General Terms and Conditions

These General Terms and Conditions are provided in English for your convenience. Please note that in case of a dispute or discrepancy between the German Terms and Conditions and the English translation, the German version shall prevail.

Section A: General provisions

1. Scope of conditions

1.1. All deliveries and services of Checkdomain GmbH (hereinafter also referred to as the ‘Contractor’) shall exclusively be performed on the basis of these General Terms and Conditions (hereinafter also referred to as ‘Terms and Conditions’).

1.2. We do not recognise any terms and conditions of the customer that deviate from these General Terms and Conditions unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall apply even if we provide our services without reservations while knowing of the customer’s conflicting or deviating conditions.

1.3 The Terms and Conditions apply to consumers and entrepreneurs alike. A consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession. (Section 13 of the German Civil Code, BGB) An entrepreneur means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (Section 14 I BGB).

2. Conclusion of contract

The customer’s application for the conclusion of the intended contract consists either of the transmission of the written online order form to the Contractor or of the sending of an electronic declaration, if this is offered in an individual case. The customer shall be bound by its application for seven (7) days. The contract shall only be concluded upon the express acceptance of the customer’s application by the Contractor or upon the first act of contractual fulfilment performed by the Contractor. The Contractor reserves the right to refuse to conclude a contract with the customer without stating reasons.

3. Services of the Contractor

3.1 The scope of services and, if applicable, the technical specifications for the respective service result from the associated service description at the time the service was ordered.

3.2 If the Contractor makes additional services available without additional remuneration, the Customer shall have no claim to their provision. The Contractor shall be entitled to discontinue or change such services previously provided free of charge within a reasonable period of time or to offer them only for a fee. In such a case, the Contractor shall inform the customer in good time in advance.

3.3 All prices include taxes payable under governing law, in particular value added tax, unless the prices are stated as VAT-excluded. Consumers will be charged the VAT rate applicable in their EU country.

3.4 The availability of the Contractor’s servers shall be at least 99% on average per annum. Times when the servers are not accessible due to maintenance or events that cannot be influenced by the Contractor, i.e. force majeure, technical problems outside the influence of the Contractor, actions of third parties not commissioned by the Contractor, limited or absent Internet functionality, etc. are excluded from this. Deviating agreements, in particular higher levels of availability of the individual products, may result from the respective relevant SLAs.

3.5 The Contractor is entitled to expand its services, adapt them to technical progress and/or make improvements. This applies in particular if the adaptation appears necessary to prevent misuse or if the Contractor is obligated to adapt the service due to statutory regulations.

3.6 If the Customer is provided with fixed IP addresses, the Contractor reserves the right to change the IP address(es) assigned to the Contractor if this should become necessary for technical or legal reasons. Unless expressly assured in writing, the customer is not entitled to a specific server. The customer is aware that it may

be necessary to migrate him to another server without his consent. The Contractor shall inform the Customer in good time in advance of any changes in accordance with this Section 3.6.

4. Obligations of the customer

4.1 The customer warrants to the Contractor that all data submitted by the customer to the Contractor is complete and accurate. The customer undertakes to transmit any changes to its data to the Contractor without delay.

4.2 The Contractor is entitled to send all information and declarations of intent relevant to the respective contractual relationship to the email address specified by the customer. The customer represents that it shall check this email inbox regularly for new messages.

4.3 The customer shall conscientiously manage its passwords and other access data and take care to keep them secret at all times. The customer is required to change its passwords regularly and, insofar as these are assigned, it shall change them without delay.

4.4 The customer is obligated to inform the Contractor without delay as soon as it becomes aware that third parties are using its password without authorisation. The customer shall be obligated to compensate the Contractor for all damage due to use or misuse of the passwords by third parties, insofar as the customer is at fault for this.

4.5 The customer is responsible for ensuring that its websites comply with the legal requirements. The customer undertakes not to use the web space provided to it for the dissemination of inadmissible content.

4.6 The customer is obligated to create daily backups. There is no obligation on the part of the Contractor to regularly back up the content and data of the customer without a separate contractual agreement. In the event of data loss, the customer shall upload the data in question to the Contractor’s servers again free of charge and restore configurations.

4.7 The customer undertakes to use the resources made available to it in such a way that the security and/or availability and/or system integrity of the Contractor’s systems are not impaired. In particular, it is clarified that mining or other types of creation of cryptocurrencies and comparable processes on the provider's servers are not permitted.

4.8 The Contractor is entitled to block customer systems or access if the obligations under the present Clause 4 ‘Obligations of the customer’ are violated by the customer or a third party. The customer shall be liable for damages incurred by the Contractor and third parties due to a culpable breach of duty by the customer. The temporary blocking/retention of contractual services in accordance with this section shall not affect the customer's obligation to pay the agreed fees.

5. Warranty

5.1 The customer shall notify the Contractor of defects without delay and shall support the Contractor to the best of its ability in the event of a possible remedy of defects, in particular by taking all reasonable measures for data security.

5.2 The Contractor notes that, according to the current state of the art, it is not possible to create hardware and software guaranteed to work error-free in all application combinations or which can be protected against any manipulation by third parties. The Contractor does not guarantee that hardware and software used or provided by the Contractor meets the customer’s requirements, is suitable for certain applications and is free of crashes, errors and malware. The Contractor assumes warranty vis-à-vis the customer only to the extent that the hardware and software used or provided by the Contractor shall function essentially in accordance with the manufacturer’s performance specification at the time of transfer, under normal operating conditions and with normal maintenance.

6. Liability

6.1 The Contractor is liable, regardless of the legal grounds, only under the following provisions.

6.2 The Contractor shall be liable for intent and gross negligence in accordance with the statutory regulations.

6.3 The Contractor shall be liable for minor negligence only in the case of breach of a material contractual obligation which permits the due performance of the contract and upon the fulfilment of which the customer may regularly rely. In these cases, the Contractor shall only be liable in the amount of the foreseeable damage typical for the contract.

6.4 The amount of the Contractor's liability shall also be limited, in the event of minor negligence, to the respective remuneration owed for the contract in question for a period of two years.

6.5 In cases of minor negligence, liability for all other damage, in particular consequential damage, indirect damage or lost profits, is excluded.

6.6 The limitations mentioned above shall not apply in the event of injury to life, limb or health or in the event of liability in accordance with the German Product Liability Act.

6.7 Insofar as the Contractor's liability is excluded or limited, this shall also apply to the liability of the Contractor's employees, other staff, representatives and vicarious agents.

6.8 Within the scope of the German Telecommunications Act (TKG), the liability rules under Section 44a TKG remain unaffected in any case.

6.9 In all other respects, our Service Level Agreement (SLA) shall apply in its respective version as contractually agreed.

7. Payment terms

7.1 By default, the customer authorises the Contractor to collect all fees incurred as part of the contractual relationship by direct debit from the account communicated by the customer. The same shall apply in the event that new bank details are communicated. The billing period may differ from the agreed contract term.

7.2 Further payment options may be provided by the Contractor, such as credit card payment, PayPal or bank transfer. In the case of payment via PayPal, the corresponding GTC of PayPal shall apply in addition to these GTC. The customer authorizes the Contractor to collect the respective invoice amount from his PayPal account.

7.3 Fees independent of use are payable in advance, at the latest at the beginning of the respective billing period. Use-based fees shall be paid at the end of the respective billing period.

7.4 The Contractor shall provide an electronic invoice for each payment transaction in the secure customer service area. The sending of invoices by email is free of charge. Invoices shall be due for payment without deduction immediately upon receipt.

