General terms and conditions of the SEO for Jobs GmbH

The general terms and conditions of SEO for Jobs GmbH (provider) consist of the following parts

a) Description of services – LB SEO for Jobs –

b) SEO for Jobs GmbH's contractual terms for use of software via the Internet (software as a service) – SaaS SEO for Jobs –

c) General contractual terms of SEO for Jobs GmbH – AV SEO for Jobs –

Description of services
– LB SEO for Jobs –

1. General

SEO for Jobs is a software application from SEO for Jobs GmbH. The purpose of the software is to publish, distribute and analyze job advertisements on Google (Google for Jobs, Google Ads) as well as via other job boards, job search engines and partner platforms (see 2.9).

Google for Jobs is a Rich-Snippet extension from Google, which displays job advertisements on the search results pages in great detail.

Google Ads is an advertising platform by Google that allows ads to be displayed across various channels.

The software application is provided as software as a service. Customers can thus access the software application independently via a browser.

SEO for Jobs is a software application specializing in recruiting via search engines and job portals, but is not affiliated with Google.

2. Services

2.1. Customer account

The customer account is a protected access to SEO for Jobs. The customer account is used to manage all information such as billing address, booked packages, job advertisements and evaluations.

2.2. Creation and optimization of job advertisements

A web-based editor is provided for the creation and wording of job advertisements. The software includes tools for dynamic content optimization and the generation of text variants to support the quality and discoverability of the data. The final content review and approval of all system-generated suggestions or modifications is the sole responsibility of the customer.

2.3. Technical provision of job advertisements

For every active job advertisement, the provider generates a search-engine-optimized landing page that serves as a technical reference point for indexing. These target pages can be provided under a customer-specific (sub-)domain. Published job advertisements undergo automated technical processing, which ensures valid detection by the Google Crawler. In parallel, specialized interfaces are addressed to actively inform Google about new vacancies. Upon the withdrawal of an advertisement

by the customer, technical processing for Google ends and the corresponding landing page is automatically deactivated.

2.4. Configuration of application processes

Various application options for candidates can be configured on the provided landing pages:

- Direct Routing: Candidates are seamlessly forwarded to an external target URL defined by the customer (e.g., the customer's own applicant management system).
- Integrated Fast Application: Candidates can submit their data directly via a form on the landing page. This information is automatically forwarded to the customer.

The sole responsibility for the quality of the transmitted content as well as for further communication with the candidates lies with the customer.

2.5. Promote job postings

Suggestions for ads are generated for the job postings created by the customer. These are suggestions that must be reviewed by the customer before being published via Google Ads. The ad publication is managed through the software provided by SEO for Jobs. The customer does not need their own Google Ads account. To promote job postings, advertising budget must be added to the customer account.

2.6. Automatic import

The automatic import is used to automatically import job advertisements from the customer's website into SEO for Jobs. A crawler tailored to the customer's website is configured for this purpose. As a starting point for the crawler, the customer provides a list of job advertisements. The crawler regularly compares the customer's list of job advertisements with SEO for Jobs. These are then processed automatically and as described in Section 2.3. Service description for indexing provided by Google.

2.7. Evaluation

An evaluation is provided in the customer account. This includes the number of times the job advertisements were viewed and the search terms that led to the job advertisements being displayed on Google for Jobs. This data is retrieved by Google and made available to the customer. An analysis is also provided for the advertising measures. It includes information on the number of impressions, the number of clicks, and the associated costs.

2.8. Indexing, display, positioning

SEO for Jobs is not affiliated with Google. Using SEO for Jobs, job advertisements are technically prepared so that they meet Google's requirements: https://developers.google.com/search/docs/data-types/job-posting?hl=de

This is a prerequisite for Google to be able to include job advertisements in the Google

index and to recognize job advertisements as such.

In which position, how up-to-date, whether and when Google displays the job advertisements provided via SEO for Jobs in search queries is not within the sphere of influence of SEO for Jobs.

2.9. Distribution via partner platforms

The provider transmits the job advertisements published by the customer via data feed or interface to job boards, job search engines and other partner platforms ("partners"). Which partners are included in the booked package and which can be booked as a paid add-on results from the booked package. The provider will inform the customer of the currently connected partners upon request. The content of the job advertisement is transmitted, including title, description, place of work, employer name, logo and salary information, as well as a link to the customer's landing page. Applications are made exclusively via the customer's landing page.

