

**General Terms and Conditions for the use of the FP Digital Business Solutions GmbH FP Sign signature  
solution  
including software delivery**

**1. Scope**

- 1.1. The business relationship between FP Digital Business Solutions GmbH (hereinafter "Provider" / Licensor") and the Customer (hereinafter "User" / "Licensee") shall be subject exclusively to the following General Terms and Conditions (hereinafter also referred to as "GTC") in the valid version at the time of conclusion of the contract.
- 1.2. The present GTC for the use of the signature solution FP Sign from FP Digital Business Solutions GmbH shall govern the contractual relationship between the Provider and the User in relation to all potential applications and contractual relations mentioned in point 2 of these GTC.
- 1.3. Insofar as the Provider/Licensor, on the basis of these GTC, provides computer programs or other copyright-free works for use, these computer programs and works and the rights of use granted to the User/Licensee shall be subject to the respective licence agreement for the maintained software.
- 1.4. These terms and conditions shall be accessible at any time in the FP Sign Portal of the Provider. Terms and conditions of the User that deviate from the General Terms and Conditions published in the FP Sign Portal of the Provider shall not be recognised, unless the Provider expressly agrees to their validity in writing. Even if the Provider refers to a document that contains terms and conditions of the customer or of a third party, or provides a link to such a document, this shall not constitute agreement that such terms and conditions are valid.
- 1.5. The Provider shall be entitled to notify the customer of changes to these GTC by means of a simple letter, and particularly also in the context of an invoice, or via email, De-Mail, or fax. Where no written objection is received by the Provider within one month after receipt of the notification, the changes shall be considered accepted. The Provider shall advise the User specifically of this consequence.

**2. Subject matter of contract**

**2.1 FP Sign**

- 2.1.1 The Provider supplies FP Sign as a portal solution to be used via a browser, as a mobile app, and as an integrated solution in existing user systems (e.g. CRM and ERP systems).
- 2.1.2 The use of FP Sign requires access to the internet. These services are not part of this contract.
- 2.1.3 For use without a browser, the use of the FP Sign mobile app or an API connection is required.

**2.2 Maintenance when using the FP Sign mobile app**

The subject matter shall be the granting of rights of use and exploitation for the FP Sign mobile app by the Provider/Licensor to the User/Licensee, as well as maintenance and support for the User/Licensee in handling the licensed software, where this use is part of the selected tariff.

**3. Term of contract**

- 3.1. The use of FP Sign as a free trial license (test account) is free of charge for a period of 30 days. Unless otherwise agreed, termination of such test account shall be permitted at any time and without notice.
- 3.2. The counter-signatory of a signature request shall basically never be considered to conclude a fee-paying contract with FP Digital Business Solutions GmbH. Hence, no costs shall be incurred by the counter-signatory of a signature request.
- 3.3. The FP Sign contract is concluded for 12 months, unless another term is contractually agreed.
- 3.4. The contract partners are entitled to ordinary termination of the FP Sign contract at any time by giving notice to the other contract partner in writing or by email/De-Mail 4 weeks in advance of the end of the contract.
- 3.5. If the termination does not take place in good time, the contractual relationship shall be extended by a further 12 months each time, unless another term of contract has been agreed.
- 3.6. The right of both parties to terminate the contract without notice for good cause remains unaffected.
- 3.7. If the User is in default of payment, in addition to the other contractual and statutory rights that exist, the Provider hereby retains the right to terminate the user account, suspend access to the account, or convert it into a test account (free trial). The User shall be responsible for paying all outstanding amounts.