7.5 If the customer wishes invoices to be sent by post, the Contractor is entitled to charge a reasonable fee for each invoice.

7.6 The prices may be changed by the Contractor at the beginning of a new contract term with an appropriate notice period of at least six weeks. If the customer does not object to this change within this period, the change shall be deemed approved. In its notification, the Contractor shall expressly inform the customer of the notice period and the consequences of failure to object.

7.7 If the customer is in arrears with an amount that corresponds to at least one monthly base fee, the Contractor may temporarily block the corresponding service. The temporary blocking of services does not affect the customer's general payment obligation.

7.8 If direct debits, whether different or the same, cannot be successfully collected twice in succession and if the customer is responsible for this, the customer is excluded from payment by direct debit. Thereafter, it may only pay by way of advance payment. In addition, if the customer is at fault, it must reimburse all costs incurred by the Contractor as a result of the returned direct debits. Furthermore, in this case, the Contractor is entitled to demand all payments due up to the time of the extension of the contract(s) of the customer immediately and in one sum. The Contractor reserves the right to withhold its services in full until all outstanding claims have been settled by the customer.

7.9 The customer shall be in default of its payment obligation, even without receiving a warning, if it does not

pay the amount due within 14 days after receipt of an invoice or a notification that the invoice has been uploaded in the customer service area. In the event of a delay in payment by the customer, the Contractor may claim interest on arrears in accordance with Section 288 BGB.

7.10 For unauthorised returned direct debits, the customer must reimburse the Contractor for the return debit costs incurred if the customer is responsible for this.

7.11 If the customer has paid fees in advance for performance periods beyond the end of the contract, these shall be refunded to it pro rata temporis after the end of the contract. This does not apply to services of third-party providers, in particular domain registrars or providers of SSL certificates, which are arranged for the customer by the Contractor, unless the third-party providers reimburse the prepaid fees.

8. Licenses and third-party services

8.1 If the Customer independently administers, installs, manages, uses or publicly distributes licensed software installed on the Contractor’s servers, the Customer warrants proper and complete licensing.

8.2 The Contractor shall grant the Customer a non-exclusive (simple) right of use for the Customer's own (business) purposes, limited in time to the term of the contract, to the Contractor’s own and third-party software made available. The transfer, except with the consent of the Contractor by way of contract transfer, as well as the granting of sublicenses to third parties are not permitted. Further use after termination of the contract is not permitted; the customer shall delete copies of the software provided immediately and completely after termination of the contract. At the request of the Contractor, the Customer shall provide the Contractor with proof of deletion or confirm deletion within 14 days of termination of the contract.

8.3 For open-source programs, the respective valid terms of use of the Contractor of the software shall also apply. The Contractor shall make these available to the customer on request. If the terms and conditions of the software Contractor conflict with these GTC, the terms and conditions of the software provider shall take precedence.

8.4 The following applies to Microsoft products: Some services offered by the Contractor are made available to the Customer directly by Microsoft; however, the Customer's contractual partner in this case is also the Contractor. The Customer can only use the Microsoft products if he agrees to the Microsoft End User License Agreement (“MS EULA”), whereby he can give his consent, as well as his consent to Microsoft's regulations on data protection and handling of the Customer's data, in the current version, as part of the purchase process. The customer gives consent to the MS EULA when booking the Microsoft products by ticking the relevant consent box. The MS EULA is available on the Contractor’s website at Checkdomain.de as part of the consent process. Contractor may disclose the following information about Customer to Microsoft and / or an independent third party appointed by Microsoft at the request of Microsoft Ireland Operations Limited (“Microsoft”) to enable Microsoft and / or the independent third party appointed by Microsoft to check against sanctions lists in relation to the Microsoft Product used by Contractor and purchased from Contractor and to check that Contractor is complying with the terms of its contractual relationship with Microsoft under which Contractor offers the Microsoft Products: Name, address, city, zip code, country, contract reference, tax reference number, contract status of the customer (active or historical), date of the start of the contract and (if different) the start of the provision of services, date of the end of the contract, as well as accounting and transaction data for the Microsoft product used. Information on data protection can be found in section 14 “Data protection and order processing”.

8.5 In all other respects, the license terms of the respective software manufacturer and, if applicable, the manufacturer- or software-specific additional terms of the Contractor shall apply.

8.6 The Contractor is entitled to audit or regularly check the compliance of the Customer's servers with the contractual agreements and provisions, in particular the license terms. In this context, the Contractor is entitled in particular to check whether the Customer has obtained a sufficient number of software licenses. The customer is obliged to cooperate in the review. This includes providing the Contractor with the necessary information and data within a reasonable scope and period of time as well as the permanent installation of corresponding programs for this purpose on the Customer's servers or the toleration of such an installation by the Contractor. The customer's business secrets must be taken into account to a reasonable extent.

9. Content of the web pages, blocking of web content

9.1 The customer undertakes to fulfil its legal notice obligations.

9.2 By transmitting the web pages or content (to the Contractor), the customer shall indemnify the Contractor from any liability for the content and expressly warrants that it shall not transmit any material and not display any material of third parties which defames, disparages or insults other persons or groups of persons. The customer also warrants that it shall pay any fees arising from the publication of the data (e.g., fees to the GEMA collecting society) to the respective organisations. The customer further expressly warrants that it shall not publish any content or data that violates the governing law of the Federal Republic of Germany. This also applies if such content is made accessible through hyperlinks or other interactive connections that the customer sets up on third-party web pages. Extremist or pornographic content is prohibited. Furthermore, it is expressly prohibited to send so-called ‘spam emails’ or similar from the Contractor’s servers in any way.

9.3 Unless otherwise agreed, content potentially harmful to minors which is not excluded pursuant to Clause 8.2 is only permitted if minors are protected from accessing it and the legally prescribed measures, in particular suitable age verification systems with legal certainty, are provided.

9.4 If the customer violates its obligations under the above Clauses 8.1, 8.2 and 8.3, the Contractor is entitled to block the relevant web pages. The customer shall bear any costs of blocking. Here, it must be clarified that the customer’s payment obligation remains generally unaffected by this.

9.5 The Contractor reserves the right to generally block content that could impair the regular operation or the security of the server, or to prevent the operation of such content in individual cases.

10. Term and termination of the contract

10.1 The term of the contract results from the offer.

10.2 The contract is automatically extended by the respective contract term if it is not terminated within the period stated in the respective offer. If the minimum term is longer than one year, then only by one year at a time. If the customer is a consumer, the notice period is one month to the end of the minimum contract term. In the absence of timely termination, the contract for consumers shall be extended indefinitely after the expiry of the minimum contract term. The consumer may terminate the contract at any time after the expiry of the minimum contract term by giving one month’s notice.

10.3 The contract must be terminated at least in text form in accordance with Section 126b BGB. The notice of termination must state the name of the customer, the customer number and the contract to be terminated. Termination via the customer centre also satisfies the text form requirement. In addition, the customer can use a free termination form in the FAQ section of the website of the Contractor, which contains all the important information for quick processing.

10.4 Both parties are entitled to terminate the contract without notice for good cause. Good cause exists for the Contractor in particular if the customer: – is in arrears with the payment of fees amounting to two monthly base fees; – culpably breaches a material contractual obligation and the customer fails to remedy the situation within an appropriate period despite receiving a warning.

10.5 The Contractor is entitled to irrevocably delete the customer’s data still stored on the Contractor’s systems after termination of the contract. The customer is responsible for ensuring that it independently backs up its data until the termination of the contract. If, in justified exceptional cases, the customer wishes to access its data again after the end of the contract, this is possible up to a maximum of 14 days after the end of the contract, and only if its data has not yet been completely or partially irrevocably deleted. Here, it must be clarified that the Contractor is in no way obligated to retain the customer data after the end of the contract.