Whether, when and in what form a partner displays a job advertisement is decided by the partner. There is no entitlement to transmission to a specific partner or to display by it. The provider may add or remove partners. Upon the withdrawal of an advertisement by the customer, the transmission ends; the partner removes the advertisement with its next synchronization.

The customer may object to the transmission to individual or all partners at any time without giving reasons by e-mail to customer support.

2.10. Job board of the German Federal Employment Agency (optional)

At the customer's request, the provider sets up the transmission to the job board of the German Federal Employment Agency (Bundesagentur für Arbeit). For this purpose, the customer grants the provider a separate power of attorney.

3. Remuneration, contract term and contract termination

3.1. Current prices can be viewed on the SEO for Jobs website: www.seo-for-jobs.com

3.2. Unless otherwise stated during the ordering process, the customer takes out an automatically renewing subscription. The minimum terms vary depending on the package. After the minimum term has expired, the subscription is automatically extended by the duration of the minimum term. The calculation of the term begins with the time of the order.

3.3. The customer can deactivate the automatic renewal at any time via the customer account and thus cancel the package. After the subscription period has expired, all of the customer's job advertisements will be withdrawn. The customer account is retained even after the subscription is terminated.

3.4. The customer has the option of manual data backup through the customer account.

3.5. The complete deletion of the customer account can be requested by sending an email to team@seo-for-jobs.com stating the customer number. The provider reserves the right to check the authenticity of the deletion request.

4. Availability

The provider provides the customer with the software with an availability of 99.5% on a monthly average. This does not apply to times in which the servers cannot be accessed via the Internet due to technical or other problems that are beyond the control of the provider (force majeure, fault of third parties, etc.). Planned or necessary maintenance work that leads to downtime and was previously reported as a maintenance window are counted as available.

5. Limitation of Liability

Claims for damages due to breaches of duty from contractual obligations and tortious acts can only be asserted against the provider and his vicarious agents and vicarious agents if intentional or grossly negligent behavior can be proven. The aforementioned exclusion of liability does not apply to the breach of essential contractual obligations (cardinal obligations). The liability of the customer due to warranted properties, personal injury and mandatory statutory provisions also remains unaffected. The provider is not responsible for service disruptions due to force majeure, in particular the failure or overloading of global communication networks. For this reason, the customer cannot claim a reduction in his performance obligation. The provider is not liable for the information published about their services. The customer is responsible for their correctness, completeness and topicality. The provider is not liable for damages that may arise on the customer side due to inadequate security measures during data transmission. A possible liability for damages is limited to the amount of the annual fee. Liability for damage from loss of data is limited to the amount that would have arisen if data had been backed up properly, but not more than the annual fee. Claims for damages by the customer expire one year after they arise, irrespective of the provision of Section 202 of the German Civil Code. This abbreviation does not apply if the provider acted with gross negligence or with intent.

6. Order data processing

The provisions for order data processing can be downloaded as a PDF from the following link:

https://www.seo-for-jobs.com/dpa

7. Hotline

The provider sets up a hotline for fault and deficiency reports. This hotline can be reached by email at team@seo-for-jobs.com. The response time is 72 hours on working days.

Fault and deficiency reports are submitted by the customer by email. These include documentation of the malfunction or the defect so that the provider can understand the malfunction or the defect.

General questions about using the software can be looked up on the provider's website in the help area.

SEO for Jobs GmbH's contractual terms for use of software via the Internet (software as a service) – SaaS SEO for Jobs –

1. Subject matter of the contract

1.1. The provider supplies the contractual services, in particular, access to software, in their area of disposition (from the data processing centre's interface to the Internet). The scope, nature, purpose and conditions of use of the contractual services are determined by the respective service description, in addition to the software's operating manual.

1.2. Further services such as development of customer-specific solutions or necessary adaptations require a separate contract.

1.3. The provider supply updated versions of software.

The provider shall inform customers about essential updated versions and corresponding instructions on use electronically, and make these accordingly available.

2. Scope of use & Fair Use

2.1. Contractual services may only be used by the customer and only for the purposes agreed in the contract. For the duration of the contract, the customer may access the contractual services by means of telecommunication (via the Internet), and use the functionality associated with the software in a contractually compliant manner by means of a browser or other appropriate application (for example, an "app"). The customer does not receive any further rights, in particular, pertaining to software or any provided infrastructure services at the respective data processing centre. Any further use requires the provider's prior written approval.

