

Terms and Conditions for Digistore24 Buyers

Section 1 Scope

1. These General Terms and Conditions for Digistore24 Buyers (hereinafter referred to as “T&Cs”) apply to the free use of the www.digistore24.com online platform (hereinafter referred to as “online platform”) as well as to all contracts concluded between Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, Germany (hereinafter referred to as “we” or “Digistore24”) and you as our customer (hereinafter referred to as “customer” or “buyer”).
2. For the foregoing purposes, our offers are addressed to both entrepreneurs within the meaning of section 14 German Civil Code (“BGB”) (hereinafter referred to as “entrepreneurs”) and consumers within the meaning of section 13 BGB (hereinafter referred to as “consumers”) and likewise apply to all future business relationships even if our T&Cs are not expressly agreed again.
3. As defined in section 13 BGB, a consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside his/her trade or independent business or profession.
4. As defined in section 14 BGB, an entrepreneur is any natural or legal person or a partnership having legal capacity who or which, when entering into a legal transaction, acts within the scope of his/her or its trade or independent business or profession.

Section 2 Subject of Performance

1. Digistore24 shall provide all services described below exclusively on the basis of these terms and conditions (T&Cs). Deviating terms and conditions of the customer shall not become part of the contract even if Digistore24 does not expressly object to their validity.
2. The customer has the possibility of purchasing different products via the online platform. These may be new or used goods, digital content, services or other performances. Furthermore, Digistore24 offers the conclusion of subscriptions, which may relate to the purchase of products or the provision of services. We sell products and services of merchants and service providers (hereinafter referred to as “contractual partners”) in our own name and for our own account. These contractual partners have committed themselves to us to directly provide services to the customer should a contract be concluded between us and the customer. The delivery of the product or the provision of the service is thus carried out through our contractual

partners (whose logo appears in the order process), who act as our vicarious agents. This also applies to all types of services, including memberships.

3. Our contractual partners are entitled to maintain supplementary product-specific terms of use, if applicable. These may be supplementary license agreements, warranty agreements or product-specific agreements. These shall then apply between the customer and our vicarious agents.

Section 3 Conclusion of Contract

1. The placement of the respective product in the online store shall not constitute a binding offer to conclude a contract with the customer by Digistore24. In order to purchase products in Digistore24's online store, the customer may place the selected products in the shopping cart and then enter the order data in the order mask provided. After selecting the shipping method and the desired payment method, as well as accepting these T&Cs, the customer sends their binding offer by clicking on the "Buy now" button. After this order process, the customer shall receive an email from Digistore24 to confirm the order. This order confirmation constitutes the acceptance of the offer sent by the customer to Digistore24. Until the "Buy" button is pressed, the customer may change or delete their details in the order form at any time.
2. Digistore24 saves the contract text of the order and the customer can print it before sending their order to us by clicking on "Print" in the last step of the order.
3. We also send the customer an order confirmation with all order data to the email address provided by the customer.
4. With the order confirmation, the customer receives an invoice for the purchased service. The customer agrees that this invoice shall only be sent electronically.
5. The customer can access further information on data protection at any time at www.digistore24.com/page/privacy.
6. Digistore24 is entitled to reject contract offers without stating the reasons.
7. If the customer is an entrepreneur, offers made by Digistore24 shall be subject to change and are therefore non-binding.
8. The contract language shall be exclusively German.

Section 4 Software

1. In the event that a product subject to delivery is or contains software, such software is delivered in accordance with the respective license terms.
2. Such software may only be duplicated, adapted, translated, made available, distributed, modified, disassembled, decompiled, re-translated or combined with other software to the extent expressly permitted by the license terms or applicable law, including without limitation section 69d (2) and (3) and section 69e of the Germany Copyright Act.
3. The buyer is required to indemnify and hold Digistore24 harmless in relation to all obligations and costs resulting from the infringement of third-party property rights by the

buyer.

Section 5 Prices

1. The prices at the time of the order shall apply. All prices are stated in EUR and include VAT.
2. Shipping costs are not included in this price and shall be displayed separately in the order process.
3. The total amount to be paid including shipping costs shall be due immediately.
4. If the customer is an entrepreneur, the prices do not include packaging, freight, postage, shipping costs and insurance. Insofar as our purchase prices, transport costs, business-related taxes or other costs affecting the individual price change unforeseeably for us between the conclusion of the contract and the agreed delivery date - in the case of a non-trading transaction only if this period is more than 4 months - each of the contracting parties may demand a corresponding price adjustment.