10.6 The domain registration relationship is subject to partially deviating provisions regarding termination, which are listed in Section B of these General Terms and Conditions.

11. Rights of third parties

11.1 The customer warrants that, to the best of its knowledge, no rights of third parties are infringed and no unlawful purposes are pursued by registering or connecting the domain name or by the transmission of its web content to the Internet. The customer acknowledges that it is solely responsible for the choice of the domain name and agrees to indemnify the Contractor against all claims for damages by third parties in connection with

the domain name registration or connection. In the event that third parties assert rights to the domain name, the Contractor reserves the right to block the domain name in question until the dispute has been resolved in court.

11.2 If the Contractor becomes aware that the customer's web content infringes on rights, e.g., if the owners of the rights notify the Contractor, it is entitled to block Internet access to the customer's content without further notice and to terminate the contractual relationship without notice after an unheeded warning. The customer is obligated to indemnify the Contractor from all claims of third parties in connection with the customer's infringing web content.

12. Contract transfers

12.1 The Contractor is entitled to transfer the contract to a third party, together with all rights and obligations. The customer will be informed of this via its customer account or by email.

12.2 The customer may only assign the contract with the Contractor to third parties with the Contractor's consent.

13. Modification of the Terms and Conditions

13.1 The Contractor reserves the right to modify the Terms and Conditions at any time with effect for the future, unless this is unreasonable for the customer.

13.2 The Contractor is entitled to modify the Terms and Conditions in the following cases:

if the change serves to bring the Terms and Conditions into compliance with governing law, in particular if the governing legal situation changes;
if the change serves to help the Contractor comply with mandatory judicial or official decisions;
if entirely new services or service elements of the Contractor, as well as technical or organisational processes, must be considered in the Terms and Conditions;
if the change is only beneficial to the customer.

13.3 In such a case, the Contractor shall send the modified Terms and Conditions to the email address provided by the customer at least six weeks before they take effect, while indicating the changes.

13.4 The customer has the option to object to the modified Terms and Conditions within a period of six weeks after the modified Terms and Conditions have been sent with indicated changes before they take effect. If the customer does not object to the modified Terms and Conditions within this period, the modified Terms and Conditions shall be deemed to have been accepted by the customer. The Contractor shall inform the customer of the notice period and the effect of failure to object when notifying the customer of the change.

14. Data protection and order processing

Information on the processing of the Customer's personal data by the Provider can be found in the Contractor's privacy policy, which is available at <https://www.checkdomain.de/agb/datenschutz/>.

Insofar as the Contractor processes personal data provided by the Customer on their behalfit processes the data as the Customer's processor in accordance with Art. 28 of the General Data Protection Regulation (GDPR). In this case, the Contractor shall provide the customer with an agreement on commissioned processing to conclude with the Contractor in order to implement the requirements of Art. 28 GDPR. The Contractor is not aware whether the customer has personal data processed as part of the order. It is therefore incumbent on the customer to comply with its duty of care as the controller and to conclude the order processing contract with the Contractor.

The customer acknowledges that IP addresses are registered with various Regional Internet Registries (i.e. RIPE NCC, ARIN, AFRINIC, LACNIC and APNIC). The current terms and conditions of the Regional Internet Registries apply here.

15. Place of jurisdiction and governing law

15.1 If the customer is a business person, a legal entity governed by public law or a public-law corporation, the place where the Contractor has its registered office shall be the exclusive place of jurisdiction for all disputes

arising from and in connection with the contractual relationship. In addition, the Contractor shall be entitled to take legal action against the customer at its general place of jurisdiction.

15.2 These Terms and Conditions are governed by the law of the Federal Republic of Germany, excluding the UN conventions relating to the international sale of goods (CISG). In the case of consumers, this choice of law only applies insofar as the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not thereby withdrawn (principle of favorability).

15.3 Should a provision of this agreement be or become invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a valid provision that corresponds or at least comes close to the intended purpose of the agreement, which the parties would have agreed to in order to implement the present economic purpose if they had been aware of the invalidity of the original provision. The same applies in the event of a contractual loophole.

15.4 These GTC are written in German and English. However, only the German version is legally valid and binding. The contractual language is German.

15.5 The European Commission's online dispute resolution platform is available at: <http://ec.europa.eu/consumers/odr>. The Contractor does not participate in a dispute resolution procedure before a consumer arbitration board and is not obliged to do so.

Section B: Specific provisions

I. Special rules for domains

1. Domain registration

1.1 The contractual relationship required for the registration of the respective domain shall be concluded directly between the customer and the respective domain issuing authority or the respective registrar. The contractual relationship regarding the domain can therefore be governed by foreign laws and regulations. The Contractor shall act within the framework of an agency agreement in its relationship to the customer, but shall not have any influence of its own on the issuing of the domain. The customer can only assume the actual availability and assignment of the domain name once this has been confirmed by the respective network information centre (NIC).

1.2 The different top level domains (‘extensions’ such as .com, .net, etc.) are administered by various different, usually national, organisations. Each of these organisations for domain issuing has set different conditions for registering and administering top level domains, the corresponding sub level domains and procedures in the vent of domain disputes. If top level domains are the subject matter of the contract, the according issuing conditions of the respective registry or registrar shall additionally apply. If .de domains are the subject matter of the contract, the DENIC Domain Guidelines shall apply in addition to the DENIC Domain Terms and Conditions.

1.3 Domain registration takes place though an automated procedure by means of which the data is passed on to the respective registration authority. The registration authority proceeds according to the priority principle, i.e. the first registration received is awarded the domain name. The Contractor cannot assume any guarantee for the allocation of an ordered domain.

2. Obligations of the customer

2.1 The customer is obligated to cooperate fully in all actions required for the registration, transfer or deletion of a domain.

2.2 The customer is solely responsible for ensuring that a domain registered by it and the content accessible under this domain do not violate governing law or infringe the rights of third parties. When using international domains, other national laws and regulations may have to be observed. The Contractor shall not examine this.

2.3 If a third party claims credibly that domains or hosted content infringe the rights of third parties, or if the Contractor is convinced that an infringement of rights is probable due to objective circumstances, the Contractor may temporarily block the content and take measures to make the domain in question inaccessible.

2.4 If the data to be provided in accordance with the respective registration provisions for a domain prove to be

incorrect and the Contractor is unable to contact the customer using the data provided, the Contractor may terminate the contractual relationship without notice and have the domain deleted.

2.5 If the customer selects a pay scale on a credit basis for domain registrations or renewals and use of the domain robot, the customer is solely responsible for ensuring sufficient credit for domain registrations or renewals. If the customer fails to recharge its account and, as a result, domains cannot be registered or maintained, the Contractor shall not be liable for any resulting damage.

3. Obligations upon the ending of the contract

3.1 Termination of the contractual relationship with the Contractor shall in principle not affect the registration agreement regarding a domain existing between the customer and the issuing authority or the registrar. Requests for cancellation of the domain registration relationship must nevertheless be addressed to the Contractor, since the Contractor administers the domain for the domain holder and must regularly forward notifications from the domain holder, including agreement cancellations, to the respective issuing authority or registrar.

3.2 The customer's termination of the contractual relationship with the Contractor therefore requires the customer's express written declaration that the domain is (also) being terminated and can be deleted in order to validly terminate the registration relationship for a domain at the same time. If the customer is a consumer, the aforementioned declaration may also be made in text form, in particular also via email. If the customer is not the domain holder, the cancellation or deletion order requires the written consent of the domain holder or Admin-C (Administrative Contact). Sending the declaration by fax is also sufficient.