2.2. The customer must, in particular, not use the software beyond the agreed scope of utilization, or allow third parties to use or access the software. In particular, software or parts thereof must not be copied, sold, transferred temporarily, leased or loaned by the customer.

2.3. The provider is authorized to take appropriate technical measures to prevent non-contractual use. This must not significantly impair contractually compliant use of the services.

2.4. If a user exceeds the scope of utilization or an unauthorized transfer of use takes place in breach of the contract, the customer, on request, shall immediately supply the provider with all available information for assertion of claims due to the non-contractual use including, in particular, the user's name and address.

2.5. The provider may withdraw the customer's right of access and/or cancel the contract if the customer substantially exceeds their authorized scope of use or breaches regulations for preventing unauthorized use. In this context, the provider can interrupt or block access to the contractual services. Beforehand, the provider must always set a reasonable grace period of remedy for the customer. Sole revocation of access authorization does not simultaneously constitute cancellation of the contract. Revocation of access authorization without notice can be upheld by the provider only for a reasonable period of time not exceeding 3 months

2.6. The provider's entitlement to remuneration for use above and beyond the agreed scope remains unaffected.

2.7. The customer is entitled to renewed granting of access authorization and access options after proving that
they have ceased non-contractual use and prevented further non-contractual use.

2.8. The use of packages with an unlimited number of job posting slots must comply with the principles of fair use. In this case, "fair use" means that no more than 10,000 job postings may be created without prior consultation with the provider.

This principle applies accordingly to the use of software-supported content optimization pursuant to Section 2.2 of the Description of services. The use of these functions is limited to a level customary for manual editorial processing. Excessive use, particularly by means of automated processes or scripts, is prohibited. The provider reserves the right to temporarily throttle or restrict access to these functions in the event of signs of abusive use or a load that endangers system stability.

3. Availability, defective services

3.1. Availability of provided services is determined by the service description.

3.2. Just a minor reduction in a service's suitability for contractual use shall not give rise to claims by the customer regarding defects. Strict liability of the provider regarding defects already existent at the time of contract conclusion is ruled out.

4. Data protection

4.1. To the extent that the provider can access personal data belonging to the customer or present in their domain, said provider shall act exclusively as a processor and only process and use these data to execute the contract. The provider shall observe the customer’s instructions on handling such data. The customer shall bear any negative consequences of such instructions for contract execution. The customer and provider

shall agree details on handling of the customer's data by the provider in accordance with legal requirements concerning data protection.

4.2. The customer remains the data controller generally in the contractual relationship and in the context of data protection legislation. If the customer processes personal data in connection with the contract (including collection and use), said customer assures that they are entitled to this according to the applicable provisions, in particular, those concerning data protection, and exempts the provider from claims by third parties in the event of a breach.

4.3. The following applies to the relationship between the provider and customer: The customer is responsible for processing (including collection and use) of personal data vis-à-vis the data subject, unless the provider is answerable to any claims by the data subject as regards breaches of duty attributable to them. The customer shall review, process and answer any enquiries, requests and claims by the data subject. This also applies to claims raised by the data subject against the provider. The provider shall support the customer as part of their duties.

4.4. The provider guarantees that the customer's data are saved exclusively in the territory of the Federal Republic of Germany, or a member state of the European Union, or another state party to the agreement on the European Economic Area, unless agreed otherwise.

4.5. The provider reserves the right to use company names and logos of clients as references on the website and in marketing materials, unless agreed otherwise. Clients may object to this use in writing.

5. Customer's obligations

5.1. The customer shall protect the access rights as well as identification and authentication details assigned to
said customer and users against access by third parties, and not relay these details to unauthorized parties.

5.2. The customer is obliged to exempt the provider from all claims of third parties due to legal breaches which are either based on the customer's unlawful use of the subject matter of the contract, or which occur with their consent. If the customer recognizes or must recognize that such a breach is imminent, they are obliged to immediately inform the provider.

5.3. The customer shall utilize the opportunities made available by the provider for securing their data in their original sphere of responsibility.

