

General Terms and Conditions for Providers of Consulting Services on the Portal

OUIIOU

Our GTC apply to providers of consulting services on our portal OUIIOU on our websites or apps, on profiles on third-party websites or apps as well as on all other distribution channels ("platforms") as agreed. In particular, as our contractual partner and provider of a service on our platforms, you will find your rights and obligations as a provider towards us as well as the most important data protection provisions.

Preamble OUIIOU

OUIIOU connects you as a competent consultant with people in special phases of life

- Conduct consultations - competently and comfortably from home
- No organization, acquisition or collection - OUIIOU takes care of the marketing and organization

§ 1 Scope

(1) These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all Contractual relationships regulating the provision of offers to users of our platforms

between

Ouiiou Pharma GmbH
Quai du Rhône 4
1205 Genf - Schweiz

(hereinafter referred to as "user", "we", or "us")

and you

(hereinafter referred to as "Provider", "Partner", "Your" or "You").

(2) These GTC are addressed to companies / entrepreneurs (§ 14 BGB) - ("Partner"), but not to consumers (§ 13 BGB) or end consumers as defined by the PAngV. Our range of services is aimed exclusively at entrepreneurs. Contracts are concluded exclusively with entrepreneurs. Contracts are not concluded with consumers or end customers.

(3) You are a "consumer" if you are a natural person who concludes a contract with us for purposes that can predominantly be attributed neither to your commercial nor to your independent professional activity.

(4) You are an "entrepreneur", if you are a natural person or conclude a contract for a legal person or a partnership with legal capacity, which acts in the exercise of its commercial or self-employed professional activity when concluding the contract with us.

(5) These GTC apply on all our Platforms. "Platforms" means all our sales and operations channels and services. In particular, it is our websites or apps as well as our profiles on websites or apps of our partners.

(6) The version of the GTC valid at the time of conclusion of the contract shall apply. Deviating GTC shall not be accepted. This shall also apply if we have not expressly objected to their inclusion. Something else may apply insofar as something else is stipulated in these GTC in individual cases. Insofar as legal texts or documents translated into a language other than German as these GTC exist, the German legal texts or documents shall be legally binding and thus applicable - the translated legal texts or documents shall serve solely to provide a better understanding.

(7) All agreements made between you and us in connection with a service result in particular from an order or commissioning as well as the associated appendices, our confirmation, our acceptance and, in addition, if not regulated therein, from these GTC. These GTC shall also apply to subsequent orders or commissions placed by you during or after the expiry of the contract term, unless other GTC have been included at that time.

(8) These GTC also apply to other contracts concluded between you and us, insofar as there are no special GTC relating to the other type of contract and clauses of these GTC may apply in terms of content.

§ 2 Registration, account, selection procedure and conclusion of contract

(1) You need an account to use our platforms. In particular, it is required for the use of our platforms for mediation, initiation of conclusion of contracts with users. In order to obtain it, registration is required.

(2) The provision of the data requested during registration is mandatory. You assure their completeness and correctness. The registration can be carried out by entering your data on our platforms or by transferring your data from one of your accounts on a platform of a third party provider, for example Apple, Facebook or Google. In these cases, there may be a linking of accounts and an exchange of data between us and the third party provider.

(3) The following requirements exist for registration:

- Entrepreneurs as natural persons are natural persons with unlimited legal capacity over the age of 18.
- Entrepreneurs as partnerships or corporations as well as any other entities, associations or communities have legal capacity and have a representative authorized to represent them. The indication of a P.O. Box is not sufficient

(4) There is no entitlement to registration. We are entitled to reject a registration. With the conclusion of the registration, a contractual relationship arises and begins between you and us, the "Provider Contract". By registering, you also agree to these GTC and to data processing in accordance with our privacy policy. If you download the app from third-party platforms (for example, Apple App Store, Google Play, or Amazon Appstore), the contractual terms, GTC and privacy policy of the respective third-party provider shall apply insofar as there is an overlap in content - in particular with regard to the payment terms, the right of revocation, the user account and login provisions, the privacy policy, the End User License Agreement for Licensed Applications (EULA), or the availability of the services.

