



General Terms and Conditions of com&on GmbH

1. scope

(1) These General Terms and Conditions (GTC) are an integral part of the contract concluded between com&on Gesellschaft mit beschränkter Haftung (hereinafter "com&on") and its customers or clients and shall apply to all orders, including future orders. Deviating or conflicting GTC of a customer or client shall only apply if com&on has agreed to their application in text form.

This also applies if com&on executes an order in knowledge of conflicting or deviating conditions of the customer or client without reserving the application of its own GTC. Deviations from these GTC or agreements supplementing them require text form in any case.

(2) These GTC shall apply exclusively to entrepreneurs within the meaning of § 14 BGB.

2. presentations

(1) Any use by (potential) customers or clients of the designs or other services presented or submitted by com&on with the aim of concluding a contract (presentation/pitch) or parts thereof, whether protected by copyright or not, shall require the prior consent of com&on in text form. This also applies to the use of the presented work in modified or edited form and for the use of the ideas underlying the work and services, provided that these have not been reflected in the previous external presentation of the customer or client. Submitted drafts or other services can otherwise only be used if an order is placed by com&on on the basis of the presented presentations. The customer or potential customer undertakes in particular to make available to com&on again immediately after the end of the pitch/presentation all documents that may have been submitted. Any passing on, publication, duplication or distribution of presentation documents without the prior consent of com&on in text form is prohibited. Until an order for implementation has been placed, com&on is free to use the presented results in other ways, in particular to offer them to third parties.

The acceptance of a possible presentation fee by com&on does not cause any consent in the sense of item 2. (1) p.1.

The foregoing also applies to those parts of the presentation/pitch that were created by third parties commissioned by com&on.

3. offer documents and offer, conclusion of contract

(1) Offer documents submitted or sent by com&on do not constitute offers in the legal sense, but merely requests to the customer to submit an offer, which requires a separate acceptance by com&on. This does not apply if, contrary to this, the offer documents of com&on contain the explicit request to the customer to bindingly accept the offer by countersignature or e-mail confirmation. Unless otherwise expressly stated in text form, com&on shall be bound to such an offer in the legal sense for 10 days.

(2) The conclusion of the contract shall require text form and may also be effected by transmission to the customer of an order confirmation following an offer by the customer.

4. service provision

(1) com&on shall provide the contractually owed services through its own employees or freelancers, but shall also be entitled to subcontract the provision of services to third parties.

(2) In principle, the commissioning of third parties is carried out in the own name and on the own account, insofar as com&on also uses external services for the provision of the contractual services to customers or clients. With an authorization by the client, the commissioning of third-party services on behalf of the client is also possible.

(3) Legal consulting services are not provided by com&on. Insofar as com&on also provides consulting services for the customer, e.g. in the area of graphic design, data processing, handling of personal data, marketing or search engine optimization (SEO), it is always the responsibility of the customer to subject corresponding consulting services/recommendations to a legal review prior to implementation. This also applies to consulting services in areas that are not listed above as examples.

(4) In the case of commissioned work for search engine optimization or optimization of online advertising, the customer is aware that a certain success cannot be guaranteed, unless the contracting parties have bindingly agreed on corresponding parameters in the order placement.

5. remuneration, terms of payment

(1) The basis of com&on's remuneration for services to be rendered shall be the order amount agreed upon when the order is placed or the agreed hourly rates. Prices are exclusive of statutory value added tax. The hourly rates are exclusive of material and, if applicable, external costs. Third-party costs are, for example, costs for hosting, photo shoots, the associated acquisition of rights of use, other remuneration of image rights, costs of third-party languages via setting, print orders, etc. The contracting parties shall agree separately on the type and scope of the expected third-party costs when com&on is commissioned or during the processing of the order.

(2) Until full payment of all invoices relating to the order, com&on retains ownership of all documents and objects provided. Rights to the services, in particular copyrighted rights of use, shall only pass to the Customer upon full payment of all invoices relating to the order in accordance with the provisions of Section 6 of these GTC.

(3) Invoices from com&on are due for payment 30 days after the invoice date without any deductions. Com&on is entitled to charge interest on arrears from the thirty-first day after the invoice date at a rate of eight percent above the base interest rate (§ 247 BGB).