#### **4. Registration, conclusion of contract, contractual language, information**

- 4.1. The use of FP Sign requires registration on the FP Sign Portal. Registration requires personal contact data to be provided. The User completes the mandatory fields indicated on the website, confirms their agreement with the present GTC and the data protection policy by clicking on the checkbox after reading, and then clicks the Register button. Until the User clicks the Register button, the details provided can be changed or the registration process can be aborted entirely. The details provided must be true. Where the details provided change, the User shall be responsible for updating them. The User may make any changes in their FP Sign customer account.
- 4.2. By submitting the online registration form, the User submits an offer to conclude the FP Sign user agreement. After the order (submission of the registration form) has been placed by the User, the User will receive an automatically generated email with the major contractual data, confirming the receipt of the order by the Provider (confirmation of receipt). Such confirmation of receipt shall not yet constitute acceptance of the contract. The confirmation email will contain a link on which the customer needs to click. Only then will the account be fully set up and the registration complete. The contract will only be concluded upon confirmation of the registration by the Provider. This will take place by means of immediate activation of the fully set-up account. The representation of the services on the FP Sign Portal does not constitute a legally binding offer but an invitation to place an order.
- 4.3. It shall also be possible for the contract to be concluded in text form with the User also in this case submitting the offer to conclude a contract while giving their explicit consent to these GTC and the data protection policy. The contract shall only be concluded when the Provider accepts the offer in text format.
- 4.4. FP Sign can be used immediately after activation. There is no entitlement to register or conclude a contract.
- 4.5. The Provider exclusively concludes contracts with customers who are natural persons only if they have unrestricted legal capacity. The Provider is entitled to determine the age of the User as part of the identity verification process according to Section 0.
- 4.6. Where a natural person consents to these GTC in the name of a legal entity/organisation, this natural person hereby assures and guarantees that they are authorised to consent to these GTC in the name of that legal entity/organisation, and that the latter shall be bound by these GTC.
- 4.7. The User may save or print these GTC at any time by clicking the "Save" or "Print" button on this page. The contract text will not be saved.
- 4.8. The contractual language is German. Where translations into other languages have taken place, only the German version shall be valid in the event of contradictions. This shall also apply to these GTC.

#### **5. FP Sign service**

- 5.1. The FP Sign signature solution utilizes advanced electronic signatures or qualified signatures. To this end, advanced electronic certificates from FP Digital Business Solutions GmbH or personal qualified remote signature certificates from a service provider are used.
- 5.2. FP Sign is an e-signature solution that allows users to sign documents and conclude electronically with various security levels quickly and easily. Customers can choose whether to sign with their own electronic signatures or authorise FP Digital Business Solutions GmbH to sign on their behalf; at the same time, they approve both options for all declarations by contractual partners. The advantage of the e-signature solution is that users who do not have an FP Sign account can also authorise FP Digital Business Solutions GmbH to sign on their behalf. Each contractual partner authorises all contractual partners to use the procedures described in this document and thus to use their own signatures or those of FP Digital Business Solutions GmbH on their behalf.
- 5.3. Digital signatures are achieved by applying/inserting an image of the name of the signatory (signature, lettering of the name etc.) onto/into the PDF document. If the User has not selected an image, an FP Sign logo will be applied/inserted. This image will then be inserted into the document with an advanced or qualified electronic signature (depending on what is required and possible). The correctness and integrity of the document will thus be confirmed.
- 5.4. Furthermore, it will be possible to access a workflow report after conclusion of a workflow. This specifies when each workflow participant digitally signed the document.
- 5.5. The User also has the option, if the tariff permits this, of digitally signing individual documents without a workflow.
- 5.6. The Provider will not at any time become the owner of documents uploaded to a workflow, and is not responsible for storage in compliance with legislation (e.g. long-term archiving). FP Sign is not a document archive. Every user of the FP Sign service is responsible for downloading and appropriately storing all documents and if appropriate the workflow report.

- 5.7. The initiator of the workflow is responsible for ensuring that the correct signature request is selected for the document in the workflow. The Provider shall not be held liable if a wrong signature request has been selected and as a result the digital signatures are not legally compliant.

