

General Terms and Conditions

of

TBA Erling Berlin
Carl D. Erling
Eisenacher Str 119
10777 Berlin

- hereinafter referred to as the Contractor -

Part 1 - General Provisions

1.1 General

1.1.1 The Contractor offers the Customer various agency services. The specific scope of services is the subject of individual agreements between the Contractor and the Customer.

1.1.2 The Contractor does not enter into contracts with consumers or private individuals.

1.1.3 The Contractor is entitled to subcontract the necessary services in its own name and on its own account to subcontractors, who in turn may also use subcontractors. Subject to any agreements to the contrary, the contractor shall remain the sole contractual partner of the customer. Subcontractors shall not be used if it is apparent to the contractor that their use would be contrary to the legitimate interests of the customer.

1.1.4 Insofar as further contractual documents in text or written form have become part of the contract in addition to these General Terms and Conditions, the provisions of these further contractual documents shall take precedence over these General Terms and Conditions in the event of any contradictions.

1.1.5 The Contractor shall not recognize any General Terms and Conditions deviating from these Terms and Conditions that are used by the Customer, unless expressly agreed otherwise.

1.2 Obligations of the customer to cooperate

1.2.1 If the customer provides the contractor with texts, images, or other content for the performance of the services ordered, they shall ensure that this content does not infringe the rights of third parties (e.g., copyrights, trademark rights, etc.) or other legal norms. In this context, it is pointed out that the contractor is not legally entitled to provide legal advice to the customer. In particular, the contractor is not obliged and is not legally able to check the customer's business model and/or the works created or acquired by the customer (layouts, graphics, texts, etc.) for compatibility with applicable law. In particular, the contractor shall not carry out any trademark searches or other intellectual property rights conflict checks in relation to the works provided by the customer. If the customer issues specific instructions regarding the work to be produced, they shall be liable for these themselves.

1.2.2 The customer is obliged to provide the information, data, works (e.g., data for the imprint, graphics, logos, etc.) and access rights to be provided by him for the purpose of fulfilling the order in a complete and correct manner. He shall also ensure that the instructions he issues are in accordance with applicable law.

1.2.3 Unless otherwise agreed individually, the customer is responsible for procuring the material required for the agency to perform its services (e.g., graphics, videos) and make it available to the contractor in good time. If the customer does not make this available and does not provide any further specifications, the contractor may, at its own discretion and in compliance with copyright labeling requirements, use image material from common providers (e.g., stock photo service providers) or provide the relevant parts of the website with a placeholder.

1.2.4 If the conclusion of a data processing agreement pursuant to Art. 28 GDPR is required for individual components of the order, both contracting parties undertake to conclude such an agreement - to be provided by the contractor - before the start of the provision of services.

1.2.5 The contractor shall not be liable to the customer in any way for delays in the implementation of projects caused by late (necessary) cooperation or input on the part of the customer; the provisions under the heading "Liability/Indemnification" shall remain unaffected by this.

1.2.6 If the customer fails to fulfill its obligations to cooperate under this section, the contractor may charge the customer for the additional expenses incurred as a result (e.g., costs for stock photos and time spent searching for them).

1.3 Use of artificial intelligence (AI)

1.3.1 The Contractor is entitled to use artificial intelligence technologies (AI tools) to create content (e.g., text, images, sound, or video) within the scope of the services provided. Unless otherwise agreed, all content generated by AI will be checked by a natural person after creation and adjusted if necessary. AI tools shall not be used if it is apparent to the contractor that their use would be contrary to the legitimate interests of the customer. If the customer does not want AI technologies to be used for certain projects or parts thereof, they must inform the contractor of this in writing.

1.3.2 The contractor guarantees that content created in whole or in part with AI does not infringe the rights of third parties. If exclusive rights of use are to be transferred for content created in whole or in part with the aid of AI, the contractor shall ensure that such a transfer of rights of use is possible (e.g., by modifying the AI-generated works in such a way that a level of creativity and thus copyright protection is achieved).

1.3.3 Separate labeling of AI-generated content is only required if and to the extent that the labeling of the content is required by law or if it is already foreseeable at the time of performance that a labeling requirement will be required by law in the foreseeable future (e.g., due to provisions in the AI Regulation). The same applies to notifications that certain work results have been created with the aid of artificial intelligence.

Part 2 - Online presence and technology

2.1 Website and shop creation (agile)

2.1.1 Unless otherwise agreed individually, the creation of new or the expansion of existing websites/shops or website/shop components (hereinafter referred to as "website creation") shall be based on agile methods. The remaining provisions of these General Terms and Conditions shall remain unaffected.

2.1.2 The subject matter of website creation contracts between the contractor and the customer is generally the development of new websites or the expansion of existing websites (e.g., integration of new interfaces or programming of new online applications) in accordance with the technical and/or design specifications of the customer. Website creation contracts concluded between the parties are contracts for work and services within the meaning of §§ 631 ff. BGB (German Civil Code).