(5) Before creating an account, we reserve the right to conduct a selection process. This is based on our selection criteria as an essential part of our quality management. We are entitled to make any selection without giving reasons, in particular a rejection decision. There is no entitlement to a quick or positive selection, in particular to the granting of an application. We will not reimburse any costs incurred in the process.

(6) With the registration you will receive an account which contains all necessary data for the use. You may only use the account yourself; in particular, you may not allow third parties to use the account or transfer the account to third parties (account sharing). The access data of the platforms require a password, which must be chosen in a particularly secure manner. The access data may not be disclosed to third parties - with the exception of employees or shareholders bound to secrecy who have agreed to the GTC and data protection provisions - in particular to prevent unauthorised persons from accessing confidential information of users. The password may be changed at any time. Multiple accounts of one person are not permitted. Any joint use is not permitted (account sharing). Access data must be stored securely and the

user must be informed immediately as soon as the impression of third-party use arises. If we suspect third-party use, we are entitled to take all necessary measures, such as inspection, blocking or deletion of the provider account. The provider is liable for the damages and costs incurred by us for any measures resulting from third-party use. The account shall continue to exist until the termination takes effect.

(7) The provider can log into his account at any time, view, change or add to his profile data, communicate with us, the providers or, if applicable, all other parties involved, or take any other action relating to the provider contract.

(8) You are responsible for the content and quality of all information provided on the Platforms. You warrant that the information you provide is accurate and complete. The information, evidence and other data must be kept up to date at all times. You undertake not to enter, upload or in any way make available to us or the users any content and data that is punishable, illegal or infringes the rights of third parties, and not to use the platforms in any illegal manner, for example to commit criminal offences or to offer illegal services.

(9) You undertake not to misuse the service offer and in particular not to disseminate any illegal, immoral, defamatory, offensive, obscene, pornographic or politically radical content.

(10) Your data may be made available to users of the Platforms

(11) You must not jeopardise the safe operation of our platforms. You must refrain from doing anything that could inconvenience other users of the platforms or that goes beyond the intended use of our platforms. In particular, you are obliged to refrain from the following:

- Upload or send files that contain a virus or other malware or make other interventions that could impair the functionality or accessibility of the platforms or alter or delete content,
- Upload or send any form of advertising, especially email advertising, SMS advertising, chain letters or other harassing content,
- Subject the Platforms to excessive load or in any other way disrupt or jeopardise their functioning,
- Use crawlers, spiders, scrapers or other automated mechanisms to access the Platforms and collect content without written consent,
- Collect or use information such as email addresses or phone numbers of other users without prior consent,
- reproduce, publicly display, distribute, edit or use any content of the Platforms or any third party in a manner that exceeds the intended use without the prior consent of us or the third party,

(12) If any of the obligations of this § are breached, we are entitled to take any action with regard to your account. In particular, we are entitled to request a statement from you without giving reasons, to temporarily block the account, to issue a warning, to permanently block the account or to delete it. Furthermore, we expressly reserve the right to assert civil and criminal claims. The sanctions do not affect the obligation to pay for service relationships that have already been established, especially if the service has already been (partially) provided.

(13) If services on our platforms can also be used without an account, you already make an offer to conclude a contract for the duration of the use of a platform in accordance with these GTC by using our platforms, which we accept by providing the service.

(14) If the app was downloaded from third-party platforms, the contractual terms and conditions, GTC and privacy policy of the respective third-party provider may apply with regard to registration and account, insofar as there are overlaps in content.

§ 3 Prices, Payment, Default, Terms of Payment, Offsetting, Right of Retention,

(1) The following applies to our chargeable services on our platforms: The prices stated by us are - unless otherwise presented or agreed in individual cases - net prices excluding value added tax.