Section 6 Terms of payment / Default / Cancellation

1. Digistore24 offers different payment methods to its customers. These include PayPal, credit card payment with a Mastercard or Visa card, direct debit, Sofortüberweisung or bank transfer.
2. If the customer purchases a product in connection with a subscription ("subscription product") or a product/service that includes partial payments via the Digistore24 order form, the customer grants us a direct debit authorization for the individual recurring partial payments. The payment amounts depend on the purchased product. The prices and the agreed payment period are always clearly stated on our order form. This direct debit authorization is valid in this case for the respective payment method used.
3. In the event of revocation of the contract declaration by the customer pursuant to section 7 or in the event of termination of the contract for other reasons, we shall refund the monies already paid. To make this repayment, we shall use the same means of payment that was used in the original transaction. In the case of issuing a SEPA mandate, simultaneous chargeback by the customer is not necessary. For the purpose of verifying the identity of the account holder, we are entitled to request proof, such as a copy of an official document showing the current address. If the customer does not repay the amount wrongfully received after a chargeback and simultaneous repayment by us has nevertheless been initiated and after we have set a reasonable deadline, we shall be entitled to demand information from the account-holding bank of the purchaser about the personal data belonging to the account holder in order to enforce our claims under civil law. In addition, we reserve the right to file criminal charges in this case.
4. We shall be entitled to demand the submission of copies of official documents for identity and plausibility checks.
5. If the customer defaults on an installment payment, we shall be entitled to terminate the

agreed installment payment plan and make the entire remaining payment due immediately.

6. If the customer has purchased a product in connection with a subscription and defaults on the monthly subscription payment, we shall be entitled to terminate the respective contract without notice. In this case, the customer shall owe compensation amounting to the profit lost by us less expenses saved, taking into account the early termination. The damages to be determined from this shall amount to 80% of the agreed monthly payment from the time of termination until the end of the agreed subscription. The customer shall be at liberty to prove that we have incurred no or less damage.
7. If the customer is in default with one or more outstanding payments, Digistore24 shall be entitled to assign the claim to a third party or to commission a third party with collecting the amount. Claims asserted by Creditreform Essen Stenmans & Waterkamp KG, Hohenzollernstr. 40, D-45128 Essen on our behalf may still be settled by payment to Digistore24, upon which the debt shall be discharged.
8. Any claims arising from default going beyond clauses 5 to 7 shall remain unaffected.
9. The Customer shall receive an invoice for the purchased product from Digistore24. The Customer should carefully check the information supplied on the invoice. Corrections of an invoice shall only be considered in exceptional and justified cases. If the Customer requests a correction of the invoice based on errors for which Digistore24 is not responsible, a correction and the associated alteration of the invoice shall only be made if
 - a. the request for correcting the invoice is received by Digistore24 from the Customer within 60 days after conclusion of the contract and,
 - b. it concerns the correction of the recipient's name, street and house number or VAT ID, which the Customer accidentally entered incorrectly when placing the order.Digistore24 shall be entitled to charge the Customer for any additional costs incurred as a result of a requested correction, unless the invoice incorrecion is caused by an error on Digistore24's part.
10. If the contractual relationship between Digistore24 and the fulfilling contractual partner ends during the term of the contract, Digistore24 shall be entitled to terminate the contract with a notice period of two weeks. In this case, Digistore24 shall agree to transfer the contractual relationship to another contractual partner.
11. If the contract is transferred to another contractual partner after termination in accordance with point 10, all mutual claims of the parties shall expire. This shall not apply insofar as the customer is in default with a payment from the period prior to the end of the contractual relationship between Digistore24 and the fulfilling contractual partner.



Section 7 Consumers' Right of Revocation

Notice of right of withdrawal for supply of goods

Consumers are entitled to the following right of withdrawal when acting as buyer:

You have the right to withdraw from this contract within 14 days without stating any reasons. The withdrawal period amounts to 14 days from the date on which you, or a third party you have nominated and who is not the carrier, took possession of the goods. In the case of a contract for multiple products that you ordered as part of a single order but that were delivered separately, the period commences the day on which you, or a third party you have nominated and who is not the carrier, took possession of the item delivered last.