3.3 The period for issuing domain cancellation requests to the Contractor for all domains is four weeks to the end of the term of the registration relationship, which is based on the issuing conditions of the respective issuing authority or registrar.

3.4 If any domain cancellation requests are delayed, the Contractor shall forward these to the registration authority without delay. However, it must be clarified here that if a cancellation request concerning the domain registration agreement is not issued by the customer in due time and the term of the domain registration is extended vis-à-vis the issuing authority or the registrar as a result, the customer's obligation to pay remains in force for the period of the extension.

3.5 If the customer terminates the contractual relationship with the Contractor but does not give explicit directions as to what is to be done with the domains registered via the Contractor to date, the obligation to pay remuneration for the domains shall also remain in force until further notice. After an unsuccessful request to the customer to account for the domains in writing or per fax within a reasonable period has been sent to the email address furnished by the customer, the Contractor is entitled to transfer the domains to the direct administration of the respective issuing authority or to release the domains on behalf of the customer. The same shall apply in the event of the Contractor's termination of the contractual relationship with the customer.

3.6 If domains are not placed under the administration of another provider by the customer at the latest by the termination date of the agency agreement on the administration of the domain between the customer and the Contractor, the Contractor shall be entitled to transfer the domains to the direct administration of the respective issuing authority or to release the domains on behalf of the customer. This also applies in particular if the customer has issued an instruction with regard to the transfer of the domain to a new provider, but this is not implemented in good time.

II. Special rules for email services

1. The customer shall retrieve incoming messages in its email inboxes at regular intervals.

2. The Contractor may refuse to forward emails sent to its customers if facts justify the assumption that an email contains harmful software (viruses, worms or Trojans, etc.), the sender information is false or disguised or it is so-called spam email. Spam mails are electronic messages in which the sender information is incorrect or disguised, which are unsolicited or disguised commercial communications or messages which fall under section 4.5 of these GTC. Furthermore, the Contractor is entitled to reasonably limit the size of incoming messages as well as the size and number of outgoing messages.

3. The Contractor also reserves the right to return personal messages received for the customer to the sender if

the capacity limits stipulated in the respective tariffs are exceeded.

4. The sending of so-called spam emails is prohibited. Providing false sender data when sending emails is also prohibited. The Contractor reserves the right not to deliver outgoing messages that are classified as spam by its systems.

5. If the customer sends spam emails within the meaning of the preceding paragraph, the Contractor may temporarily block the concerned email inboxes of the customer.

III. Special rules for web hosting

The customer is responsible for ensuring that the provision and publication of content on the websites or data uploaded by it does not violate German or other relevant national laws, in particular copyright law, trademark law, right to a name, data protection law and competition law. The Contractor reserves the right to temporarily block any content that appears questionable to it in this respect. The same shall apply if a third party requests that the Contractor change or delete content on hosted websites because this content allegedly violates governing law or infringes the rights of third parties.

IV. Special rules for servers

1. Administration and use

1.1 If the customer has sole administrator rights, the Contractor cannot administer the server. As server administrator, the customer is solely responsible for protecting the server against unwanted access and manipulation by third parties via the Internet. It is incumbent upon the customer to install and activate appropriate protection software, to regularly obtain information about security breaches that become known and to close known security breaches. The installation of maintenance programs or other programs provided or recommended by the Contractor shall not release the customer from this obligation.

1.2 The customer is obligated to set up and administer its servers in such a manner that the security, integrity and availability of the networks, other servers, as well as software and data of third parties or the Contractor are not jeopardised. If a customer endangers the security, integrity or availability of networks, other servers, as well as software and data of third parties or the Contractor by means of its servers, or if the customer is suspected of doing so due to objective circumstances, the Contractor is entitled to temporarily block the server. This shall also apply if the customer is not responsible for the harmful action or condition, e.g., if the customer’s server is manipulated and used by third parties. Upon deliberate violation by the customer, the Contractor shall be entitled to immediate termination without notice of the contractual relationship.

1.3 The customer is obligated to create daily backups. There is no obligation on the part of the Contractor to regularly back up the content and data of the customer without a separate contractual agreement.

1.4 Internet Relay Chat (IRC) services, anonymisation services and P2P file sharing services may only be used by the customer with the prior written consent of the Contractor.

2. Surrender of use to third parties

The transfer of servers to third parties in return for payment is prohibited, unless the Contractor has given its prior consent in individual cases.

V. Special rules for the service "Full-Service Web Design"

The following special contractual terms and conditions apply to all "full-service web design" contracts between the Contractor (hereinafter referred to as "Checkdomain") and the customer. The offer for full-service web design is aimed exclusively at entrepreneurs within the meaning of § 14 para. 1 BGB. In addition to the following provisions, the general terms and conditions of the Contractor shall also apply.

1. Conclusion of the contract

A contract with Checkdomain is concluded by signing on site (digitally on tablet or on paper contract) or by transmitting the signed contract by fax/e-mail/post or by placing an online order and subsequently confirming the order by Checkdomain.

2. Description of the Service

The services to be provided by Checkdomain result from the contract and the tariff overview attached to the order confirmation. The website commissioned by the customer is created according to his individual wishes and ideas.

The content required for the creation of the website (e.g. texts, images, logo) is provided by the customer. The customer must ensure and ensure that he is entitled to all rights, in particular copyrights, to the content supplied by him to the Contractor. The customer indemnifies Checkdomain against all claims and costs incurred by the Contractor due to an infringement of the rights of third parties caused by the customer. Checkdomain does not assume any warranty for content provided by the customer. If the customer does not want to use its own content, Checkdomain can create it for the customer for a fee.

On the basis of the customer's wishes and ideas, Checkdomain designs the customer's website and sends it to him in draft. The customer can notify the customer of any change requests free of charge by e-mail or via the "My Websitebutler" portal provided by Checkdomain within the framework of the service description valid at the time of conclusion of the contract. Any change to the website beyond the tariff is subject to a fee, unless Checkdomain is responsible for the necessity of the change. A complete redesign or rebuilding of the website is not part of the Services and may be ordered separately.

After confirmation of the design of the website by the Client, the website will be put online. The customer must check the website for its factual and content-related correctness and notify any necessary and/or desired changes. In case of doubt, the decision as to whether a change can be made within the scope of the tariff lies with Checkdomain. Changes for which the Contractor is responsible are free of charge, any other necessary changes are subject to a fee.

Checkdomain is entitled to reject change requests requested by the customer if they are technically or time-unreasonable, the number of changes exceeds a reasonable level or the change requests do not comply with the content specifications of the General Terms and Conditions. The customer will be informed of the rejection of a change request by e-mail or telephone.

After the final completion of the website, further changes within the framework of the "full-service web design" contract are only possible within the framework of the contractually agreed quota. The customer also has the option of ordering separate services (see point 3 "Maintenance and care").

3. Maintenance and care

The technical operation, the maintenance of the Internet storage space of the website and the maintenance of the content of the website are also part of the contract and are carried out by Checkdomain. There are no additional costs for this.

4. Domains

As part of the "full-service web design" contract, the customer receives a domain that can be used for the website to be created. If necessary, additional costs may be incurred for certain domain extensions according to our price list. The customer also has the option of ordering any other domain via Checkdomain for the "full-service web design" contract or arranging for the transfer of an existing domain to the Contractor. If the domain that is to be used for the website to be created is not under the administration of the Contractor, no guarantee is given for the availability of the domain. In addition to these Special Contractual Conditions, the terms and conditions of the individual Registration Authorities shall apply.