5.4. If the customer wishes to terminate the paid service subscription of SEO for Jobs, he/she has to cancel his/her package via his/her account in the customer area (Account > Plan & Add Ons > Cancel). In order to gain access to the account, the customer must log in at https://app.seo-for-jobs.com with his/her access data. In case of a forgotten password, this can be reset via self-service. Additionally, if there is no access to the

account's email inbox, customer support can be contacted at www.seo-for-jobs.com/support to restore access. Non-use of an active package is explicitly not a cancellation.

5.5. The customer is obligated to provide only such content (in particular texts, images, logos or other files) within the scope of using SEO for Jobs services, for which they hold the necessary rights (in particular copyrights, usage rights, personal rights, or trademark rights). It is prohibited for the customer to upload or transmit any content that violates legal provisions or infringes on the rights of third parties, including but not limited to unlawful, offensive, misleading, pornographic, discriminatory, or otherwise inadmissible content.
Any hyperlinks provided or embedded by the customer must not lead to unlawful, harmful, misleading or otherwise inappropriate content or third-party offers. The customer bears sole responsibility for all links submitted and for the content accessible via those links.
In the event of a violation of the above obligations, the provider reserves the right to remove any such content or links without prior notice and to temporarily or permanently suspend the customer's access. The provider further reserves the right to disclose any necessary customer data to authorized third parties, particularly to affected rights holders or competent authorities.
Any claims asserted by third parties (including claims for damages, cease and desist orders, legal or administrative costs) resulting from a breach of legal or contractual obligations will be passed on to the customer in full. The customer agrees to indemnify the provider from all such claims upon first request.

5.6. The customer grants the provider, for the term of the contract, the simple (non-exclusive), territorially unrestricted right to reproduce, technically process and make publicly available the job advertisements provided or imported by the customer, including texts, images and logos, and to transmit them for this purpose to Google and to partners in accordance with LB 2.9. The provider may pass this right on to the partners insofar as this is necessary for publication. The customer warrants that it holds the rights required for this.

6. Non-contractual use, damage compensation

For each case involving unauthorized use of a contractual service in the customer's area of responsibility, the customer shall pay damage compensation equal to the remuneration which would have been due for contractually compliant use over the minimum contractual period applicable to this service. Proof that the customer is not responsible for unauthorized use, or that damage is either absent or much less significant, remains reserved for the customer. The provider remains entitled to assert further damage claims.

7. Malfunction management

7.1. The provider shall receive the customer’s reports of malfunctions, classify the malfunctions into agreed categories (Item 7.3) and use this classification to implement the agreed measures to analyze and remedy the malfunctions.

7.2. The provider shall receive the customer’s reports of malfunctions during said provider's normal business hours and assign an ID to each report. On request by the customer, the provider shall confirm receipt of a malfunction report with a notification of the ID assigned to it.

7.3. Unless agreed otherwise, the provider shall classify received malfunction reports after an initial inspection into one of the following categories:

a) Serious malfunction
The malfunction is based on a fault which has occurred in the contractual services so as to make use of these services, especially pertaining to software, impossible or possible only with significant limitations. The customer cannot circumvent this problem in a reasonable manner, and is therefore unable to complete urgent jobs.

b) Other malfunction
The malfunction is based on a fault which has occurred in contractual services so as to limit the customer's use of these services, especially pertaining to software, more than just insignificantly, without there being a serious malfunction.

c) Other report
Malfunction reports which do not fall into category a) or b) are assigned to the category of other reports. Other reports are handled by the provider only in accordance with the agreements reached in this regard.

7.4. In the case of reports about serious malfunctions and other malfunctions, the provider shall promptly initiate relevant measures according to the circumstances reported by the customer, in order to first localize the cause of the malfunction.

If a reported malfunction does not turn out to be a fault in the contractual services, especially the supplied software, after initial analysis, the provider shall promptly inform the customer about this.

Otherwise the provider shall initiate appropriate measures to further analyze and correct the reported malfunction or - in the case of third-party software - send the malfunction report including their analysis results to the distributor or manufacturer of the third-party software with a request for remedy.

To circumvent or remedy a fault in contractual services, especially the supplied software, the provider shall promptly supply the customer with available measures such as procedural instructions or corrections to the supplied software. The customer shall promptly implement such measures to circumvent or remedy malfunctions, and

promptly notify the provider again of any remaining malfunctions when deploying the measures.