In order to exercise your right of withdrawal, you must inform us (Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, Germany, fax: +49 (5121) 9289223 , email: helpdesk@digistore24.com) of your decision to withdraw from this contract by means of a clear declaration (e.g. in a letter sent by mail, fax or email). You may use the attached sample withdrawal form, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient to send the notification stating that you wish to exercise the right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we must reimburse all payments which we have received from you, including delivery costs (except for additional costs resulting from choosing a type of delivery other than the most favorable standard delivery offered by us), without delay and no later than fourteen days from the date of receipt of your notice of withdrawal from this contract. For this refund, we will use the same means of payment which you used for the original transaction unless otherwise expressly agreed with you; we will not charge you any fees for this refund in any case.

We may refuse to issue a refund until we have received the goods or until you have provided proof that you have returned the goods – whichever occurs earlier.

The goods need to be sent back to us immediately, in any case within 14 days after you have informed us about the withdrawal of the contract. The deadline is secured if you ship the goods within those 14 days. You will bear the direct costs of return of goods.

You must pay for any deterioration of the goods only if such deterioration was caused by handling them beyond what was necessary for examining the quality, features, and functioning of the goods.

Note:

There is no right of withdrawal (i) in the case of distance contracts for the supply of goods that are not prefabricated and for which individual selection or specification by the consumer is decisive for their production or that are clearly tailored to the personal needs of the consumer, (ii) for the supply of magazines, newspapers, or journals with the exception of subscription contracts, (iii) for distance contracts for the supply of sealed goods which are not suitable for return owing to health protection or hygiene reasons and were unsealed after delivery, (iv) for distance contracts for the supply of goods which, according to their nature, were inseparably mixed with other goods after delivery, (v) for distance contracts for the supply of audio or video recordings or computer software in sealed packaging which were unsealed after delivery.

Notice of right of withdrawal for supply of digital contents

Consumers are entitled to the following right of withdrawal when acting as buyer:

You have the right to withdraw from this contract within 14 days without stating any reasons. The period amounts to fourteen days from the date of conclusion of the contract. In order to exercise your right of withdrawal, you must inform us (Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, Germany, fax: +49 (5121) 9289223 , email: helpdesk@digistore24.com) of your decision to withdraw from this contract by means of a clear declaration (e.g. in a letter sent by mail, fax or email). You may use the attached sample withdrawal form, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient to send the notification stating that you wish to exercise the right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we must reimburse all payments which we have received from you, including delivery costs (except for additional costs resulting from choosing a type of delivery other than the most favorable standard delivery offered by us), without delay and no later than fourteen days from the date of receipt of your notice of withdrawal from this contract. For this refund, we will use the same means of payment which you used for the original transaction unless otherwise expressly agreed with you; we will not charge you any fees for this refund in any case.

Notice of right of withdrawal for the provision of services

Consumers are entitled to the following right of withdrawal when acting as buyer:

You have the right to withdraw from this contract within 14 days without stating any reasons. The period amounts to fourteen days from the date of conclusion of the contract. In order to exercise your right of withdrawal, you must inform us (Digistore24 GmbH, St.-Godehard-Straße

32, 31139 Hildesheim, Germany, fax: +49 (5121) 9289223 , email: helpdesk@digistore24.com) of your decision to withdraw from this contract by means of a clear declaration (e.g. in a letter sent by mail, fax or email). You may use the attached sample withdrawal form, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient to send the notification stating that you wish to exercise the right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we must reimburse all payments which we have received from you, including delivery costs (except for additional costs resulting from choosing a type of delivery other than the most favorable standard delivery offered by us), without delay and no later than fourteen days from the date of receipt of your notice of withdrawal from this contract. For this refund, we will use the same means of payment which you used for the original transaction unless otherwise expressly agreed with you; we will not charge you any fees for this refund in any case.

If you have requested the services to start during the withdrawal period, you must pay us a reasonable amount corresponding to the portion of services already performed until the date on which you notified us about the assertion of the right of withdrawal as compared to the full scope of services provided in the contract.