(2) Our remuneration shall become due - unless otherwise agreed between you and us - after conclusion of the contract and before the respective service provision. It shall be paid at the latest within 2 weeks after dispatch of our invoice (invoice date). If payment is not made, default of payment shall occur. In the event of default in payment, we shall be entitled to claim default interest and further damages in accordance with the statutory provisions. The default interest for consumers amounts to 5 percentage points above the base interest rate according to § 288 BGB for the year; for entrepreneurs the default interest amounts to 9 percentage points above the base interest rate according to § 288 BGB for the year.

(3) We enable you to use various payment services and options. You can use any payment method provided by us for payment, in particular

- transfer to an account specified by us,
- give us a direct debit mandate or SEPA direct debit mandate,
- pay us by EC/Maestro or credit card,
- pay us via a third party platform (e.g. Apple App Store, Google Play or Amazon Appstore) or
- pay us via a payment service provider specified by us (for example PayPal),

in each case provided that we offer a corresponding payment option. We reserve the right to exclude payment options individually or generally or to add them subsequently.

(4) You make use of the payment service of a payment service provider by clicking on the button of the payment service provider during the ordering process of services. You will be taken to the corresponding page of the respective payment service provider. You make use of the payment service of a third party platform such as Apple App Store, Google Play or Amazon Appstore by downloading our app via it. With regard to the payment, we only provide access to the page of the respective payment service provider or platform, but do not become a contracting party. In most cases, in order to use the payment services of a payment service provider or the platform, it is necessary to enter into a contractual relationship with the respective payment service provider. The respective contractual terms, GTC and data protection provisions apply.

(5) In the case of a direct debit authorisation, a SEPA direct debit mandate or payment by EC/Maestro or credit card, we will arrange for your account to be debited at the earliest on the due date. A direct debit authorisation granted shall also apply to further orders until revoked.

(6) You are not entitled to offset against our claims unless your counterclaims have been legally established or are undisputed and if you assert notices of defects or counterclaims from the same contractual relationship.

(7) You may only exercise a right of retention if your counterclaim arises from the same contractual relationship and is legally established or undisputed.

(8) In the event that one of our claims from one or more contracts is not paid on time, we are entitled to commission a collection agency (e.g. Creditreform) with the further collection of the due claim. By signing the contract, you agree that we transmit the data and information required to collect the debt to the collection agency (e.g. Creditreform) and that the collection agency (e.g. Creditreform) is entitled to store and process the data. In particular, name and address, contract date, as well as invoice number, invoice amount and due date are transmitted.

(9) If the app was downloaded from third-party platforms, the contractual terms and conditions, GTC and privacy policy of the respective third-party provider may apply with regard to registration and account, insofar as there are overlaps in content.

§ 4 Our services and services of the providers

(1) You as a provider of consultations can present your services on our platforms and conclude contracts with our users.

(2) You provide the services presented by you on the platforms after concluding a contract with a user. The contractual relationship between you as a provider and a user is established after conclusion of the contract through our mediation. The service provision is carried out by you as provider for your own account and responsibility on the basis of your individual commissioning by a user and - if available - your GTC. You are liable in particular for any breaches of duty or defects arising from the contract with the user.

(3) You are responsible for all content, advertisements and service offers loaded onto the platform. You undertake not to make any criminal, unlawful, abusive, misleading or third party rights infringing service offers and to perform any services; not to enter, upload or in any way make available to us or the users any corresponding content and data; and not to use the platforms in any unlawful manner.

(4) Your content and information must be related to your services. Advertising for services not offered on the Platforms is not permitted. It is not permitted to use seals of approval or other symbols of third parties that are not approved by us.

(5) If you are an entrepreneur and make offers to consumers on the platforms, you must provide the users with the legally required consumer protection information. In particular, you must inform them about the existence or non-existence of the statutory right of withdrawal.