## 6. Activation

After registration, an FP Sign account will be created for the User. The use of the FP Sign is only possible after the Provider has activated the FP Sign account. Activation takes place as soon

- (a) as the User has successfully executed the activation link in the confirmation email and
- (b) as the User has confirmed in writing that they acknowledge the GTC

## 7. Identity verification

- 7.1. Where User and Provider agree or it is legally required that identity verification must be performed for certain functions (e.g. the Provider signing a document on behalf of the User using their qualified electronic signature), in the case of natural persons (private customers and authorised representatives of legal entities), the Provider shall collect and store first and last names, date of birth, address, email address, personal ID (Post Ident method), telephone/mobile number (optional), fax number (optional) and De-Mail address (optional) of the User.
- 7.2. Where legally required under any existing statutory regulations, identity verification shall otherwise be carried out by means of the Post Ident method, the Video Ident method, or by means of an official ID card containing a photo of the holder and fulfilling the passport and identity card requirements in Germany, in particular on the basis of a passport, identity card or passport or statement of identity recognised or approved in accordance with German or foreign law provisions or documents with equivalent security. The identity of the User can also be checked by means of the electronic proof of identity according to Section 18 of the German Act on Identity Cards (Personalausweisgesetz) or by means of a qualified electronic signature.
- 7.3. In the case of legal entities, partnerships or public bodies, identity shall be verified by checking the authorised person (or representative) as described in point 7.2.
- 7.4. The Provider shall be entitled to conduct identity verification at any time if there is justified doubt regarding the information provided or if statutory regulations require this.
- 7.5. Where electronic signatures of a service provider are used, these service providers collect data separately and perform their own identity verification. A separate account is created with these service providers. This account can be linked with FP Sign in the profile settings.

## 8. Notes, security instructions

- 8.1. The Provider allows the User to access their FP Sign account via a secure login. Registration takes place via email address and password. The password must contain at least 8 characters (including special characters and numbers).
- 8.2. In the event that the User requests an identity confirmation via mobile TAN (two-factor authentication) from the countersigning person/office, specification of the mobile telephone number is mandatory. However, provision of the counter signature document is also possible without this confirmation of identity. The service provider offers transport encryption (TLS) as standard. During transport encryption, the transport path from the client to the server is encrypted.

## 9. Costs and billing

- 9.1. Costs will incur after conclusion of the contract and will be charged to the User.
- 9.2. The fees for the provision and use of the FP Sign signature solution are based on the price list available on the FP Sign Portal, unless contractually otherwise agreed. All prices specified in the price list shall be payable plus any applicable shipping costs, and are aimed at business customers.
- 9.3. The User will receive an electronic invoice (e.g. at the email address specified at registration). Sending an invoice by letter is only possible in exceptional cases. A processing fee will be charged for the preparation and dispatch of such an invoice (see price list). The invoice amounts are usually collected by direct debit. The User shall grant the Provider a corresponding direct debit authorisation. The use of the direct debit system is mandatory for private customers.
- 9.4. The invoices are payable within 2 weeks after receipt of the respective invoice.
- 9.5. Objections to the amount of the invoiced fee must be made in writing or by email/De-Mail within 6 weeks after receipt of the invoice. The timely dispatch of the objections is sufficient to meet the deadline. Failure to submit

objections in good time constitutes approval. The Provider will expressly point this out to the User in each invoice.

- 9.6. If the user account is settled via a service provider, such service provider will be debited with all costs incurred. To this end, all necessary data will be transmitted to your service provider.
- 9.7. For workflow participants that do not have an FP Sign account or access to a qualified remote signature, the service is free of charge.
- 9.8. For workflow participants who have an FP Sign account and an established service provider for the qualified remote signature, costs may be incurred for the use of the qualified remote signature in addition to the monthly basic fee.