Notice of right of withdrawal for contracts providing for partial or installment payments

Buyers who are consumers and have concluded installment payment agreements with us are entitled to the following right of withdrawal:

Right of withdrawal

You can withdraw from your contract within 14 days without stating any reasons. The period begins after conclusion of the contract, but only after you have received all mandatory information in accordance with section 492 (2) German Civil Code (BGB) (e.g. information on the type of loan, information on the net loan amount, information on the contract term). You have received all mandatory information if the information is contained in your copy of the application, or in your copy of the contract document, or in a copy of your application or copy of the contract intended for your use, and the respective document has been provided to you. You may also be informed subsequently of mandatory information that was not included in the text of the contract by means of a durable medium; in such cases, the withdrawal period is one month. You must be informed of the start of the withdrawal period again when mandatory information is provided to you subsequently. Sending notice of withdrawal on a durable medium (e.g. letter, fax or email) in a timely manner is sufficient to comply with the withdrawal deadline. Notice of withdrawal must be sent to Digistore24 GmbH (Digistore24 GmbH,

St.-Godehard-Straße 32, 31139 Hildesheim, Germany, fax: +49 (5121) 9289223 , email: helpdesk@digistore24.com)

Special considerations in the case of other contracts

If you are entitled to a right of withdrawal with respect to the purchase of goods, the delivery of digital content or the provision of services, you shall no longer be bound by this loan agreement once you have effectively canceled the specified transaction.

Consequences of withdrawal

If you withdraw from this contract, we must reimburse all payments which we have received from you, including delivery costs (except for additional costs resulting from choosing a type of delivery other than the most favorable standard delivery offered by us), without delay and no later than fourteen days from the date of receipt of your notice of withdrawal from this contract. For this refund, we will use the same means of payment which you used for the original transaction unless otherwise expressly agreed with you; we will not charge you any fees for this refund in any case.

You must send or hand over the goods to us without delay and, in any case, no later than fourteen days from the day on which you give us notice of withdrawal of this agreement. The period is deemed to have been complied with if you submit the goods before the period of fourteen days has expired.

You will bear the direct costs of return of goods.

You must pay for any deterioration of the goods only if such deterioration was caused by handling them beyond what was necessary for examining the quality, features, and functioning of the goods.

If you have requested the services to start during the withdrawal period, you must pay us a reasonable amount corresponding to the portion of services already performed until the date on which you notified us about the assertion of the right of withdrawal as compared to the full scope of services provided in the contract.

You are obliged to pay compensation for the value of digital content delivered prior to withdrawal if you have expressly agreed that delivery of the digital content should begin before the end of the withdrawal period.

End of the notice of the right of withdrawal

Non-existence of a right of withdrawal

The rights of withdrawal mentioned in this policy are exclusively available to consumers. However, a possible right of withdrawal does not arise for consumers in accordance with section 312 (2) of the German Civil Code, even if one of the following types of contract exists:

1. Contracts relating to the supply of goods that are not prefabricated and for whose production an individual selection or specification by the consumer is essential or which have been clearly tailored to the personal needs of the consumer.
2. Contracts relating to the supply of goods that can perish quickly or whose expiration date would be quickly exceeded.
3. Contracts relating to the delivery of sealed goods that are not suitable for refund due to reasons of health protection or hygiene where the seal has been removed after delivery.
4. Contracts relating to the delivery of goods if these have been inseparably mixed with other goods due to their nature after delivery.
5. Contracts relating to the supply of alcoholic beverages, the price of which was agreed upon at the time the contract was concluded, but which can be supplied at the earliest 30 days after the contract was concluded and the current value of which depends on fluctuations in the market, over which the entrepreneur has no control.
6. Contracts relating to the delivery of sound or video recordings or computer software in a sealed package where the seal has been removed after delivery.
7. Contracts relating to the supply of newspapers, periodicals, or magazines except for subscription contracts.
8. Contracts relating to the supply of goods or the provision of services, including financial services, the price of which depends on fluctuations in the financial market, over which the entrepreneur has no control, and which may occur within the withdrawal period. In particular, this applies to services relating to shares, units in open-ended investment funds pursuant to section 1 (4) of the German Capital Investment Code and to other tradable securities, foreign exchange, derivatives or money market instruments.
9. Contracts relating to the provision of services in the areas of accommodation for purposes other than residential, transportation of goods, motor vehicle rental, supply of food and beverages, as well as for the provision of other services related to recreational activities, if the contract provides for a specific date or period for the provision.