5. Imprint / Privacy Policy / Terms & Conditions

The provision of texts for imprint/privacy policy/terms and conditions is the responsibility of the customer. The customer must ensure that the files supplied are legally compliant texts. In addition, Checkdomain assumes no liability for the completeness and legal correctness of the texts provided by the customer. The customer indemnifies Checkdomain against all costs incurred by the Contractor due to an infringement of rights caused by the customer.

The customer is responsible for the content and legal maintenance of the imprint/privacy policy/terms and conditions, etc. He must inform the Contractor of any changes. The changes will be made by Checkdomain

within the framework of the contractual agreements.

6. Prices / Terms of Payment

The prices listed for the service result from the corresponding service description at the time of ordering the service and are to be understood as net prices plus the applicable statutory sales tax. The fees are due monthly in advance. The invoicing for this will take place when the website is put online or no later than 2 months after conclusion of the contract. Payment of the agreed set-up fee is due upon conclusion of the contract.

7. Contract Term and Termination

Unless otherwise stated in the offer, the basic term is either 12 or 24 months. The contract is automatically extended by the basic term, unless it is terminated with a notice period of 30 days to the end of the basic term or to the end of the extended contract term. The termination must be in writing in order to be effective, whereby a fax is sufficient to comply with this form.

8. Rights of use

Upon full payment of the invoiced remuneration, the customer receives the non-exclusive right of use to the website in accordance with the Copyright Act. The right of use expires with the termination of the contract between the Contractor and the Customer. The customer is informed that the website content will not be released after the termination of the contractual relationship. Administrative access to the website is the sole responsibility of Checkdomain. If the customer wishes to make changes or adjustments, these will be incorporated by the Contractor on the website within the framework of the contractual agreements after transmission by the customer.

VI. Special Contractual Terms for Marketing Services (Digital Marketing Services)

The following special contractual conditions apply to all contracts relating to:

• The provision of websites and online shops as well as the associated services, such as hosting, the provision of domains, the provision of e-mail services and access to the CMS application;

• Online advertising, in particular the creation and execution of Google Search & Banner Advertising (SEA), the product Online Complete and the creation and execution of meta-social media advertising

• as well as for services related to websites (e.g. search engine optimization & analysis packages),

between the Contractor and the customer. The offer is aimed exclusively at entrepreneurs within the meaning of Section 14 (1) of the German Civil Code (BGB). In addition to the following provisions, the general terms and conditions of the Contractor also apply.

1. Conclusion of the contract

A contract with Checkdomain is concluded by signing on site (digitally on tablet or on paper contract) or by transmitting the signed contract by fax/e-mail/post or by online ordering and the subsequent order confirmation by Checkdomain.

2. Description of the Service

The services to be provided by Checkdomain result from the contract and the order confirmation. Checkdomain is entitled to commission vicarious agents (in particular HEROLD Business Data GmbH, A-1100 Vienna, Canettistraße 5) and/or subcontractors for the fulfilment and execution of contracts with the customer. If they are thus to be qualified as processors within the meaning of Article 4 (8) GDPR, an agreement on order processing pursuant to Article 28 GDPR is concluded with them.

2.1 Websites:

2.1.1 CMS application: The CMS application used for the creation of websites is copyrighted software. All copyrights and other intellectual property rights as well as exploitation rights to the CMS application in all forms of expression, including all software components and all further developments, improvements and adaptations

as well as all copies, as well as to the websites generated thereby, in particular with regard to the design, structure, design, source code and content provided by Checkdomain for a website, belong exclusively to Checkdomain and/or its technology partners. The Customer acquires a non-exclusive, non-transferable, non-sublicensable and revocable right of use to the CMS Application and the website created via the CMS Application for the duration of the Agreement, which is limited in time and content to the purposes of this Agreement. The Client shall not be allowed to use the CMS Application outside the purposes of this Agreement and outside of its business activities, and in particular for the purpose of providing services to third parties. In addition, the customer has no right to reproduce, provide, make available or edit the CMS application. Reverse engineering, other methods for determining the source code of the CMS application or creating derivative works from it are expressly prohibited. The Client may not make any changes to the CMS application. Likewise, the Client is prohibited from making changes to the websites generated via the CMS Application, unless such changes are expressly permitted via existing functions of the CMS Application. Checkdomain reserves the right to invoice the customer for changes that go beyond these permitted changes. After placing the order, a website or an e-commerce project is created for the customer. The customer will be informed of the completion of the website or e-commerce project and the time of the online launch. The service package that the customer can use with certain website packages and which refers to changes to the customer's website commissioned by the customer is subject to the fair use clause, according to which these changes only have to be implemented to an adequate extent by Checkdomain. The website contains a sample imprint, which must be adapted or amended by the customer independently in accordance with the applicable legal provisions. Checkdomain is not responsible for the design of the imprint. Furthermore, the customer must ensure that the terms of use, data protection provisions and general terms and conditions of use are valid for his website. Upon termination of the contract, the right to use the CMS application as well as the websites created by means of the CMS application and their hosting expires; any further use or transfer of the websites created via the CMS application, their design, text, design and content after termination of the contract is excluded due to the copyrights and all other intellectual property rights of Checkdomain and/or its technology partners. The websites generated via the CMS application are hosted by Checkdomain. The Customer must ensure that his access data is carefully stored so that third parties are not allowed unauthorized access to the CMS application.

2.1.2 Domain registration services: By ordering a domain, the customer commissions Checkdomain to register the ordered domain in his name and on behalf of the registry responsible for the respective top level domain and to administer it for him. The contractual relationship required for the registration of the respective domain is established directly between the customer and the respective domain registry or registrar. Checkdomain therefore acts exclusively as a direct representative for the customer and has no influence of its own on the allocation of the domain. Therefore, the terms and conditions and contractual provisions of the respective registrar and the respective registry apply to the customer with regard to the domain registration. The customer is obliged to observe the prescribed conditions for the use of the domain. Therefore, Checkdomain cannot guarantee the allocation of an ordered domain. The customer can only assume that the domain name is actually available and assigned once it has been confirmed by the respective registry. The customer is obliged to fully cooperate in all actions that are necessary for the registration, transfer or deletion of the ordered domain. The customer is responsible for the legal admissibility of the content provided via the ordered domain (including links). Furthermore, the customer undertakes not to present any pornographic, violence-glorifying or inciting services and/or content, nor to call for and/or instruct to commit criminal offences. Checkdomain does not monitor or check the content. If a third party credibly demonstrates that domains or hosted content infringe the rights of third parties, or if the Contractor is convinced that a violation of the law is probable due to objective circumstances, Checkdomain may temporarily block the content and take measures to make the domain in question inaccessible. Alternatively, Checkdomain has the option of terminating the contract extraordinarily, i.e. without notice. Checkdomain's claim to remuneration continues to exist as long as a blocking has been carried out for reasons caused by the customer. Upon termination of the contract, the domain is irrevocably returned to Checkdomain.

