

## **General Terms and Conditions of the SOFORT GmbH at Registration (“Registration GT&Cs”)**

### **§ 1 Validity**

1. The SOFORT GmbH's (hereinafter referred to as “the Company”) Registration GT&Cs are valid during the entire business relationship between the Company and the merchant, service provider or content provider (hereinafter referred to as “the Merchant”).
2. Following registration and acceptance of the Registration GT&Cs, the Merchant is granted access to the Company's merchant menu where it can activate individual products by establishing projects (product activation) and where it provides relevant data about itself (in particular, provision of bank details, incl. BIC and IBAN codes etc.).
3. For individual products, product-specific GT&Cs (e.g. SOFORT GT&Cs) apply additionally to or diverging from the Registration GT&C which are to be accepted at the time of product activation. Where the product-specific GT&Cs contain terms that differ from the registration GT&Cs, these will take precedence over the Registration GT&Cs.

### **§ 2 Amendments to the GT&Cs**

The Company reserves the right to amend or supplement the Registration GT&Cs and the product-specific GT&Cs. The Merchant will be informed of amendments via a pop-up window after logging into the merchant menu and/or in writing to the e-mail address provided in the merchant menu. The Merchant may object to the amendments by e-mail, facsimile or letter within six (6) weeks of being informed. If no objections are received by the Company during that period, then agreement to the changes is assumed. The Merchant's attention will be drawn to this fact when informed of the amendments. If the Merchant objects to an amendment, the existing GT&Cs will continue to apply unchanged. The parties' right to properly terminate the contract is not affected.

### **§ 3 Commission**

1. Registration in the Company's merchant menu is free of charge.
2. The fees for individual products are not due at the time of activation in the merchant menu but rather are due when the first project is activated by Company. The fees are subject to a separate fee agreement, which will be specifically referred to at the time of product activation.

### **§ 4 Contract Duration / Termination**

1. As long as no contract for at least one specific product exists, the business relationship between the Company and the Merchant may be terminated at any time.
2. Product activation constitutes the Merchant's offer to provide the product in question in its online shop in accordance with the Company's terms. The contract for that product will be concluded with the product's activation by Company. The Merchant will be informed of activation via e-mail and/ or via message in the merchant menu. The Company reserves the right to verify the Merchant's data before activation and to decline activation, in particular where provision of the product in question is not technically possible (e.g. where an unsupported shop system is used), the preconditions for the product in question are not

fulfilled, or there are reasons to justify that the Company extraordinarily terminates the contract.

3. The duration of the contract for individual products is set in accordance with the product-specific GT&Cs. For termination of the entire business relationship between the Company and the Merchant the notice period of the product is decisive which at the time of termination still has the longest contract duration. The right to terminate contracts in relation to individual products in accordance with the product-specific GT&Cs is not affected.
4. The right to extraordinary termination remains unaffected. In particular, the Company reserves the right to extraordinary termination (a) entirely or for individual countries, where legal or technical reasons render the provision of a product impossible, (b) in the case of repeated complaints from end customers about the Merchant, (c) where the Merchant is carrying on illegal business activities or is offering extremist content on its website, registration only takes place by reason of market research or the Company has to fear damage to its reputation as a result of the collaboration, (d) where the Merchant has made an application for insolvency, this application is rejected for lack of assets or the Merchant is otherwise in financial difficulties which would challenge its ability to provide the product to end customers. Where reasons for extraordinary termination exist, the Company is also permitted to deactivate the individual products for use in the Merchant's online shop, in particular during review periods during which the Merchant has the opportunity to respond.

## **§ 5 Liability**

Company is liable for damages resulting from an injury to life, body or health in accordance with legal requirements. For other damages Company is only liable - subject to the provisions in sentence 3 - for intent and gross negligence. For other damages caused by negligence due to the violation of an essential contractual obligation, Company is also liable however, limited to the foreseeable damages. Essential contractual obligations are those that protect the Merchant's contractual legal positions, that are to be granted to the Merchant in accordance with the content and purpose of the contract, and such whose fulfilment first allows the proper fulfilment of the contract, and on whose adherence the Merchant may trust on a regular basis. Liability in accordance with the Product Liability Act remains unaffected by the preceding regulations.

## **§ 6 Marketing and Naming of the Merchant**

The Merchant agrees that as of contract conclusion Company is permitted to name the Merchant as a reference in the following media: Company's website [www.sofort.com](http://www.sofort.com), PowerPoint presentations, product brochures and presentation walls and stands, banner, roll ups, displays at fairs, exhibitions and conferences. In relation to specific products, the Merchant may only be named where it has established a project for the respective product.

## **§ 7 Miscellaneous**

1. Amendments and/or additions to this contract must be made in writing (e-mail, facsimile, letter) and must expressly state that they are amendments or additions to this contract. This includes amendments to this written form requirement.

2. Should a contractual term and/or its amendment or additions be or become ineffective, the effectiveness of the remainder of the contract will not be affected. The ineffective term will be replaced by an effective one that is closest to the business intention. The same applies for any gaps in this agreement.
3. As far as the parties conclude an individual written contract that deviates from the Company's general terms and conditions, this written contract will take precedence over the general terms and conditions.
4. The place of performance for both parties to this contract is Munich.
5. The exclusive place of jurisdiction is Munich, although this will not apply where a different exclusive legal jurisdiction applies.
6. This contract is subject to German law.

Version 1.7en, March 2016