## 10 Tariffs

- 10.1. Prices, options and functions depend on the tariff selected and the changes made. The Provider does not guarantee that the contents of a tariff can be used without restriction, because continuous development and adaptation to actual requirements, technical necessities and statutory regulations are required. Where legally and technically possible, however, the User shall be granted a transitional period within the framework of a corresponding notification. In addition, the User will have an extraordinary right of termination upon expiry of the respective provision. The User will be offered a transition to another comparable tariff. If the customer does not exercise its special right of termination and/or does not object before the expiry of the provision, the conversion to the new tariff shall take place. The User will be advised of this separately.
- 10.2. The Provider is entitled to adjust the prices appropriately in the event of changes in the cost factors.
- 10.3 Test tariff (free trial), special offers, other limited offerings
- 10.3.1 If the User registers for a free test account (free trial), a special offer or another type of restricted offer for the use of this service, the User may be presented with additional GTC if appropriate. Where appropriate, these may be integrated into the present GTC and apply in addition; in the event of conflicts with the provisions of the present GTC, the additional GTC shall take priority.
- 10.3.2 The free test account, special offers and other limited offerings may not include all options or functions. These are typically accounts with restricted functions/options.
- 10.3.3 An FP Sign account with a selected test tariff will not automatically be converted into a paid tariff.
- 10.3.4 After completion of the test phase, the User will no longer be able to create and send workflows. The User will, however, retain access to all workflows and thus to the documents. The documents will not be automatically deleted.
- 10.3.5 If the User explicitly terminates their FP Sign test account after the test phase, or requests the deletion of their data, the data will be deleted and access in the meaning of the preceding Section 10.3.4 of these GTC will no longer be possible.

## 11. Duties and obligations of the User

- 11.1. The User must provide all data required for the registration and, if necessary, identity verification completely and truthfully in accordance with these GTC. Changes to the registration data (e.g. change of address, name change) must be reported to the Provider without delay.
- 11.2. The User must ensure that their access data is protected against unauthorised use by third parties.
- 11.3. The User must ensure that their FP Sign account is identified by means of a unique email address. The same applies for all user accounts that are created for a legal entity/organisation. The FP Sign service must never be used by two or more persons that claim to be the User, unless otherwise contractually agreed.
- 11.4. The User must pay for all services contracted via their account, whether these are ordered by the User personally or by an unauthorised third party.
- 11.5. The Provider hereby retains in full the right to claim compensation for any unauthorised use.

## 12. Use restrictions

- 12.1 The Provider provides the FP Sign services "subject to availability".
- 12.2 If you are or become a competitor of FP Sign, you shall not be permitted to access FP Sign services without the explicit, prior written permission of FP Sign, or to use these services; and if you do use them, then only for the purpose permitted in writing.
- 12.3 By using the FP Sign website/services, the User expressly agrees not to perform activities which, at the sole discretion of the Provider
- are harmful, threatening, abusive, harassing, explicitly sexual or pornographic, discriminatory, vulgar, obscene, insulting, hate speech, violent or offensive;

- violate the rights of third parties (including, without limitation, the rights of privacy, copyright, brand, patent, trade secret or other intellectual property or proprietary rights);
- violate federal, state or local laws or regulations;
- misidentify, misrepresent or conceal the association with another person or entity.

Further prohibited activities are:

- accessing or using another user's account without his or her permission;
- distribution of computer viruses or other codes, files or programs that disrupt, destroy or restrict the functionality of computer software or hardware or electronic communications devices;
- "hacking" or accessing another user's confidential records without permission;
- attempting to derive source codes from the website;
- removal, bypass, deactivation or other interferences with security-related features that enforce restrictions on the use of the website;
- all activities (e.g. screen scraping, database scraping, etc.) carried out with the aim of obtaining lists of users or other information;
- selling, renting, lending or otherwise exploiting rights to the website or services.