2.1.3 Services for the provision of an e-mail account: The storage capacities and technical data specified in the offer or on the order form apply. A provision of the e-mail inbox is only possible for the duration of the agreement for the provision of a domain. In the event of termination of the agreement for the provision of a domain, the provision of the e-mail account also ends automatically; a separate notice of termination is not required for this purpose. The customer is responsible for the legal admissibility of the e-mail addresses used and the content sent via them. The customer must comply with the legal provisions in connection with the sending of e-mails, in particular the Act against Unfair Competition (UWG), the Digital Services Act (DDG) and the General Data Protection Regulation (GDPR). The sending of spam emails is prohibited. Commercial communication must be marked accordingly. If the customer violates provisions within the meaning of the preceding paragraph, Checkdomain may also temporarily block the customer's mailboxes in question. Checkdomain does not assume any liability for the forwarding of e-mails, SMS or other messages to the

recipient, nor for the correct reproduction of the customer's messages. Checkdomain may refuse to forward e-mails addressed to its customers if facts justify the assumption that an e-mail contains malicious software (viruses, worms or Trojan horses, etc.), that the sender information is false or obfuscated or that it is so-called spam e-mails. The customer must ensure that his data is up-to-date at regular intervals (at least once a day). Checkdomain cannot be held responsible for damage to data and/or software and hardware due to viruses or other malware. The Customer undertakes to keep the passwords assigned by Checkdomain strictly confidential and to inform Checkdomain immediately as soon as it becomes aware that the password is known to unauthorized third parties. If, as a result of the customer's fault, third parties use Checkdomain's services by using passwords, the customer is liable to Checkdomain for usage fees and damages.

2.1.4 Domains and Contractors: When ordering a website package, a free desired domain is included, which can be freely chosen by the customer according to availability, whereby Checkdomain does not assume any assurances that the desired domain is actually available and that an allocation will be made. In all other respects, the provisions of point 2.1.2 apply. A transfer of the rights to the domain to the customer during or after termination of the agreement with Checkdomain is only possible with the express consent of Checkdomain for a fee. For all domains registered via Checkdomain, the customer can switch to another Contractor at any time with the consent of Checkdomain and the respective terms and conditions of the registry, provided that the Contractor offers the corresponding top-level domain (e.g. ".de") or supports the Contractor change according to the necessary circumstances and technical requirements. The contractual relationship with Checkdomain is not affected by such a change. In this regard, an explicit termination is required in any case. In the event of a change of Contractor, the customer is obliged to take all precautions so that the domain can be taken over by Checkdomain. If the customer does not take the precautions announced by Checkdomain, Checkdomain is released from its obligation to perform. All declarations regarding domains, in particular domain termination, Contractor change and domain deletion must be made in writing. Checkdomain can only agree to a change of Contractor if Checkdomain has received a written declaration of consent from the domain registrant or domain Contractor Admin-C in text form. If Checkdomain is unable to approve the change of Contractor of the customer's new Contractor in time because the Contractor change was initiated too late by the new Contractor or the customer or the conditions necessary for consent are not met, Checkdomain is expressly entitled to have the terminated domain deleted by the respective registry on the termination date, or, if Checkdomain has already reapplied the registration fees by the registry in invoiced to pass them on to the customer. In the event that the domain is provided by the customer, the costs of the domain are to be borne by the customer. In the event that the domain is blocked due to a payment arrears, the customer's website cannot be provided, for which Checkdomain is not responsible.

2.1.5 Terms and Conditions for the Online Shop and E-Commerce Projects module: The creation of the Online Shop as well as the ongoing modification and maintenance of the content is carried out by the Client, unless a different regulation is made. Checkdomain bears no responsibility for the loss of content of the Online Shop or the non-delivery of orders in the Online Shop. Payments are processed via separate contracts with third-party Contractors and are not the responsibility of Checkdomain.

2.1.6 Third-party Contractors: The customer is obliged to accept and observe the terms of use of the following third-party Contractors: Google Analytics – Web Analytics and Reporting (<http://www.google.com/analytics/>), Let's Encrypt – SSL Certificates (<https://letsencrypt.org/repository/>). Stripe – Payment processing for e-commerce projects (<https://stripe.com/at>). When including visitor analysis services (e.g. Google Analytics), the customer is obliged to comply with the relevant legal provisions, in particular the General Data Protection Regulation and the Telecommunications Digital Services Data Protection Act (TDDDG), and to comply with its information obligations.

2.2 Online advertising: Checkdomain determines, at its sole discretion, in which online product (the "Publishers") the advertising content ("Advertising") is displayed as part of the ordered product. The Customer acknowledges that Checkdomain does not operate or control the Publishers and that the composition of the Publishers may change at any time during an Advertising Term. Checkdomain does not guarantee when and where the advertisements will be displayed by the publishers. Checkdomain also reserves the right to change online advertising due to technical necessities. A specific placement or ranking as well as the maintenance of an existing placement or sequence of online advertising is not guaranteed. Checkdomain is entitled to change a ranking or ranking at any time. Changes to the industry sorting, the industry names and the product categories are possible at any time and do not entitle the customer to derive legal consequences. Checkdomain is also entitled to merge similar industries when placing advertising and to change industry titles mentioned in the order. The terms and conditions of our contracting partner Yext, Online Madison Avenue, 5th Floor, New York, NY 10010, available at <www.yext.com/terms/en-product-terms/> as amended from time to time, apply to the provision.

2.3 Search Engine Optimization and Visitation Measures (SEO): Checkdomain will make text changes on its website for the Customer. The customer agrees that Checkdomain can carry out visit-promoting measures with regard to the customer's website, in particular by creating a Google MyBusiness account and linking to the customer's website. In particular, Checkdomain will take measures to ensure that the customer's location is displayed in Google Maps as well as in Google search results. Checkdomain does not guarantee that the information will be published, nor that the measures will actually have a positive effect on visits. The customer is obliged to cooperate, in particular he must integrate content according to Checkdomain's specifications and instructions and make changes to the source code, otherwise Checkdomain bears no responsibility for the success of the measures.

2.4 Google Search & Banner Advertising (SEA): The selection of Internet portals and search engines, the definition of search terms as well as the selection and design of the ad text, the choice of the campaign structure and any ad extensions is at the discretion of Checkdomain. After completion of the campaign, Checkdomain will transmit information regarding targeting and ad text as well as creatives, in particular images and logos, which can be used in part or in full for advertisements, to the e-mail address provided by the customer (hereinafter referred to as "completion notification").

2.5 Google services and call measurement: Checkdomain will create a Google Ads account for the processing of advertising campaigns, which will be managed by Checkdomain for the duration of the advertising campaign. Customer has no right to access the Google Ads account, either during or after the termination of the Agreement. Managing the Google Ads account may result in the transfer of personal data to Google and other processors. When adding services for visitor analysis (e.g. Google Analytics), the customer is obliged to comply with the relevant legal provisions, in particular the GDPR and the Federal Data Protection Act, and to comply with its information obligations. The customer is obliged to accept the terms of use of Google, in particular Google Analytics – Web Analytics and Reporting (<http://www.google.com/analytics/>). For the purposes of measurement and campaign optimization, Checkdomain is entitled to link the Google Analytics account of the customer's website with the Google campaign. Any data collection to measure the success of advertising by the customer is carried out under the customer's own responsibility (under data protection law). For the purpose of measuring the success of the campaign, the customer of the Google search advertising is assigned a telephone number, which, if possible, is integrated into the customer's website and advertisements. The customer is not entitled to publish the assigned telephone number in other media. The phone number evaluation ends at the end of the campaign. In the event of a contract extension, the assigned phone number will be continued. However, Checkdomain is also entitled to discontinue or pause the number evaluation at any time. If the telephone number evaluation is terminated, Checkdomain will ensure that the telephone number is removed or support the customer accordingly. It is not possible to port the assigned telephone number; the rights to the number are generally owned by Checkdomain and Checkdomain grants the customer a temporary right of use for the duration of the agreement for campaign advertising. It is stated that the provision of the telephone number is not a publicly accessible telecommunications service within the meaning of the Telecommunications Act. Checkdomain assumes no responsibility for the technically flawless handling of telephone calls via the assigned telephone number. Liability of Checkdomain for any failures and disruptions is therefore expressly excluded.