(6) In order to enable users to find your services in line with their needs, we provide you with the possibility of presenting the relevant information (images, videos, descriptions, brands and logos, etc.) or your offers. We enable users to conduct a search and sort the search results according to various criteria or pre-sort the results. We reserve the right to change information to ensure better comprehensibility, especially in the case of content, grammatical or spelling errors. You can increase your visibility by adding the additional option of improved findability. This will give you a better position in the search results, for example.

(7) We enable you to present services to users of our platforms and conclude contracts with them in the following ways:

- Marketplace model: The user makes use of a service offered by the provider.

Depending on the model selected, the respective agreement applies - in addition to these GTC and if available.

§ 5 Marketplace Model

(1) They present their services to users on the platform. The sole presentation does not constitute a binding offer to conclude a contract with the user, but serves as a non-binding presentation.

(2) Offers and cost estimates of the provider to the user on the platforms are subject to change. Errors in cost estimates and quotations may be corrected before the order is accepted.

(3) The user can place a legally binding order or commission in any way offered by our platforms. In particular, the user can place it as follows:

- By clicking on an order button of the provider on our platforms,
- By sending completed order documents to the provider via any common communication channel of our platforms or the provider.

(4) With the commissioning or order, the user also bindingly agrees - if available - to your GTC and the data processing in accordance with its data protection declaration.

(5) The user is bound to the commissioning or order for a period of 2 weeks after placing the order.

(6) You yourself or we on your behalf can confirm the receipt of the submitted order or commission

- by e-mail to the e-mail address provided by the user or
- by letter of confirmation or by handing it over to the user.

Such a confirmation does not constitute a binding acceptance of the order or the order, unless, in addition to the confirmation of receipt, the acceptance is declared at the same time.

(7) The confirmation is generally made by you yourself or by us on your behalf, but can also be made by a third party - again on our behalf as the provider's intermediary, in particular by an intermediary or a web portal on which we maintain a profile for our part, especially if the order or commission was made via the web portal.

(8) A contract is only concluded when you accept the user's order or commission by means of a declaration of acceptance, start providing the service, issue an invoice or provide the service - in whole or in part.

(9) If it is not possible to provide the service ordered or commissioned by the user, for example because a component of the service required for provision is not available, the provider shall refrain from issuing a declaration of acceptance. In this case, a contract is not concluded.

§ 6 Our remuneration

(1) We receive remuneration from the providers for the use of certain models and functions of our platforms and the utilisation of our services.

(2) Our remuneration and - if applicable - the special conditions of the respective services depend on the models and functions used in each individual case.

In particular, when a service of a provider is used in the marketplace model, our remuneration amounts to 30% (thirty) of the net invoice amount of the provider to the user.

All other remuneration components are based on the models and functions used in each individual case.

As a provider, you thereby provide users with the following offer models:

- Premium membership:

- o First call
- o Consultation
- o Written report
- o Further support for follow-up questions

- o Minimum term: 9 months
- o Notice period: 7 days before the end of the month
- Detailed consultation
 - o Initial consultation
 - o Consultation
 - o Written report
- Short consultation
 - o 15-minute consultation
 - o Ad hoc consultation

Your pricing will be at your discretion.

We will expressly inform you of the obligation to pay costs, the costs incurred and all other special conditions within the framework of the respective conclusion of the contract.

§ 7 Contractual Term and termination

(1) A contract between you and us runs for an indefinite period of time, unless we have agreed on a different term.

(2) If no minimum term has been agreed, you as well as we are entitled to terminate the contract at any time without giving reasons. A termination can be made by e-mail, by fax or within the account. In the case of a paid service, you remain obliged to pay the agreed fee until the end of the contract despite termination.

(3) In order that the termination by e-mail or fax can be assigned, the full name, the deposited e-mail address, the address and the personal identifier should be provided.

(4) In the event of a minimum contract term, the contract shall be extended for an indefinite period after the minimum contract term if it is not terminated in advance by one of the parties with a notice period of one month to the respective end of the term. After the extension for an indefinite period, the contract may be terminated with a notice period of one month to the end of a month.