8. Contact point (hotline)

8.1. Contractual services

The provider shall set up a contact point (hotline) for the customer. This point of contact processes the customer's inquiries in connection with technical requirements and conditions for use of the supplied software, as well as individual functional aspects.

8.2. Receipt and processing of inquiries

As a prerequisite for receipt and processing of inquiries, the customer is to announce an appointment of expert and technically qualified staff to the provider, and assign these staff to internally process inquiries from users of the maintained software. The customer is obliged to submit inquiries to the hotline only via these staff members appointed for communicating with the provider, using the forms supplied by the provider for this purpose. The hotline receives such inquiries via e-mail during the provider's normal business hours.

The hotline shall process proper inquiries as part of normal business routine and answer them as far as possible. In its responses, the hotline can refer the customer to available documentation and other training material for the supplied software. If the hotline is not able to answer an inquiry at all or in a timely fashion, the provider - if this is expressly agreed - shall forward the inquiry for processing, especially in the case of inquiries regarding software not developed by said provider.

Other hotline services such as further contact hours and periods as well as on-call service or the provider's deployment on-site at the customer's premises must be expressly agreed in advance.

9. Contract duration and termination

9.1. The contractually agreed services shall be provided from the date specified in the contract, initially for the duration specified in the contract. During this minimum term, premature ordinary termination is ruled out for both parties.

9.2. The contract can be terminated at any time, at the earliest on expiry of the minimum term. If this does not take place, the contract shall be extended by the duration of the minimum term.

9.3. Each contractual partner's right to extraordinary termination for important reasons remains unaffected.

9.4. Every declaration of termination must be in writing to be effective. Item 8.4 AV SEO for Jobs applies here.

9.5. Before termination of the contract, the customer will back up their data inventory (e.g. via download) under their own responsibility and in a timely manner. On request, the provider will support the customer in this process, Item 4.3 of AV SEO for Jobs being applicable here. Already for reasons pertaining to data protection legislation, the customer will no longer be able to regularly access such data after termination of the contract.

10. Validity of AV SEO for Jobs

SEO for Jobs GmbH's general contractual terms (document titled 'AV SEO for Jobs') apply additionally.

General contractual terms of SEO for Jobs GmbH
– AV SEO for Jobs –

1. Remuneration, payment, service protection, deadlines

1.1. Unless agreed otherwise, remuneration is calculated according to expenditure at the provider's prices generally applicable at the time of contract conclusion. Remuneration essentially comprises net prices plus statutory value-added tax incurred.

The provider can invoice monthly. If services are remunerated according to expenditure, the provider shall document the nature and duration of the activities, and submit this documentation with the invoice.

1.2. All invoices must be paid no later than 14 calendar days after receipt, free of charges for the recipient and without any deductions.

1.3. The customer may offset or withhold payments due to defects only insofar as said customer is actually entitled to payment claims based on material defects or defective titles related to services. For other claims arising out of defects, the customer may withhold payments only proportionately, taking the defect into consideration. Item 4.1 applies correspondingly. The customer has no right of retention if their claim arising out of defects has lapsed. Furthermore, only claims which are undisputed or established in a legally valid way allow the customer to offset or exercise a right to withhold.

1.4. The provider reserves the right to retain title and due rights regarding services until full payment of the owed remuneration, authorized retention due to defects being as per item 1.3. Clause 2 is taken into consideration. Furthermore, the provider reserves the right to retain title until fulfilment of all their claims arising from the business relationship with the customer.

The provider is entitled to prohibit the customer from further use of services for the duration of the customer's default of payment. The provider can assert this right only for a reasonable period of time, usually a maximum of 6 months. This does not constitute withdrawal from the contract. § 449 Paragraph 2 of the German Civil Code remains unaffected.

If a customer or their buyers return services, receipt of these services does not constitute withdrawal by the provider unless they have expressly declared withdrawal. The same is true for seizure of goods subject to retention of title or rights to such goods on the provider's part.

The Customer may neither pledge nor assign as collateral items which are subject to retention of title or legal reservations. The customer is only authorized as a reseller to resell items in the ordinary course of business, under the condition that claims against the customer's buyers in connection with the resale have been validly assigned to the provider, and the customer transfers ownership to their buyers subject to payment. By concluding this contract, the customer assigns their future claims regarding such sales vis-à-vis their buyers as a security to the provider, who hereby accepts this assignment.