(4) Invoices are issued by com&on exclusively electronically by e-mail. The customer will provide com&on with a separate e-mail address for the receipt of the invoice.

(5) Invoices shall be deemed accepted if the customer does not object to them in writing within three weeks after receipt. com&on is obliged to inform the customer of this separately at the latest when issuing the invoice.

(6) The customer may only set off counterclaims that are undisputed or have become res judicata or establish a right of retention. The customer shall not be entitled to a right of retention against claims that do not originate from the same contractual relationship.

6. copyrights and rights of use

(1) As a rule, the work results of com&on are subject to copyright protection. If, in the absence of a work protected by copyright, copyright law is not (or cannot be) directly applicable in individual cases, the provisions of the German Copyright and Related Rights Act (Urheberrechtsgesetz), as amended from time to time, shall nevertheless be deemed to have been agreed between the contracting parties accordingly.

(2) com&on grants the customer the rights of use to the work results created in accordance with the order, as specified within the scope of the placing of the order. In the absence of a specific granting of rights, the customer always acquires only simple and non-sublicensable, but spatially and temporally unrestricted rights of use. In case of doubt, com&on fulfills its obligation by granting non-exclusive rights of use in the territory of the Federal Republic of Germany for the period of use of the contractually specified type of use. Any use beyond this, in particular editing, requires the consent of com&on.

Third party rights require a separate agreement for the transfer of rights of use.

(3) Insofar as the work results of com&on also contain programming services/software, com&on is not obliged - unless otherwise agreed separately in text form - to disclose the source code to the customer/client or named third parties. Programming services of com&on usually also contain software components that have been developed by com&on or third parties and are available to a variety of different customers. For the granting of rights to programming services of com&on, only the agreements expressly made with the customer apply. The customer is only entitled to use the programming services within the scope of his own internal business transactions. In particular, the operation of a computer center for third parties or the provision for third parties, e.g. by way of application service providing, is not permitted. The subletting is inadmissible. Duplications of the programming services are only permitted to the extent that this is necessary for the contractual use. The right to create backup copies remains unaffected. If open source software is used, the respective license conditions under which the open source software is offered shall apply. It is pointed out to the Customer that the so-called copy left effect may occur as a result of the application of the open source license conditions, with the consequence that full disclosure of the source code is required for use in compliance with the license. The customer or client is solely responsible for compliance with the

applicable open source license terms. Under no circumstances does com&on grant licenses to open source software components and does not sell open source software, but is only active for the customer or client on the basis of the applicable open source license conditions. As far as the customer wants to waive the integration of Open Source Software in programming services, this requires an explicit agreement.

(4) All rights are granted subject to the time of payment of the agreed remuneration including third-party costs. Copyright notices of com&on may not be removed; there is no right to change the work results of com&on without appropriate prior consent, unless otherwise based on the possibly applicable open source license conditions.

(5) Insofar as com&on uses typographies within the scope of its work results, these are - unless otherwise agreed - typographies licensed from third parties, the use of which by the customer requires separate licensing by the respective rights holder. In the absence of an express agreement to the contrary, com&on does not grant the customer the corresponding rights of use, but can merely arrange for the acquisition of the necessary rights of use from the rights holder. In this respect, it is then a matter of additional third-party costs to be shown and remunerated.

7. cooperation obligations of the customer, legal responsibility

(1) Insofar as com&on requires the customer's or client's templates/data for the provision of its own services, the customer or client is fully responsible for the legal harmlessness of the templates/data provided by him. Insofar as the activity or the work results of com&on in connection with the contractual use of templates or data provided by the customer violate the rights of third parties and com&on is held liable by a third party for this reason, the customer or client undertakes to indemnify com&on from any claims of third parties in this respect - including the necessary costs of legal defense.

(2) com&on points out that the customer alone is responsible for the legal examination of the commissioned work. This applies in particular to assessments under competition law, trademark law or name law.

(3) Insofar as it is necessary within the scope of service provision by com&on that the customer grants com&on administrative access to IT environments or portals/social networks etc. of the customer, the customer is responsible for withdrawing the corresponding accesses again immediately after completion of the work by com&on. Notwithstanding this, com&on undertakes to treat any access data received confidentially.