10. Contracts concluded under a form of marketing in which the entrepreneur offers goods or services to consumers who are present in person or to whom this opportunity is granted, in a transparent procedure conducted by the auctioneer and based on competitive bids, in which the winning bidder is obliged to purchase the goods or services (public auction).
11. Contracts in which the consumer has expressly requested the entrepreneur to visit them in order to carry out urgent repair or maintenance work; this does not apply to other services provided during the visit which the consumer has not expressly requested, or with regard to such goods supplied during the visit which are not necessarily required as spare parts during the maintenance or repair.
12. Contracts relating to the provision of betting and lottery services, unless the consumer made their contractual declaration by telephone, or the contract was concluded away from business premises.
13. Contracts that have been notarized; this applies to distance contracts for financial services only if the notary confirms that the consumer's rights under Section 312d (2) of the German Civil Code have been preserved.

Sample withdrawal form

(If you wish to withdraw from this contract, please complete and submit this form.)

–To Digistore24 GmbH (Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, Germany, Fax: +49 (5121) 9289223, email: helpdesk@digistore24.com)

–I/We (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (+)/the rendering of the following services (*)

–Ordered on (*)/Received on (*)

–Name of the consumer:

–Address of the consumer:

–Signature of the consumer (only if notice of withdrawal on paper) Date

–(*) Delete as appropriate.

Section 8 Delivery and Delivery Time

1. Shipment shall be made within 10 days after we receive payment on our account.
2. Partial deliveries are permissible and can be invoiced independently, insofar as this is reasonable for the buyer and they have an objective interest in a partial delivery.
3. If Digistore24 falls behind, the customer may withdraw from the contract only after the fruitless expiry of a reasonable grace period set in writing, lasting at least 14 days, insofar as the product has not been notified as ready for shipment by that time. In the event of a partial delay or partial impossibility, the buyer may only withdraw from the entire contract or claim damages for non-performance of the entire obligation if the partial performance of the contract is of no interest to them.

Section 9 Transfer of Risk

1. If the customer is a consumer, the statutory provisions for the transfer of risk shall apply.
2. If the customer is an entrepreneur, the risk shall pass to the customer as soon as the shipment has been handed over to the shipping agent, who is carefully selected by Digistore24 or has left the warehouse or a subcontractor's warehouse for the purpose of shipment. If the shipment is delayed at the request of the buyer, the risk shall pass to the buyer upon notification of readiness for shipment. The same shall apply in the event of the assertion of the rights of retention.

Section 10 Retention of Title

1. The goods remain the property of Digistore24 until the purchase price has been paid in full.
2. Prior to the transfer of ownership, the following are prohibited without the consent of Digistore24: pledge, transfer of a security interest, processing or modification.
3. Provided the buyer is an entrepreneur, the buyer may resell goods that are subject to retention of title in the ordinary course of business. However, the buyer is only permitted to resell the goods to end consumers. The resale of the goods to resellers is expressly prohibited. The buyer hereby immediately assigns to us in full all claims related to goods that are subject to retention of title by virtue of sale or on other legal grounds (insurance, unlawful act), including all current account balance claims, for purposes of security. We grant the buyer the revocable right to collect in their own name the accounts receivable assigned to us. This authorization to collect may only be revoked if the buyer is in default of payment. In such cases, the buyer is obliged to inform us of the name, address and the amount of the receivable for all persons to

whom the buyer has sold goods subject to retention of title. Pledges or transfer of ownership by way of security are prohibited. We will not disclose the assignment provided the buyer is not in default of payment. In the event a third party asserts a claim against the goods subject to retention of title, in particular in the event of confiscation, the buyer shall provide notice of our ownership interest and notify us without delay so that we can assert our property rights. The buyer is liable in the event that any such third party is not able to reimburse us for any judicial or extrajudicial costs incurred in this connection. In the event the buyer acts in a manner that is contrary to the terms of the contract – including delay in payment, cessation of payment, application for insolvency, we are entitled to seize the goods subject to retention of title, or, if applicable, demand the assignment of the buyer's claims for return of the goods from third parties.

4. If the buyer is an entrepreneur, seizing or attaching the goods subject to retention of title does not represent a revocation of the contract on our part.