If the value of the provider's collateral rights exceeds the value of the secured claims by more than 20%, the provider shall release a corresponding portion of the security rights at the customer's request.

1.5. In the event of a permissible transfer of usage rights pertaining to deliveries and services, the customer is obliged to impose the contractually agreed restrictions on the recipient.

1.6. If the customer fails to settle due claims wholly or partially by the contractual payment date, the provider can revoke agreed payment terms for all claims. Furthermore, the provider is entitled to render other services only against advance payment or security through performance guarantee of a credit institute or credit insurer authorized in the European Union. The advance payment is to cover the respective billing period or - in the case of one-time services - their remuneration.

1.7. If the customer is economically unable to fulfil their obligations vis-à-vis the provider, the provider may terminate existing exchange agreements with the customer through withdrawal, and continuing obligations through cancellation without notice, also in the event of an insolvency application by the customer. § 321 of the German Civil Code and § 112 of the German Insolvency Law remain unaffected. The customer shall give the provider timely, written notification of any impending insolvency.

1.8. Fixed service deadlines must exclusively be agreed expressly in documented form. Agreement of a fixed service deadline is subject to the proviso that the provider receives services from their respective suppliers in a timely and contractually compliant manner.

2. Collaboration, obligations to cooperate, confidentiality

2.1. The customer and provider shall each appoint a responsible contact person. Communication between the customer and provider is to take place via these contact persons, unless agreed otherwise. The contact persons shall promptly make all decisions related to contract execution. The decisions must be documented in a binding form.

2.2. The customer is obliged to support the provider as necessary, and create all the conditions necessary in their sphere of operations for proper execution of the contract. For this, they shall provide, in particular, the necessary information and enable remote

access to the customer's system as far as possible. If remote access is not possible for security-related reasons or other reasons, relevant deadlines shall be extended appropriately; as concerns further effects, the contractual partners will agree on suitable provisions. The customer shall furthermore ensure that qualified staff are available for supporting the provider.

If the customer wishes for the provision of the landing pages under their own (sub-)domain in accordance with Section 2.3 of the Description of service, the customer shall be solely responsible for the correct technical configuration of the DNS settings within their infrastructure.

Insofar as the contract contains agreements that services can be provided at the customer's site, the customer shall provide adequate workstations and work equipment free of charge at the provider's request.

2.3. Unless agreed otherwise, the customer shall provide for proper data backup and precautions against failure of data and components (e.g. hardware, software) in a manner appropriate to their nature and importance.

2.4. The customer shall immediately report defects in an understandable and detailed manner in writing, including all information useful for defect identification and analysis. To be described here, in particular, are the work steps which led to occurrence of the defect, as well as the manifestation and effects of the defect. The provider's relevant forms and procedures shall be used for this purpose, unless agreed otherwise.

2.5. On request, the customer shall appropriately assist the provider in reviewing and asserting claims against other participants relating to service provision. This applies especially to recourse claims by the provider against pre-suppliers.

2.6. The contractual partners are obliged to maintain confidentiality about trade secrets as well as other information designated as confidential (e.g. in records, documents, data inventories) which becomes known in the context of contract execution, and to neither utilize nor disclose such information outside the purpose of the contract, without the other contractual partner’s consent.

The contractual partner receiving such information is obliged to take appropriate confidentiality measures applicable to trade secrets and information designated as confidential. Neither contractual partner is entitled to obtain trade secrets of the other contractual partner by observing, investigating, dismantling or testing the object covered by the contract. The same applies to other information or ob-jects received during contract execution.

Disclosure of trade secrets and other information designated as confidential to persons not involved in signing, executing or completing the contract is permissible only with the other contractual partner’s written consent in each case.

Unless otherwise agreed, the commitment to confidentiality regarding other information designated as confidential ends after a period of five years following announcement of

the information but, if continuing obligations are involved, not before these end. Trade secrets are to be kept confidential for an unlimited period of time.

The contractual partners will also impose these obligations on their employees and any third parties employed.

2.7. The contractual partners are aware that electronic and unencrypted communication (e.g. via e-mail) is laden with security risks. For this type of communication, they will therefore assert no claims based on a lack of encryption, unless encryption was previously agreed.