2.1.3 The services agreed in detail are set out in the contract concluded individually between the contractor and the customer. To this end, the customer shall first submit a request to the contractor with as detailed a description as possible of the website content they require (design content such as images, layouts, logos, fonts, etc. shall be specified and provided by the customer, unless otherwise agreed). This request constitutes an invitation to the contractor to submit an offer. The contractor shall review the customer's ideas described in the request to the best of its knowledge and belief for completeness, suitability (with the exception of legal suitability, in particular with regard to the rights of third parties), clarity, feasibility, and consistency and shall prepare an offer based on the wishes expressed in the customer's request. A contract between the contractor and the customer shall only come into effect upon acceptance of the offer by the customer.

2.1.4 The customer may submit customer requests at any time, provided that these are covered by the originally agreed scope of services. Such adjustments shall become part of the original contract if both contracting parties agree in writing (e.g., by email). Otherwise, the contractor is only obliged to produce the functions/items listed in the contract or to provide the agreed service. Any services beyond this must be agreed separately and remunerated separately.

2.1.5 Once the website has been completed, the contractor shall request the customer to accept the website.

2.1.6 The prerequisite for the Contractor's work is that all data (e.g., texts, templates, graphics, fonts) and/or system environments required for the implementation of the project and to be provided by the Customer are made available to the Contractor in a timely manner and in a suitable form. The contractor shall not be liable to the customer in any way for delays in the implementation of projects caused by late (necessary) cooperation or input on the part of the customer.

2.1.7 The Contractor shall only be obliged to check or procure rights, procure and/or integrate plug-ins and/or tools (e.g., statistics) or certificates (e.g., SSL/TLS) if this has been expressly agreed in an individual contract. There shall be no claim to the surrender of graphics, source codes, (development) documentation, manuals, and other additional documentation, unless expressly agreed otherwise in individual agreements.

2.1.8 Unless otherwise agreed, the websites created shall be optimized for the Chrome, Safari, Firefox, and Edge browsers in their current versions (the last two versions of each browser). Search engine optimization (SEO) shall only be owed if expressly agreed.

2.1.9 The contractor is not entitled or obliged to advise the customer on competition, consumer, labeling, or other legal issues within the meaning of the Legal Services Act. It is therefore the customer's responsibility to inform themselves about the competition, consumer, or labeling regulations applicable to their shop and, if necessary, to have the shop checked by a specialized lawyer.

2.1.10 After completion of the websites and/or individual parts thereof, the contractor may offer the customer maintenance and support services in relation to the websites. However, the contractor is not obliged to make such an offer, nor is the customer obliged to accept the contractor's further service offers. Corresponding agreements are exclusively the subject of individual agreements. If no additional maintenance and support services are agreed between the parties, the customer shall be solely responsible for the technical maintenance and updating of the websites after acceptance. The contractor shall not be liable to the customer for any security gaps that are exploited for illegal purposes (hacking) through the use of outdated third-party software.

2.2 Website and shop creation (specification and requirements document)

2.2.1 If the contracting parties have agreed on the creation of new or the expansion of existing websites/shops or web/shop components (hereinafter referred to as "website creation") on the basis of a specification and requirements document, the order shall be processed in accordance with this clause.

2.2.2 The subject matter of website creation contracts between the contractor and the customer is generally the development of new websites or the expansion of existing websites (e.g., integration of new interfaces or programming of new online applications) in accordance with the technical and/or design specifications of the customer. Website creation contracts concluded between the parties are contracts for work and services within the meaning of §§ 631 ff. BGB (German Civil Code).

2.2.3 The scope of the services to be provided by the contractor shall be determined by individual contractual agreements between the parties and by a detailed specification sheet prepared by the customer, as well as the requirements specification based on this. The contractor shall check the customer's ideas described in the specifications to the best of its knowledge and belief for completeness, suitability (with the exception of legal suitability, in particular with regard to the rights of third parties), clarity, feasibility, and consistency. If the contractor recognizes that the specifications contained in the requirements specification are not suitable for the creation of a website, the contractor shall immediately inform the customer and submit a corresponding proposal for a supplement and/or adaptation of the requirements specification. The customer shall respond to any suggestions made by the contractor regarding the specifications within a reasonable period of time in writing or in text form and finally confirm the contents of the specifications to the contractor in writing or in text form in a binding manner. If the parties agree on the specifications, their contents shall become part of the contract.