(5) We are entitled to terminate the contract at our discretion, with or without prior notice and without giving reasons at any time and with immediate effect. We also reserve the right to remove profiles and/or any content of the user at any time. In the event that the User's registration has been terminated and/or profiles or published content of the User have been

removed, we shall have no obligation to inform the User thereof or of the reason for termination and/or removal of any content. We are entitled to send information about the termination to other users - especially if they had contact with the terminated user.

(6) Each type of termination entitles us to delete the account as well as all personal data created or uploaded by the user. Personal data and other information, are the sole responsibility of the respective provider. The termination of the contract between the user and the user has no effect on an already concluded mediation and the service relationship with the provider, in particular it will not be reversed.

§ 8 Duty to cooperate

(1) You shall assist us in the performance of our contractual services by reasonable acts of cooperation. You will, for example, provide us with the necessary information, data, circumstances, conditions; provide documents, materials, things or access for the performance of the service; give us instructions and releases without delay and appoint a competent contact person who will not be replaced.

(2) Insofar as you are not entitled to notify us or provide us with the device codes in accordance with Paragraph 1, you shall also be deemed to have failed to cooperate. You affirm your authorisation to perform the corresponding actions. You shall indemnify us on first demand against any claims by third parties who take action against us due to your lack of authorisation and shall reimburse us for any damage incurred due to the claim by the third party, including any court costs and lawyers' fees incurred for the legal defence. In all other respects, the statutory provisions shall apply.

(3) Missing, incomplete, damaging or infringing cooperation - for example by providing incomplete or incorrect information, data, materials or documents or by providing information, data, materials or documents that are not suitable for lawful use - shall entitle us to terminate the contract, in the case of a contract with an entrepreneur also without affecting the agreed remuneration.

(4) If we incur damage as a result of faulty cooperation, we shall be entitled to claim damages. In this case, you shall also indemnify us against all third party claims asserted by third parties in connection with acts of cooperation performed by you incorrectly, at least due to gross negligence.

§ 9 Communication

(1) In order to ensure quick and easy communication with each other, communication will generally take place via e-mail. You consent to information being sent to you by e-mail, your account on our platforms, by post or by other means.

(2) The dispatch and communication is at your risk. We are not responsible or liable for disruptions in the line networks of the Internet, for server and software problems of third parties or problems of a postal or delivery service provider.

§ 10 Technical availability, data, functionality and content

(1) The Platforms are accessible 24 hours a day, 7 days a week, except in the event of force majeure or an event beyond our control and subject to outages and maintenance required for operation. We work diligently to ensure the highest possible availability. Availability depends, among other things, on your technical equipment. Interruptions in availability may occur due to necessary maintenance and security work or unforeseen events beyond our control.

(2) We are not liable for your loss of data or any damage resulting therefrom, insofar as the damage would not have occurred if you had regularly and completely backed up your data.

(3) We may change any functionality, appearance, structure or content of our Platforms without obtaining your consent.

(4) We are entitled to block or change any content - including user-generated content.

§ 11 Granting of rights

(1) You undertake not to distribute any texts, images, video, audio files and/or other content ("Files") via the Platforms that violate applicable law, morality and/or these GTC. In particular, you undertake to respect the rights of third parties, such as copyrights, trademark rights, patent and utility model rights, design rights, database rights and any other industrial property rights (hereinafter "property rights").

(2) You hereby grant us a comprehensive, exclusive right of use, unlimited in space and time and unrestricted for all types of use, to the files required for the performance of the service, which you publish via our platforms or upload to our platform or to the user account for the performance of the service or forward to us in any other way.

(3) The granting of rights includes in particular the right to use the files for our own purposes for the performance of our own services as well as for our own advertising purposes worldwide and for an unlimited period of time.

(4) Insofar as we create files for the user or provider, all copyrights and user rights remain with us.