2.8 Google Advertising Budgeting: From the first renewal onwards, the agreed campaign budget and the management fee will be charged to the subscription.

The use of the client's advertising budget will be distributed as evenly as possible over the delivery cycle, unless otherwise agreed. The delivery cycle is defined as the period in which the advertising placed on Google is active. The delivery cycle can never start before the start of the contract period and can therefore be different from the contract term. If the advertising budget has not yet been used up at the end of the contract period, the Google advertising will remain in place until the entire advertising budget is used up. A refund of the advertising budget to the customer is excluded. If the cost of Google advertising increases during a delivery cycle, the customer is obliged to pay accordingly.

2.9 Creation and execution of Meta social media advertising: The customer accepts the terms of use of the third-party Contractor Meta Platforms Ireland Limited, Serpentine Avenue, Block J, Dublin 4, Ireland ("Meta Ireland"), as well as its affiliates (in particular: <https://developers.facebook.com/terms/>) and acknowledges that this may lead to data processing by Meta outside the EU, over which Checkdomain and its affiliates have no influence. The explanations regarding advertising via third-party advertisers (in particular Google) apply accordingly, with the exception that it is not a contract for the creation and execution of Google advertising, but social media advertising of the Meta platforms, whereby the following product-specific requirements apply for the contractual administration of ad placement: a) the customer operates a Facebook page for his company on

his own responsibility, in particular, in joint responsibility with Meta for Insights Data (<https://www.facebook.com/legal/terms/information_about_page_insights_data>); b) the selection of platforms is at the discretion of Checkdomain; c) Checkdomain creates an advertising account for the customer with Meta for the purpose of processing and manages it during the term of the contract; d) the customer is solely responsible for compliance with all (data protection) regulations and requirements (e.g. use of the meta-pixel), this also applies to the possible provision of personal data of the end users of websites under his responsibility.

3. Responsibility for content, obligation to cooperate

3.1 The Client acknowledges that the timely provision of all services is only possible in compliance with the Client's obligations to cooperate. The customer's duty to cooperate is to provide information (texts, graphics, photos, logos, etc.) so that the ordered product can be set up optimally and precisely for the target group.

3.2 For the period of an advertising campaign, the Customer hereby grants Checkdomain and the Publishers a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, edit, publicly display, broadcast, make available and distribute, (a) all texts, images, logos, trademarks, advertising materials, product or service information, and other information provided by the Customer for the ordered product, and (b) the customer's existing website, insofar as this is necessary for Checkdomain to be able to provide the services for the ordered product. The customer must therefore submit to Checkdomain all documents necessary for the execution of the contract in good time upon initial request and provide Checkdomain with all information that may be important for the execution of the contract. If the content does not meet the specifications of Checkdomain or a Publisher, Checkdomain or the Publisher may, at its sole discretion, modify or reject the Advertisement in order to comply with the Publisher's requirements or other technical requirements or not to jeopardize the success of the Campaign. In the event of a refusal, Checkdomain will refund all relevant amounts paid in advance. The Client acknowledges that he may be limited in his ability to make further modifications to the advertisement after it has been handed over to Checkdomain. Acceptance of any Advertisement does not constitute approval or endorsement of such Advertisement by Checkdomain or by any Publisher, within the meaning of this Agreement or otherwise.

3.3 The exclusion of competitors of the Client cannot be agreed, neither for

a specific advertisement or for any content otherwise to be delivered by Checkdomain (e.g. website). In particular, Checkdomain does not exclude, and does not assume, that no further advertising space will be offered and occupied in addition to the content and online advertising published by Checkdomain.

3.4 The Client shall supply Checkdomain with all content required for advertising, including logos, trademarks and distinctive signs. If such content does not meet the requirements of Checkdomain or a publisher, the customer is obliged to provide a new modified advertising material without delay. Customer is solely responsible for its website or, in connection with the Site, for any advertising or content provided by Customer hereunder and any content that users may access through links in such advertisements. The customer is therefore solely responsible for the legal admissibility of all content provided by him to Checkdomain for the purpose of advertising services or website creation (in particular texts, graphics, images, photos, logos, trademarks and trademarks as well as sound files). The customer confirms that all information, keywords, texts, images, logos and other documents provided for the execution of the order do not contain any illegal or immoral content or otherwise violate the rights or legitimate interests of third parties, and in particular no copyright, patent law, trademark law, trade or trade secret or any other property right or personal or data protection right of a third party. When ordering websites, the customer is responsible for ensuring that the provision and publication of the (linked) content does not violate German or other relevant national law, in particular copyright, trademark, name, data protection and competition law. The Contractor reserves the right to temporarily block content that it deems questionable in this respect. The same applies if the Contractor is requested by a third party to change or delete content on hosted websites because it allegedly violates applicable law or violates the rights of third parties. If Checkdomain is sued by a third party for such a violation of rights, the customer shall indemnify and hold Checkdomain harmless and shall compensate for all disadvantages incurred by Checkdomain as a result of a claim by third parties. Notwithstanding the fact that the customer is solely responsible for checking the logos, trademarks and signs for compliance with the applicable legal provisions and checking conflicting rights of third parties, and therefore no such legal examination of the logos, trademarks and marks is to be carried out by Checkdomain, Checkdomain reserves the right to remove logos, trademarks and signs suspected of infringement and/or to change them accordingly.

Checkdomain's claim to remuneration continues to exist for these reasons - caused by the customer. The customer gives his express consent that Checkdomain may use the data, company names, logos, images and

brands published in the media, in particular on websites, including social media platforms, for the purpose of designing advertising texts and advertising.

3.5 In the case of Google search & banner advertising, the customer must inform Checkdomain of planned changes to its website at least three working days in advance, as this may require changes in campaign management.

3.6 If the information necessary for the execution of the contract is not provided by the customer, Checkdomain is entitled to create the ordered product to the best of its knowledge and belief for the area of activity applicable to the customer (industry-typical texts and images), to insert the customer's company data (company name, address, communication options) and to transmit the design of the product to the customer for review. In the event that Checkdomain provides content (texts, images, graphics) for the ordered product, this content may only be used for the purpose of providing it on or in the products created by Checkdomain. Any use beyond this is not permitted; the customer does not acquire any rights of use to it. If graphic elements created by Checkdomain are included, a design is made using templates, each of which has a limited number of elements (colors, fonts, symbols, etc.). Checkdomain also uses the templates for other customers, so that similar or identical combinations of elements can result.