8. warranty for defects and limitation of liability

(1) The deadlines stated in the order documents are the customer's or client's deadline expectations to be realized as far as possible, unless expressly agreed otherwise. Insofar as binding contractual deadlines are agreed, com&on shall only be liable for their compliance insofar as any delays are not attributable to the customer or client, in particular due to any change requests or delayed delivery of required templates or data.

(2) Claims of the customer due to defects become statute-barred after one year from handover of the work results. This does not apply to claims arising from breaches of duty for which com&on is responsible or in the event of a breach of a guarantee given by com&on.

(3) com&on is liable for damages caused by it, its legal representatives or vicarious agents only for intent or gross negligence. The limitation of liability does not apply in case of violation of essential contractual obligations, but is here limited to the amount of the typical foreseeable damage. Essential contractual obligations are abstractly such obligations, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which a contractual partner may regularly rely. The statutory liability for damages caused intentionally or negligently from injury to life, limb or health as well as under the Product Liability Act and the absence of a quality for which com&on has assumed a guarantee shall remain unaffected.

(4) com&on's liability for loss of data shall be limited to the typical recovery costs that would have been incurred if data backup measures had been carried out regularly and in accordance with the risks involved.

(5) The limitation period for claims for damages of the customer against com&on is one year. For claims under the Product Liability Act as well as in case of grossly negligent or intentional conduct of com&on and in case of injury to life, body or health as well as in case of assumption of a guarantee, the respective statutory limitation periods shall apply.

9. confidentiality, return of documents

(1) com&on undertakes to treat as confidential all information, in particular business secrets and personal data, which has become known to it exclusively as a result of its cooperation with the respective contractual partner and which is not otherwise accessible or already known, and to oblige employees to observe this confidentiality. com&on will not use information obtained accordingly outside the contractual relationship and will not make it available to unauthorized third parties.

(2) Unless otherwise agreed, com&on is not obligated to store documents handed over by the contractual partner for longer than four weeks after termination of the contractual cooperation. Upon request of the customer or client in text form, the documents and data are to be returned.

10. special provisions for the provision of services

(1) In the event that com&on is commissioned, the services shall be provided, unless otherwise agreed, on an agile basis in close coordination through collaboration during the project.

(2) It is possible to integrate an external content management system or a content management system specifically licensed by com&on for this purpose. In the latter case, the administration of the respective website is necessarily bound to this content management system. An edition option for external third parties does not exist. In case of termination of a cooperation with com&on, the website files (compiled) and a backup of the database can be handed over in this case. A connection of a content management system is not owed in this case.

(3) Unless otherwise agreed, services in connection with the creation of websites can be terminated at any time by either contracting party by giving two weeks' notice to the end of a month. In this case, com&on is obligated to hand over to the customer the current development status at the time of the effectiveness of the termination. With regard to the granting of rights, Clause 5 applies, but with the

proviso that the customer is always entitled to independently complete the unfinished services or have them completed.

11. special provisions for hosting

(1) com&on offers hosting services of third parties (data center operators). In this case, the scope of services owed is always based on the contract concluded between com&on and the respective data center operator. com&on will disclose the contractual provisions agreed with the respective data center operator to the hosting contract partner upon separate request. These contract contents then apply accordingly to the provision of hosting services between com&on and the customer.

(2) In case of transfer of an already existing domain and/or the agreed migration of pre-existing data of a website, the customer is obliged to cooperate in this. The customer has to ensure that the required authorization code is provided by the previous domain host to enable the migration of a domain com&on.

(3) com&on expressly points out that, for technical reasons, a temporary inaccessibility of the affected systems of the Customer may occur within the scope of a domain transfer and/or an ordered migration of data from another server. com&on will therefore endeavor to coordinate corresponding downtimes with the customer if possible.

12 Place of performance and jurisdiction

(1) The place of performance for all obligations arising from the contractual relationships concluded under these GTC and the exclusive place of jurisdiction for all legal disputes arising from or in connection with these contractual relationships shall be Hanover - if the Customer is a merchant, a legal entity under public law or a special fund under public law. This agreement on the place of jurisdiction shall also apply if the customer does not have a general place of jurisdiction in Germany.

(2) The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the International Sales Convention (CISG) and the international conflict-of-law rules under private law.

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