### 13. Liability for material and statutory defects

- 13.1 The User/Licensee is entitled to warranty claims for defects. Both for consumers and for businesses, the following regulations shall apply here. If the regulations are intended to apply only for consumers or only for businesses, this shall be stipulated specifically in the respective regulation. A consumer is a natural person who submits the order for a purpose that can be attributed neither to their commercial nor to their independent professional activity.
- 13.2 The software provided by the Provider/Licensor corresponds in its essentials to the product description. There shall be no entitlement to claim for defects in the event of insignificant deviations from the agreed or assumed quality or where there is only minor impairment of fitness for purpose. Product descriptions shall not constitute a guarantee unless this is separately agreed in writing. Technical data, specifications and performance details in public statements, particularly in advertising, shall not constitute quality stipulations. The functionality of the software shall be based on the description in the user documentation and the agreements concluded as supplements to this.
- 13.3 In the case of updates, upgrades and new version deliveries, claims for defects with regard to the innovations introduced by the update, upgrade or new version delivery shall be limited to claims available under the previous version.
- 13.4 ***For the User/Licensee who is a consumer, the first point of reference shall be the statutory warranty regulations, i.e. the User/Licensee who is a consumer shall initially be entitled to demand supplementary performance, i.e. free choice of new delivery or remediation of the defect. Where further statutory criteria are met, the same shall be entitled to reduce the purchase price or withdraw from the contract. The entitlement to claim for defects of the same shall expire two years after the time of delivery.***
- 13.5 For the User/Licensee who is not a consumer, the following restrictions shall apply regarding point 13.4: If the User/Licensee requires supplementary performance due to a defect, the Provider/Licensor shall be entitled to choose between repair or delivery of defect-free software. If the User/Licensee who is not a consumer grants the Licensor an additional reasonable period of grace, after an initially granted period has lapsed without success, and this second period of grace also passes without result, or if a reasonable number of attempts for subsequent improvement, replacement or compensation has failed, the User/Licensee shall be entitled, at its own discretion and according to the statutory provisions, to withdraw from the contract or demand a reduction in price and seek compensation for losses or expenses. Warranty claims shall be limited to 12 months for Users/Licensees who are not consumers, except in cases of intent.
- 13.6 The warranty claim entitlement begins with the provision of the licensed software. In the case of the delivery of updates, upgrades and new versions, the warranty claim entitlement for these parts shall likewise begin with the provision each.
- 13.7 Subsequent performance may also be effected by the delivery or installation of a new program version or a workaround. If the defect does not impair the functionality or if the impairment is only minor, the Provider/Licensor shall be entitled to exclude all further defect claims and remedy the defect by delivering a new version or an update within the framework of its version/update/upgrade planning.
- 13.8 Defects shall be reported in writing by means of a clear description of the defect symptoms and, as far as possible, by providing written records, hard copies, or other documents illustrating the defects. Defect reports should make it possible for the error to be reproduced. The statutory duties of the User/Licensee to investigate and reprimand remain unaffected.
- 13.9 ***Compensation claims for defects shall be subject to the conditions stipulated in point 14 – in addition to the statutory requirements.***

- 13.10 If the defect is attributable to the defectiveness of the product of a supplier, and if that supplier does not act as a vicarious agent of the Provider/Licensors, but the Provider/Licensors merely provides the User/Licensee with a third-party product, then the defect claims of the Licensee shall initially be limited to the assignment of the damage claims of the Provider/Licensors against its supplier. This shall not apply if the defect is due to improper handling of the supplier's product for which the User/Licensee is responsible. If the User/Licensee is unable to assert its claims against the supplier out of court, the subsidiary liability of the Provider/Licensors shall remain unaffected.
- 13.11 Alterations or extensions of the services or the delivered goods that are undertaken by the User/Licensee or any third party shall cause the damage claims of the User/Licensee to lapse, unless the User/Licensee proves that the change or extension is not the cause of the defect. The Provider/Licensors shall also not be liable for defects resulting from improper operation, operating conditions or the use of unsuitable equipment by the User/Licensee.
- 13.12 The Provider/Licensors shall be entitled to refuse subsequent performance until the User/Licensee has paid the agreed remuneration to the Provider/Licensors, minus an amount that corresponds to the economic significance of the defect.
- 13.13 Insofar as updates, upgrades, new program versions or other purchased items or work services are delivered or provided to the User/Licensee within the framework of these GTC, the claims for defects regarding the updates contained therein that do not constitute a mere remedy of defects shall be determined in accordance with the Sections 13.1 to 13.11
- 13.14 The software delivered and/or provided by the Provider/Licensors shall be free of third-party rights that would prohibit their contractual use. This shall not apply to customary retentions of title.
- 13.15 If third parties are entitled to such rights and assert their rights, the Provider/Licensors shall do everything in its power and at its own expense to defend the software against any third-party rights asserted. The User/Licensee shall immediately notify the Provider/Licensors in writing of the assertion of such third-party rights and shall grant the Provider/Licensors all powers of attorney and all authorisations that are necessary to defend the software against the third-party rights asserted.
- 13.16 Where defects of title exist, the Provider/Licensors shall be entitled at its discretion to either take lawful measures to eliminate the rights of third parties, or the assertion of the same, where these adversely affect the contractual use of the software, or to modify or replace the software in such a way that it no longer infringes the rights of third parties, if and insofar as this does not significantly impair the required functionality of the software.
- 13.17 The Provider/Licensors shall be obliged to reimburse the User/Licensee for the repayable costs incurred by the legal action.
- 13.18 If the elimination of the third-party rights fails within an appropriate grace period stipulated by the User/Licensee in written form, the User/Licensee shall be entitled at its discretion and in accordance with the statutory conditions to withdraw from the contract or seek reduction and compensation.