4. Obligation to check, warranty and liability

4.1 Checkdomain provides all services for online advertising and other advertising services without any promises or assurances about specific characteristics, and is therefore – unless expressly otherwise stipulated below – any liability for any legal basis whatsoever is excluded. In particular, Checkdomain does not assume any warranty for usability or fitness for purpose or for a continuous uninterrupted display and distribution of online advertising or other advertising products. In the event of an interruption in the display or distribution of an advertisement or other advertising product, Checkdomain's sole obligation is to restore it promptly. Furthermore, Checkdomain makes no representation regarding the implementation or placement of any online advertising. To the extent permitted by law, Checkdomain assumes no liability for: (i) disruptions, errors or inaccuracies in the content or information in any advertisement, (II) unauthorized access to or use of Checkdomain's servers, (III) interruption of transmission to or from Checkdomain's server, (IV) bugs, viruses, Trojan horses or the like that may be transmitted to or via Checkdomain's server by a third party, (v) any loss or damage whatsoever to Checkdomain as a result of the use of content for an advertisement that is displayed, sent by email, transmitted or otherwise made available through Checkdomain's advertising services, (vi) damages resulting from events of force majeure, (vii) damages resulting from disruptions and failures of customer websites (in particular disruptions in transmission services or disruptions in the implementation of SEO measures for the customer or circumstances in connection with the nature of the Internet (such as transmission times and transmission quality of data through the implementation of SEO measures (search engine optimization)), or (viii) any offline times, if the resulting unavailability of online advertising by Checkdomain was caused intentionally or through gross negligence. Checkdomain is also not responsible for the use of ad blockers by Internet users. If the customer does not comply with his obligations to cooperate, Checkdomain cannot be held responsible for any resulting underperformance.

4.2 Warranty claims must be asserted within six months of the product being made available for inspection. Defects in parts of deliveries do not entitle the complainant to complain about the total delivery. For SEO measures, the customer will be notified of the changes to be made on his website. For Google Search & Banner Ads, a completion notification will be sent to the customer. Claims for damages must be asserted in writing within a period of six months from becoming aware of the damage. In the event of defects, the customer is not entitled to withhold the fee, his warranty remedies are limited to making improvements. If it is a material defect that cannot be remedied from the outset or if the defect cannot be remedied by Checkdomain despite attempts to improve it, the customer also has the right to conversion. Defects that are announced in good time and can be remedied will be remedied by Checkdomain within a reasonable period of time.

4.3 The Client acknowledges that neither a specific ranking in Google Search advertising, a specific playout location in banner advertising, nor the achievement of a certain business success, in particular a certain number of clicks, impressions, views and other conversions, is owed by Checkdomain and is therefore not the subject of the agreement with the Client. Checkdomain also cannot guarantee a specific ranking or placement of ads or the display of ad extensions. Checkdomain is entitled to terminate an advertising campaign that has already begun or to change the ad content and search terms if Checkdomain has reasonable grounds to suspect that the ad content or search terms are illegal or immoral. Checkdomain cannot be held responsible for any disruptions to the performance of the operator of the Internet portal on which the advertisement is published. In particular, Checkdomain is not responsible for any offline times. It is pointed out that Checkdomain must comply

with the advertising guidelines of the search engine operators of the platforms in the Google Search and Display Network when carrying out the campaigns and that this may result in changes to the agreed campaign at short notice.

4.4 In the absence of timely written notification of correction/change or defects, the advertising service, the proposed SEO measures as well as the advertising texts and banners shall be deemed to have been approved by the customer and the ordered product may be published or posted online by Checkdomain. Correspondence with the customer in this regard will be by e-mail.

4.5 During the term of the contract, the customer has the opportunity to announce correction or change requests for online advertising texts, search terms and graphics, which will be taken into account by Checkdomain during office hours. If a change request cannot be implemented for product-specific reasons, the customer will receive information from Checkdomain.

4.6 The customer shall be liable to Checkdomain as well as to Checkdomain's technology partners in the event of a breach of the obligations of these T&Cs and undertakes to indemnify and hold Checkdomain and its technology partners harmless in the event of any damages incurred.

5. Data protection

As the data protection controller for the processing of data pursuant to this provision, including the provision of the personal data of the end users of the website to Checkdomain, the customer must comply with all data protection regulations and comply with the legal requirements for the provision of these advertising services. The customer's website should inform the data subjects about the type, scope and purpose of the collection of their personal data and the subsequent use of this data, in particular transmission to e.g. advertising networks (also outside the EU) by the customer as the controller, and a suitable procedure for obtaining the consent of the data subjects to this collection and use of the data should be provided. If the customer violates the above obligations, Checkdomain may suspend the services with immediate effect after written notice to the customer. If the customer does not remedy the breach within 7 days of notification, Checkdomain may terminate the agreement in writing on the grounds of material breach of contract. Insofar as Checkdomain is commissioned with the processing, in particular the collection of personal data of the users of a customer's website, as a processor within the meaning of Article 4 (8) GDPR, the customer undertakes, at the request of the Contractor, to conclude a processor agreement within the meaning of Article 28 (3) GDPR with Checkdomain on the processing of the data within the scope of the product ordered in each case, which is made available to him and/or can be downloaded via the Contractor's website. To the extent that this is necessary for the product ordered in each case, Checkdomain will use and read cookies or other comparable technologies on the computers or end devices of the users of the customer's website in connection with the advertising services, or have them read out by a third party. The customer must ensure that all applicable requirements under the applicable laws are complied with so that this can be done in a legally permissible manner (transparent consent request). In particular, it must place an appropriately prominent pop-up notice on the use of cookies within the framework of its website, through which it obtains the (unambiguous) consent of the user of the customer's website to the use of these cookies. Furthermore, he must link to a cookie policy in the footer of each individual website of his website, which contains, among other things, information on the type and storage period of the cookies. The customer indemnifies Checkdomain against all costs incurred by the Contractor due to an infringement of rights caused by the customer.

6. Contract Term and Termination

The minimum contract period specified on the order form applies. This begins on the date of accounting by Checkdomain. If a subscription is agreed, the contract will be extended by the duration of the minimum contract period, up to a maximum of 1 year, unless it is terminated in writing (via e-mail to <vertragsservice@websitebutler.de>) at the end of the minimum contract period with a notice period of one month. A subscription can then only be cancelled by the customer again at the end of the extended contract period, subject to a notice period of one month. In the event of termination by the customer before the end of the respective contract term, the customer must pay the outstanding fee for the respective contract term. Checkdomain is entitled to terminate the subscription with a three-month notice period at the end of each calendar quarter. Each party is also entitled to extraordinary termination of the contract for good cause. An important reason for Checkdomain exists in particular if the customer violates material obligations, which is in particular the case if the customer does not meet his payment obligations despite setting a grace period or violates the obligations of these GTC (e.g. overloads the CMS application excessively or generates an unreasonably high traffic on the website). In the event of a serious breach of one of the obligations of the GTC,

Checkdomain is also entitled, but not obliged, to request the Client to restore the contractual situation, with or without setting a temporary grace period or, if applicable, blocking access to the CMS application.

VII. Reactions of the Contractor in the event of infringements and endangerments

1. If a third party claims credibly that the content of websites or a domain in itself infringes the rights of the third party, or if an infringement of rights by domains or content seems probable due to objective circumstances, the Contractor may block the website for the entire duration of the infringement or the dispute with the third party regarding the infringement.

2. If the possible infringement is caused by a domain, the Contractor may take measures to make the domain inaccessible. In cases where the infringement by a domain seems certain due to objective circumstances, the Contractor may terminate the contractual relationship without notice.

3. In the event of infringing content, the Contractor may also declare a termination without notice instead of merely blocking the content.

4. If the customer sends spam emails, the Contractor may temporarily block the inboxes on the email server.

5. The Contractor’s claim to payment shall continue to exist if a service was blocked for the above-mentioned reasons.

VIII. Indemnification claim

The customer undertakes to indemnify the Contractor by internal arrangement against any claims asserted by third parties regarding unlawful or infringing content or actions of the customer. This particularly applies to breaches of copyright law, trademark law, right to a name, data protection law and competition law. The customer shall further be obligated to compensate the Contractor for all damage due to such a breach, insofar as the customer is at fault for this. The damage compensation also includes the reasonable costs of any necessary legal defence on the part of the Contractor.

As of: 23/10/2024