2.2.4 Based on the specifications, the contractor shall draw up a requirements specification that primarily describes the technical and/or design implementation of the requirements contained in the specifications. Upon completion, the contractor shall submit the functional specifications to the customer for approval. The customer is entitled to reject the functional specifications prepared by the contractor and to communicate any change or adjustment requests. The contractor undertakes to submit a maximum of two alternative proposals, taking into account the customer's wishes. If the customer ultimately does not agree with the contractor's final proposal, he or the contractor may terminate the contractual relationship for cause or withdraw from the contract, if legally possible. In this case, the fees and/or expenses incurred by the contractor in connection with the requirements and/or specifications shall be remunerated or reimbursed by the customer to a reasonable extent.

2.2.5 If the specifications are accepted by the customer, the services described therein shall be deemed to have been finally agreed between the parties. Any deviation from the contents of the requirements specification accepted by the customer requires an express individual agreement between the parties. The contractor shall not provide any services beyond those described in the requirements specification accepted by the customer. Likewise, the contractor shall not provide any reduced services in relation to the services described in the requirements specification accepted by the customer. After acceptance of the specifications by the customer, the contractor shall develop and program the websites in accordance with the agreed specifications.

2.2.6 In addition to the specifications, the contractor shall provide the customer with a schedule and work plan. The contents and specifications of this schedule and work plan shall become part of the contract unless the customer objects immediately. The contractor undertakes to deliver the finished website or parts thereof to the customer by the end date specified in the time and work schedule on a suitable data carrier and/or to send it by email and/or to upload it to a server specified by the customer. The details of the delivery or upload of the finished websites are otherwise subject to individual contractual agreements between the parties.

2.2.7 A prerequisite for the Contractor's work is that all data (e.g., texts, templates, graphics) and/or system environments to be provided by the Customer and required for the implementation of the project are made available to the Contractor in a timely manner and in a suitable form. The contractor shall not be liable to the customer in any way for delays in the implementation of projects caused by late (necessary) cooperation or input on the part of the customer.

2.2.8 Once the website has been completed, the contractor shall request the customer to accept the website. If necessary, a test phase may be agreed upon prior to acceptance. If the customer discovers errors prior to acceptance or during an agreed test phase, they shall notify the contractor of these in writing or in text form. The contractor shall endeavor to correct the errors in a professional manner. For this purpose, the contractor may provide temporary workarounds.

2.2.9 The Contractor shall only be obliged to check or procure rights, procure and/or integrate plug-ins and/or tools (e.g., statistics) or certificates (e.g., SSL/TLS) if this has been expressly agreed in an individual contract. There shall be no entitlement to the surrender of graphics, source codes, (development) documentation, manuals, and other additional documentation, unless expressly agreed otherwise in individual agreements.

2.2.10 Unless otherwise agreed, the websites created shall be optimized for the Chrome, Safari, Firefox, and Edge browsers in their current versions (the last two versions of each browser). Search engine optimization (SEO) shall only be provided if expressly agreed.

2.2.11 The contractor is not entitled or obliged to advise the customer on competition, consumer, labeling, or other legal issues within the meaning of the Legal Services Act. It is therefore the customer's responsibility to inform themselves about the competition, consumer, or labeling regulations applicable to their shop and, if necessary, to have the shop checked by a specialized lawyer.

2.2.12 After completion of the websites and/or individual parts thereof, the contractor may offer the customer maintenance and support services in relation to the websites. However, the contractor is not obliged to make such an offer, nor is the customer obliged to accept the contractor's further service offers. Corresponding agreements are exclusively the subject of individual agreements. If no additional maintenance and support services are agreed between the parties, the customer

shall be solely responsible for the technical maintenance and updating of the websites after acceptance. The contractor shall not be liable to the customer for any security gaps that are exploited for illegal purposes (hacking) through the use of outdated third-party software.

2.3 Maintenance and support of websites/shops

2.3.1 After completion of the websites and/or individual parts thereof, the contractor may offer the customer maintenance and support services in relation to the websites (hereinafter referred to as “maintenance contracts”). The contractor may also offer maintenance of third-party websites. However, the contractor is not obliged to make such an offer, nor is the customer obliged to accept the contractor's additional service offers. Corresponding agreements are exclusively the subject of individual agreements.

2.3.2 The content of the maintenance contracts is the elimination of malfunctions and the updating of the website for common web browsers in their current version as required. Further services, such as regular maintenance, may be agreed upon in individual contracts.

2.3.3 The contractor shall not be liable for malfunctions and incompatibilities caused by unauthorized changes made by the customer or based on other errors that are not within the contractor's area of responsibility; The provisions under “Liability/Indemnification” remain unaffected by this.

2.3.4 Unless otherwise agreed, maintenance shall only include technical updates to the website, but not updates to its content. Unless otherwise agreed individually, the contractor shall not be obliged to update the legal notice or the privacy policy.

2.4 Web hosting

2.4.1 The contractor also offers the customer hosting of the websites/shops created by him. The contractor will use the servers of third-party companies to perform his services. The contractor shall inform the customer about the servers and third-party companies used before the contract is concluded. The specific scope of services (domain administration, storage space, email hosting, certificates, etc.) shall be the subject of individual agreements between the parties.