(5) If the app was downloaded from third-party platforms, the contractual terms and conditions, GTC and data protection provisions of the respective third-party provider may apply insofar as there is an overlap in content.

§ 12 Our rights in our platforms

(1) You agree that the Platforms and all related applications are database works and databases within the meaning of Sections 4 (2), 87a (1) UrhG (German Copyright Act), of which we are the legal owners. All related applications are subject to protection pursuant to Sections 69a et seq. UrhG. They are protected by copyright.

(2) The rights to all other elements of our platforms, in particular the rights of use and ancillary copyrights to the content and documents posted by us or acquired by granting rights, are also exclusively ours. In particular, trademarks, other marks, company logos, protective notes, copyright notices or other features serving to identify individual elements of our platforms may not be removed or changed. This also applies to printouts.

§ 13 Modification of the Services

We reserve the right to discontinue, change or restrict access to software, online databases, functions, operating systems, documentation and all other components of our software required for the use of our services as well as their mode of operation - to the extent legally permissible also without prior notice - in whole or in part, at any time, temporarily or permanently. In particular, we reserve the right to change or deactivate features of our services (e.g. design, layout, categories, structure or availability), to convert free components into chargeable components, to discontinue support for certain functions or to suspend compatibility (e.g. with certain types of devices or operating systems).

§ 14 End User Licence Agreement (EULA)

(1) We grant you a personal, non-exclusive, revocable, non-transferable and worldwide right to use the Platforms - in particular any software features on the Website or Apps - their content, services, other features and any updates. This is granted exclusively for your own use and in the context of the use of the platforms and their services and to the exclusion of any other purposes.

(2) Our digital products (especially apps, software) are licensed to you and not sold to you.

(3) The licence does not give you any right to use the content. In particular, it is prohibited

- Adapt, modify, translate, edit, reverse engineer, disassemble, transcode or reverse engineer the Platforms, their content, services, other features or updates;

- Export the Platforms, their contents, services, other functions or updates, or combine them in whole or in part with other software programs, or reproduce them in whole or in part, by any means and in any form, permanently or temporarily;

- Extract or re-use any of the contents of the Databases created from the Platforms;
- create works derived from the Licensed Platform;
- Use processes or software designed to copy the Platforms, their content, services, other features or updates without our consent;
- Set up systems capable of hacking the Platforms.
- Offer or provide our services to third parties without our consent.

(4) In the event of a violation of the prohibition, there shall be criminal liability and liability for damages.

(5) If the app was downloaded from third-party platforms, the contractual terms and conditions, GTC and data protection provisions of the respective third-party provider may apply insofar as there is an overlap in content.

§ 15 Third Party Advertising

(1) We reserve the right to display third party advertisements to you. We have no control over the advertising, in particular its content, reliability or accuracy. Advertisements are displayed without our review, in particular we do not endorse their content - the advertiser alone is responsible. In any form of use - in particular by clicking, using their services carried out by means of an application programming interface ("API") or visiting their platforms linked to the advertising - their contractual terms, GTC and data protection provisions shall apply.

(2) Advertising may in particular be accompanied by the linking of third-party platforms or third-party API applications. Here, too, the responsibility lies solely with the respective provider of the advertising. Their contractual conditions, GTC and data protection provisions apply.

§ 16 Copyrights

We have copyright and other rights in all images, films, text and other content protected by copyright or similar rights that is published on our website, our profiles on other websites, our social media profiles. Use of the images, films, texts and other rights is not permitted without our written consent.