3. Disruptions in service provision

3.1. If a factor for which the provider is not responsible, including strikes and lockouts, affects adherence to a deadline ("disruption"), the deadline is to be postponed by the duration of the disruption, in addition to a reasonable restart phase if necessary. Each contractual partner is to immediately notify the other partner about the cause of any disruption occurring in their sphere, as well as length of the postponement.

3.2. If expenditure rises due to a disruption, the provider may request remuneration of the additional expenditure, unless the customer is not liable for the disruption and its cause lies outside the scope of said customer's responsibility.

3.3. If the customer can withdraw from the contract due to improper service rendition by the provider and/or demand damage compensation instead of service or affirms this, they are to declare in writing on the provider's request within a reasonable, set period whether they will assert these rights or whether they still desire a provision of the service. In the event of withdrawal, the customer will reimburse the provider with the value of the previously existent utilization options; the same applies to deterioration through proper use.

If the provider is delayed in rendering services, the customer's compensation for damages and expenditure due to the delay is limited, for each completed week of delay, to 0.5% of the price for the part of the contractual service which cannot be utilized due to the delay. Liability for delays is limited to a maximum of 5% of the remuneration for all contractual services affected by the delay; in the case of continuing obligations, it is based on remuneration for the relevant services for the full calendar year. Applicable as a supplement with priority is a percentage of the remuneration agreed on contract conclusion. This does not apply to delays due to gross negligence or wilful intent on the provider's part.

3.4. If service provision is delayed, the customer has a right of withdrawal in the context of legal provisions only if the provider is responsible for the delay. If the customer rightfully raises a claim for compensation of damages or expenditure instead of service due to a delay, said customer is entitled to charge, for every full week of the delay, 1% of the price for the part of the contractual service which cannot be utilized due to the delay,

but no more than 10% of this price; serving as a basis in case of continuing obligations is the remuneration for the affected services for the full calendar year. Applicable as a supplement with priority is a percentage of the remuneration agreed on contract conclusion.

4. Material defects and reimbursement of expenditure

4.1. The provider guarantees the contractually owed quality of services. Claims regarding material defects do not arise if the provider's services deviate just negligibly from the contractual quality.

Nor do claims regarding defects arise in case of excessive or improper use, natural wear and tear, failure of components in the system environment, software errors which cannot be reproduced or otherwise proven by the customer, or damage due to special external influences which are not a prerequisite under the contract. This also applies in case of subsequent alteration or repair by the customer or third parties, unless this does not hinder analysis and removal of the material defect.

Item 6 applies as a supplement to claims for compensation of damages and expenditure.

4.2. The limitation period for claims based on material defects is one year from the statutory beginning of limitation. The statutory periods for recourse according to § 478 of the German Civil Code remain unaffected.

The same applies insofar as longer periods are prescribed, pursuant to § 438 Paragraph 1 Item 2 or
§ 634a Paragraph 1 Item 2 of the German Civil Code, in case of intentional or grossly negligent breach of duty by the provider, fraudulent concealment of defects, harm to life, body or health, as well as claims based on the product liability act.

The provider's processing of a notice of a material defect from the customer only retards the limitation period insofar as the statutory prerequisites for this are present. The limitation period does not newly begin as a result.

Supplementary performance (new delivery or reworking) can only influence the limitation period for the defect which triggered supplementary performance.

4.3. The provider can demand remuneration for their expenditure insofar as

a) they act on a report without there actually being a defect, unless the customer could not recognize with
reasonable effort that no defect existed, or

b) a reported fault is not reproducible or otherwise demonstrable as a defect by the customer, or

c) additional expenditure is incurred due to improper fulfilment of the customer's obligations (also refer to Items 2.2, 2.3, 2.4 and 5.2).

5. Defects of title

5.1. The provider is liable for infringement of third-party rights by said provider's service only insofar as the service is utilized unmodified in accordance with the contract and, in particular, in the contractually agreed or otherwise intended environment.

The provider is liable for infringements of third party rights only within the European Union and the European Economic Area, and at the location of service utilization as per the contract. Item 4.1, clause 1 applies accordingly.

5.2. If a third party asserts vis-à-vis the customer that a service from the provider violates their rights, the customer shall promptly notify the provider. The provider and, if applicable, their suppliers are authorized but not obliged to ward off the asserted claims, to the extent permitted, at their own expense.

The customer is not authorized to recognize third-party claims before giving the provider an adequate opportunity to avert the third-party rights in other ways.