Section 11 Warranty

1. The statutory warranty rights shall apply to all contracts between Digistore24 and the customer.
2. If the contract was concluded for a used item, the warranty rights for defects shall expire within one year, starting from the day the goods were delivered.
3. The reduction of the warranty period to one year shall not apply if the obligation to pay compensation is based on bodily injury or damage to health due to a defect for which we are responsible or due to willful conduct or gross negligence on the part of Digistore24 or our vicarious agents. Notwithstanding the foregoing, we shall be liable under the Product Liability Act.
4. If the buyer is an entrepreneur, the following statements shall also apply: the buyer shall notify Digistore24 of all identifiable defects upon receipt of the goods, but no later than within 5 working days. Hidden defects that cannot be found even after immediate inspection may only be asserted against Digistore24 if the complaint is received by us within 6 months after the goods have left the supply plant. In the event of justified complaints, Digistore24 GmbH shall be obligated to either repair or replace the goods at its sole discretion. If the buyer does not give us the opportunity to become convinced of the defect, in particular if the buyer does not immediately provide the rejected goods or samples thereof upon request, all warranty claims shall become null and void. Complaints about partial deliveries do not entitle the customer to reject the remaining delivery. These T&Cs shall also apply to the delivery of goods other than those specified in the contract.
5. Any warranty claims for entrepreneurs are excluded for deliveries of used goods.

Section 12 Limitation of Liability

1. Digistore24 shall endeavor to ensure that the website is available without interruptions and that the transmissions are error-free. However, this cannot be guaranteed at all times. Furthermore, access to the online platform may occasionally be interrupted or restricted to allow for repairs, maintenance or the introduction of new facilities. Digistore24 shall endeavor to limit the duration and frequency of such a temporary interruption.
2. Digistore24 shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.
3. In cases of slight negligence, Digistore24 shall only be liable in the event of a breach of a material contractual obligation and only for the amount of the damage typical for the contract. An essential contractual obligation within the meaning of this clause is an obligation, the fulfilment of which makes the execution of the contract possible in the first place and on the fulfilment of which the contractual partner may therefore regularly rely.
4. The limitations of liability shall apply accordingly in favor of Digistore24's employees, agents and vicarious agents.
5. Any further liability of Digistore24 shall be excluded.

Section 13 Online Dispute Resolution

1. The European Commission has made an online dispute resolution available ("ODR"). The buyer may access the platform at <http://ec.europa.eu/consumers/odr>.

Section 14 Credit agencies (e.g. SCHUFA/Boniversum)

Digistore24 shall be entitled to obtain information about the customer from credit agencies for the purpose of credit assessment and protection against bad debts. In addition, Digistore24 shall be entitled, to the extent necessary in connection with the execution of the contract and with the customer's consent, to obtain general banking information from the customer's account-holding bank for the purpose of credit assessment. Subject to the customer's consent, Digistore24 shall transmit data regarding the order, commencement and termination of the contract to credit agencies and obtain information about the customer from them. Data shall be transmitted and stored within the framework of the provisions of data protection law and only to the extent necessary to protect the legitimate interests of Digistore24, a contractual partner of the credit agency or the general public and to the extent that the customer's interests worthy of protection are not impaired. Notwithstanding the foregoing, Digistore24 may also provide the credit agency with data on any non-contractual conduct (e.g. termination due to default of payment, enforcement measures). In accordance with the German Federal Data Protection Act and GDPR, these reports shall only be made to the extent that this is permissible after weighing up all the interests concerned. Within the scope of the consent granted by the customer, the credit agency shall store and transmit data to the affiliated credit institutions, credit card companies, leasing companies, retail companies including mail order

companies and other companies that commercially provide money or goods credits to consumers or offer telecommunication services in order to provide them with information for assessing the creditworthiness of customers. Address data may be transmitted to companies that are contractually affiliated with the credit agency (e.g. SCHUFA/ Boniversum) for the purpose of determining debtors. SCHUFA only transmits objective data without indicating the creditor; subjective value judgments, personal income and financial circumstances are not included in SCHUFA report. Credit agencies only provide data if a justified interest in the data transfer has been credibly demonstrated in the specific case. When providing information, the credit agency may also provide its contractual partners with a probability value calculated from its database to assess the credit risk (score procedure).

Section 15 Place of Performance, Place of Jurisdiction, Applicable Law, Set-Off and Assignment

1. Place of performance for all claims arising from the contractual relationship shall be Hildesheim, if the customer is an entrepreneur.
2. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Hildesheim, provided that the customer is a merchant or has no general place of jurisdiction in Germany or in another EU member state, has moved their permanent place of residence abroad after these terms of use have come into effect or their place of residence or usual place of abode is unknown at the time the action is brought.
3. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has their habitual residence.
4. The customer may only offset counterclaims if these counterclaims are undisputed or have been legally established. This shall not apply insofar as claims of a consumer arising from or in connection with the assertion of their statutory right of revocation are affected by this. A right of retention can only be asserted with regard to claims arising from the same contractual relationship.