undertake to treat all information about the other Party's business operations becoming known to them while carrying-out the contract, in particular business and trade secrets ("Confidential Information"), as strictly confidential, and not to use these for purposes outside of those required for contract implementation, even after contract termination, and not to disclose such information to third parties, with the exception of such third parties which have been legitimately engaged by the Parties in connection with contract performance, and upon which the Parties will impose corresponding confidentiality obligations. This applies irrespective of whether this confidential information has been classified as "confidential" or "secret" or as requiring to be kept confidential in a similar manner. The confidentiality obligation shall not apply with respect to such information which (a) has been publicly available or known to the receiving Party prior to disclosure by the disclosing Party, or later becomes publicly available or known to the receiving Party without breach of any confidentiality obligation by the receiving Party, (b) has demonstrably been developed by the receiving Party independently from knowledge of the information disclosed or having become known under the Agreement without breach of any confidentiality obligation, or (c) with respect to which statutory or officially ordered duties of disclosure exist.
2. Provider is entitled to mention User as reference customer on their Website and in any other media or marketing materials, and, in this regard, also use User's company logo or other company denominations within the scope of a revocable, non-exclusive right of use.

## § 13 CONTRACT DURATION, TERMINATION

1. Unless otherwise agreed, the contract shall run for an indefinite period of time and may be terminated by either Party with one month's notice prior to the end of a calendar month.
2. The aforesaid shall not affect the right of either Party to terminate the contract with immediate effect for cause, in particular if the other party sustainably infringes essential contractual obligations (on User's side in particular those according to § 5 of these GT&C) and does not remedy the violation despite a warning by the other party within which a reasonable remedy period has been set, or if at the other party a serious impairment or exposure of assets occurs. Furthermore, Provider is entitled to immediate termination for cause if User gets into areas with payment of two or more due invoices.
3. Any termination notice requires the written form and a personal signature. Termination notices per email expressly do not constitute the written form.
4. Free-of-charge accounts may be blocked by Provider at any time, and/or further Service use may be conditioned upon payment of a remuneration.

5. Upon the termination of the contract, for whatever reason, User is obligated to immediately cease using the Service, return all materials submitted to him by Provider in connection with Service use to Provider, and delete all respective data stored at User's own systems, unless this would not be permissible due to statutory retention and archiving duties.

## § 14 MISCELLANEOUS

1. User may only effectively assign the contract which has been concluded between the contractual parties or individual rights or obligations resulting therefrom to third parties after having obtained Provider's prior written consent. However, mandatory regulations of applicable commercial law regarding the validity of the assignment of monetary claims despite contractual assignment prohibitions shall remain untouched.
2. The entire contractual and business relationship between the Parties shall be exclusively governed by the Laws of the Federal Republic of Germany, under the exclusion of UN-sales laws (CISG).
3. The place of performance and exclusive place of jurisdiction for all disputes arising from and/or in relation to the contractual and business relationship between Parties shall be Hamburg. However, Provider is also entitled to bring proceedings against User before any other competent court.
4. Any amendments or modifications to the contract which has been concluded between Parties and/or these GT&C as well as collateral agreements shall be considered effective if they are agreed to by the parties in writing with a personal signature. This also applies in the case of changes to the requirement for the written form.
5. Should individual provisions of the contract concluded between the Parties or of these GT&C be or become invalid, in whole or in part, this shall not affect the validity of the remaining provisions. The fully or partially invalid provision shall be replaced by a legally valid provision, whose economic objective comes closest to that intended by the invalid provision. The same applies in the event of a regulatory gap.