§ 17 Data protection and data security

(1) We collect personal data from you and, if applicable, other data supplied by you or obtained by us in the course of fulfilling the contract for the purpose of executing the contract and fulfilling contractual and pre-contractual obligations. The data collection and data processing

is necessary for the fulfilment of the contract and is based on Article 6 (1) b) DSGVO. We process it in accordance with the obligations of the DSGVO. According to Article 5 (1), personal data must essentially:

(a) be processed in a lawful and fair manner and in a way that is comprehensible to the data subject ("lawfulness, fair processing, transparency");

(b) collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes ('purpose limitation');

(c) adequate and relevant to the purpose and limited to what is necessary for the purposes of the processing ("data minimisation");

(d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data which are inaccurate in relation to the purposes of their processing are erased or rectified without delay ("accuracy");

(e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data are processed ("storage limitation");

(f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage by appropriate technical and organisational measures ("integrity and confidentiality").

(2) Generally, data will not be transmitted to third parties if there is no corresponding obligation or if the performance of the contract or compliance with a legal deadline makes a data transmission necessary, for example if the transmission of the data is necessary in order for a third party provider to carry out a query for you that is necessary for the performance of the contract, your data is forwarded to a payment provider or freelancers are used in order to contribute to the fulfilment of a performance obligation towards you. In these cases, the service providers will often have a contractual relationship with you, so they act on their own responsibility.

(3) As soon as data is no longer required for the purpose of its processing and if there is no further legal obligation to retain it, it will be deleted by us. We retain your data during the

initiation and execution of our contractual relationship. It may also be necessary to retain data after termination of our contractual relationship. For example, invoice data (billing documents) must be stored for 10 years in accordance with § 147 of the German Fiscal Code (Abgabenordnung). As long as a service provider performing services for us also has a contract with us for the performance of your service, we remain obligated to retain the data in accordance with the agreed retention periods.

(4) You have the right to information, data transfer, deletion, correction, restriction or blocking of your personal data. In particular, you have a right to free information about all personal data.

Your request can be made to. You will find the contact details of our data protection officer responsible for this in our data protection declaration: <https://www.ouiiou.com/en/Legal/Privacy/>. In addition, you have the right to corresponding administrative or judicial remedies or to appeal to a supervisory authority.

§ 18 Liability and indemnification

(1) The User shall be liable to the Partner in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or compensation for futile expenditure.

(2) In other cases, the User shall only be liable - insofar as not otherwise regulated in para. 3 - in the event of a breach of a contractual obligation, the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which you as a contractual partner may regularly rely (so-called cardinal obligation), and this shall be limited to compensation for the foreseeable and typical damage. In all other cases, our liability is excluded subject to the provision in para. 3.

(3) The liability of the User for damages arising from injury to life, body or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.

(4) The Partner shall indemnify the User at first request against any claims of third parties which are asserted against us and/or our vicarious agents due to possible culpable violations of the Partner's obligations - in particular from these GTC. The partner shall compensate the user for any damage incurred as a result of the claim by the third party, including any court costs and lawyers' fees incurred for legal defence. In all other respects the statutory provisions shall apply.

§ 21 Dispute Resolution

The EU Commission has created an internet platform for the online settlement of disputes - the alternative dispute resolution in accordance with the ODR Regulation and § 36 VSBG. This platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. More detailed information is available at the following link: <http://ec.europa.eu/consumers/odr>

Participation in a dispute resolution procedure before a consumer arbitration board is not obligatory and is not carried out by us.

§ 19 Final provisions

(1) Amendments and supplements to these General Terms and Conditions shall be made in writing; we reserve the right to do so. Amendments require that you are not unreasonably disadvantaged, that there is no breach of good faith and that you do not object to the amendment. In the event of a change, notification shall be given via one of the communication channels - in particular by e-mail - 2 months before it takes effect. The amendment shall become effective if it is not objected to within this period - thereafter the amended GTC shall become valid.

(2) We reserve the right to assign this contract to another company. It becomes valid 1 month after sending a notice of assignment to you via one of our communication channels - in particular by e-mail. In the event of an assignment, you shall have a right of termination which shall apply 1 month after receipt of the notification of assignment. All rights granted to us shall at the same time be deemed granted to our legal successors.

(3) In the event that individual provisions of these GTC are invalid, the legal validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which comes closest to the intended economic purpose.