5.3. If third-party rights are breached by one of the provider's services, the provider, at their own expense and discretion, shall

a) supply the customer with the right to use the service, or

b) organize the service such that it is free of legal breaches, or

c) take back the service and refund the remuneration paid by the customer (minus a reasonable reimbursement for use) if the provider cannot achieve any other remedy with reasonable effort.

The customer's interests are to be considered adequately here.

5.4. Claims of the customer regarding defects in title lapse according to Item 4.2. Item 6 applies additionally to the customer's claims for damage and expenditure compensation; Item 4.3 applies accordingly to the provider's additional expenditures.

6. The provider's general liability

6.1. The provider is always liable to the customer

a) for damage caused by the provider or their legal representatives or vicarious agents intentionally or through gross negligence,

b) according to the product liability law and

c) for damage which arises from harm to life, body or health, and for which the provider, their legal representatives or vicarious agents are responsible.

6.2. The provider is not liable for slight negligence unless they have breached an essential contractual obligation whose fulfilment is a prerequisite for proper execution of the contract, or whose breach endangers attainment of the contractual goal and whose observance the customer must regularly rely on.

For material and pecuniary damages, this liability is limited to the damages typical and foreseeable for the contract. The same applies to loss of profit and savings which failed to materialize. Liability for other remote consequential damage is excluded.

For an individual instance of damage, liability is limited to the contract value; for ongoing remunerations, liability is limited to the amount of remuneration per contract year, but not less than € 500. Item 4.2 applies accordingly to the statute of limitations. On contract conclusion, the contractual partners can agree further liability in writing, usually in exchange for a separate remuneration. An individually agreed liability sum has priority. Liability as per Item 6.1 is not influenced by this paragraph.

As a supplement with priority, the provider's liability due to slight negligence arising from the respective contract and its execution with regard to compensation of damage and expenditure - irrespective of the legal grounds - is on a whole limited to the percentage rate agreed in this contract with respect to the remuneration agreed on contract conclusion. Liability as per Item 6.1 b) is not influenced by this paragraph.

6.3. On the basis of a guarantee declaration, the provider is only liable for damage compensation if this was explicitly accepted in the guarantee. In the case of slight negligence, this liability is subject to the limitations set forth in Item 6.2.

6.4. If recovery of data or components (e.g. hardware, software) becomes necessary, the provider is liable only for the expenditure required for recovery given proper data backup and failure precautions by the customer. In case of slight negligence by the provider, this liability arises only if the customer implemented appropriate data backup and failure precautions for the type of data and components before the disruption. This does not apply if agreed as performance to be delivered by the provider.

6.5. Items 6.1 to 6.4 apply accordingly to claims for compensation of expenditure and other liability claims of the customer against the provider. Items 3.3 and 3.4 remain unaffected.

7. Data privacy

The customer shall conclude agreements legally required for handling of personal data with the provider.

8. Miscellaneous

8.1. The customer is responsible for complying with import and export regulations applicable to deliveries and services, in particular those associated with the United States. For cross-border deliveries and services, the customer shall cover customs, fees and other charges. The customer is responsible for handling legal and official procedures in connection with cross-border deliveries and services, unless expressly agreed otherwise.

8.2. German law shall apply. Application of the CISG is excluded.

8.3. The provider renders their services on the basis of their general business terms. The customer's general
business terms do not apply, even if the provider has not expressly contradicted them.

Acceptance of services by the customer is regarded as recognition of the provider's general business terms, waiving the customer's general business terms.

Other conditions are binding only if the provider has recognized them in writing; in this case, the provider's general business terms apply as a supplement.

8.4. Amendments and supplements to this contract can only be agreed in writing, unless otherwise provided in section 8.5. Insofar as the written form is agreed (e.g. for termination, withdrawals), the text form is not sufficient.

8.5. The provider may amend these General Terms and Conditions with effect for the future, provided that the amendment is reasonable for the customer. The provider shall notify the customer of the amendment in text form at least six weeks before it takes effect. If the customer does not object within this period, the amendment shall be deemed accepted. In the notification, the provider shall inform the customer of the period, the right to object and the consequences of not objecting. In the event of an objection, each party has a special right of termination.

8.6. The provider's domicile is the place of jurisdiction vis-à-vis merchants, legal persons under public law or special funds under public law. The provider can also file suit against the customer at their domicile.