#### **14. Other liability of the Provider**

- 14.1 The User makes use of the FP Sign services at its own risk.
- 14.2 Insofar as the Provider provides telecommunications services to the public in the meaning of the German Telecommunications Act (TKG), the Provider shall only be liable for financial losses in accordance with the statutory liability limit of Section 44a of the German Telecommunications Act (TKG) up to an amount of 12,500 euros per User and up to an amount of 1 million euros per loss event for all injured parties. If the claims of all the injured parties exceed the upper limit in a single loss event, the claims of the individual parties shall be reduced in proportion to the total loss and the maximum limit. This limitation of liability shall not apply if the loss was caused intentionally or through gross negligence by the Provider, its vicarious agents and/or legal representatives. It shall be possible for other maximum liability limits to be agreed with companies. If such limits are agreed, such provisions shall take priority over the provisions of these GTC.
- 14.3 If no telecommunications services are provided to the public in the meaning of the German Telecommunications Act (TKG), the Provider shall be liable according to the statutory provisions in the event of intent or gross negligence for any damage attributable thereto.
- 14.4 If the Provider violates a material contractual duty due to simple negligence, i.e. an obligation the fulfilment of which is essential for the proper performance of the contract and on whose observance the contract partner regularly trusts and can rely, which is not connected with the provision of telecommunication services to the public within the meaning of the German Telecommunications Act (TKG), the liability for any resulting property damage and financial losses is limited to the foreseeable damage typical to this type of contract. Any liability of the Provider in the event of ordinary negligence shall otherwise be excluded.
- 14.5 The exclusion of liability or limitation of liability in the event of ordinary negligence according to Section 14.3 shall not apply where ordinary negligence has resulted in injury to life, limb or health. The Provider shall then be liable under the statutory provisions. If a loss has been caused by vicarious agents and/or legal representatives of the Provider, this provision shall apply accordingly.

- 14.6 The Provider shall be liable for losses due to the absence of guaranteed properties up to the amount that was covered by the purpose of the guarantee and which was foreseeable by the Provider at the time it provided such guarantees.
- 14.7 The Provider shall be liable for the loss of data only up to the amount that would have been incurred for the recovery of the data where proper and regular backups had been performed.
- 14.8 The Provider shall be liable for product liability losses in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz).
- 14.9 The Provider shall not be liable for any losses resulting from downtime and delays caused by unforeseeable events for which the Provider, its legal representatives or agents are not responsible, such as in particular force majeure, e.g. labour disputes, riots and armed or terrorist conflicts.
- 14.10 More extensive liability on the part of the Provider is excluded.

#### **15. Notice on data protection**

The Provider shall store data required for the conclusion of the contract and order processing, in particular within the framework of the identity verification process (see point 7.1), and in particular the email address and possibly also mobile telephone number (mobile TAN procedure). The Provider shall be permitted to process and use this data where this is necessary for the conclusion of the contract and the provision of the services. There shall be no collection or processing of location data for the purposes of geolocation. The applicable regulations on data protection shall otherwise be defined by the respectively applicable version of the [data protection policy](#), accessible under the "Data protection" button. Information regarding any data collection or data processing procedures shall otherwise be provided by the Provider by means of separate statements.

#### **16. Right of revocation**

- 16.1 If you are a consumer (i.e. a natural person who submits the order for a purpose that can be attributed neither to your commercial nor to your independent professional activity), you shall have a right of revocation as defined in the statutory provisions.
- 16.2 The right of revocation shall otherwise be subject to the provisions individually listed in the following

## Revocation policy

### Right of revocation

You have the right to revoke this contract within fourteen days without specifying a reason.

The revocation period is fourteen days from the day on which the contract is concluded.

In order to exercise your right of revocation, you must inform us FP Digital Business Solutions GmbH, Trebuser Str. 47, Haus 1, 15517 Fürstenwalde, Email: [support@fp-sign.com](mailto:support@fp-sign.com), De-Mail: [support@mentana.de-mail.de](mailto:support@mentana.de-mail.de), Telephone: 01806-Signatur (74462887) Fax: 030/220660737 of your decision to revoke this contract by means of a clear statement (e.g. postal letter, fax or email). You can use the sample revocation form for this, however this is not mandatory.

To comply with the revocation period, it is sufficient for you to send the notification of the exercise of your right of revocation before the expiry of the revocation period.

### Consequences of the revocation

If you revoke this contract, we are required to repay to you all payments that we have received from you, including the delivery costs (with the exception of the additional cost that result from you selecting another form of delivery than the most favourable standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we received the message from you regarding your revocation. For this repayment, we shall use the same means of payment that you used during the original transaction, unless an alternative has been explicitly agreed with you; under no circumstances shall you be charged fees for this repayment.

### - End of the revocation policy-

16.3 In the case of a contract for the delivery or provision of digital content not stored on a physical data storage medium, the right of revocation shall also expire at the time the Provider has commenced execution of the contract, after the User has explicitly agreed to the Provider commencing execution of the contract before the expiry of the revocation period, **and provided that the User has confirmed their** awareness that giving this agreement will result in the commencement of execution of the contract and the loss of the right of revocation. In such a case, the User shall only lose their right of revocation if the User has exercised a choice to either commence fulfilment of the contract before expiry of the right of revocation or wait for the expiry of the right of revocation.

16.4 Using the sample revocation form, the Provider provides information in accordance with the statutory requirements as follows:

#### Sample revocation form

(If you wish to revoke the contract, please complete this form and send it back to us.)

— To [here the business owner should insert the name, address, and where appropriate the fax number and email address of the business owner]:

— I/We (\*) hereby revoke the contract concluded by myself/ourselves (\*) regarding the purchase of the following goods (\*)/ the provision of the following service (\*)

— Ordered on (\*)/received on (\*)

— Name of the consumer(s)

— Address of the consumer(s)

— Signature of the consumer(s) (only for messages on paper)

— Date

(\*) Delete as appropriate



## 17. Final provisions

- 17.1 If individual provisions of these General Terms and Conditions are found to be or become invalid or unenforceable, wholly or in part, or become invalid or unenforceable as a result of changes in the legislation after the conclusion of the contract, the remaining provisions shall remain unaffected.
- 17.2 The invalid or unenforceable provisions shall be replaced by valid and enforceable provisions that come as close as possible to the meaning and purpose of the invalid provision. If these General Terms and Conditions are found to be incomplete, such provisions shall be deemed agreed which correspond to the meaning and the purpose of the General Terms and Conditions and of the respective contract concluded between the User and the Provider.
- 17.3 In the event of disputes with the Provider regarding the fulfilment of obligations stipulated in Sections 43a, 45 to 46 Para. 2 and Section 84 of the German Telecommunications Act (TKG), the User shall be entitled to apply to the German Federal Network Agency (Bundesnetzagentur) for arbitration proceedings.
- 17.4 According to Section 36 Para. 1 of the Consumer Dispute Settlement Act (Verbraucherstreitbeilegungsgesetz), we hereby state that we will not participate in arbitration proceedings before a consumer arbitration board.
- 17.5 Where the User is a businessperson, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be the registered office of the Provider.
- 17.6 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).