2.4.2 The availability of the servers used by the contractor for hosting purposes shall be at least 99 percent on an annual average. This does not include periods during which the servers are unavailable due to events beyond the Contractor's control (force majeure, acts of third parties, technical problems beyond the Contractor's control, etc.).

2.4.3 The Customer is responsible for making regular backup copies of its hosted data. If the customer is unable to do so, they shall commission the contractor or other professionally qualified third parties to perform the backup. The customer shall be liable for any data loss resulting from a lack of data backup.

2.4.4 No content that is offensive, extremist, glorifies or trivializes violence, inciting hatred, right-wing extremist, discriminatory, anti-constitutional, harmful to minors, or pornographic, or that violate the rights of third parties (e.g., trademark and copyright law) or other applicable law or morality (in particular criminal law and administrative offense law), or that contain malicious code or malware. If the contractor becomes aware that content that is inadmissible within the meaning of this paragraph may be stored on the storage space provided within the scope of hosting, it shall proceed as follows:

2.4.4.1 The contractor shall immediately conduct a cursory review of the content in question. If the cursory review reveals that inadmissible content cannot be ruled out, the contractor may, at its own discretion, temporarily block it or take other measures appropriate to the risk, up to and including deletion of the content. The contractor shall request the customer to comment and grant it a reasonable period of time to do so.

2.4.4.2 As soon as the customer's comments have been received or if the customer has not submitted any comments within the period granted, the contractor shall make a final decision on how to deal with the content in question. The following measures in particular may be considered: warning; indefinite blocking or permanent deletion of the content; temporary blocking of the customer (alternatively, partial blocking may also be implemented); ordinary or extraordinary termination of the contract; criminal complaint or report to the public order office (if a criminal offense is suspected that may pose a danger to the life, limb, or safety of a person, the contractor is legally obliged to report this). The contractor shall only take the respective measure after thorough and objective consideration, taking into account in particular the severity of the violation, the number of total violations, potential effects on the services provided by the contractor, its customers, and other third parties, the overall behavior (e.g., ability to understand the violation), the fault (intent, negligence), the motives for the breach (if identifiable) and the customer's response (if available).

2.4.4.3 The contractor shall inform the customer of the assessment, its results and the measures decided upon, unless there are legal reasons to the contrary.

2.4.4.4 The contractor shall not proactively check the stored content and, unless otherwise specified, shall not carry out automated checks of the stored content. However, it shall take action as soon as it becomes aware of such content itself or is informed of such content by third parties. If the customer becomes aware of such content, they may of course contact the contractor at any time; they may use the contact details in the legal notice for this purpose.

Part 3 - Creation and design of content

3.1 Design of print products

3.1.1 The subject matter of design contracts in the print sector between the contractor and the customer is generally the

development of print products in accordance with the customer's design specifications (e.g., design of banners, postal graphics, posters, signs, flyers, roll-ups, vehicle or shop window stickers, textiles, or logo designs). Design contracts concluded between the parties are contracts for work and services within the meaning of § 631 ff. BGB (German Civil Code).

3.1.2 The services agreed in detail are set out in the contract concluded individually between the contractor and the customer. To this end, the customer shall first submit a request to the contractor with as detailed a description as possible of the services they require. This request constitutes an invitation to the contractor to submit an offer. The contractor shall review the customer's ideas as described in the request to the best of their knowledge and belief for completeness, suitability (with the exception of legal suitability, in particular with regard to the rights of third parties), clarity, feasibility, and consistency, and shall prepare an offer based on the wishes expressed in the customer's request. A contract between the contractor and the customer shall only come into effect upon acceptance of the offer by the customer.

3.1.3 After conclusion of the contract, the customer's requirements shall be discussed in a further briefing, if necessary, and the specifications shall be specified in more detail. At this point, customer requests may be submitted, provided that they are covered by the originally agreed scope of services. If necessary, a re-briefing may be carried out before the service is provided. Adjustments shall become part of the original contract if both contracting parties agree in writing (e.g., by email). Otherwise, the contractor is only obliged to produce the items listed in the contract. Any services beyond this must be agreed and remunerated separately.

3.1.4 Unless otherwise agreed, the customer is entitled to two correction loops. Complaints regarding the artistic design are generally excluded after the agreed correction loops have been carried out. If the customer wishes to make further changes, they shall bear the additional costs.

3.1.5 The prerequisite for the contractor's work is that the customer provides the contractor with all data necessary for the implementation of the project (texts, templates, graphics, etc.) in full and in a suitable form before the start of the contract. The contractor shall not be liable to the customer in any way for delays in the implementation of projects caused by late (necessary) cooperation or input on the part of the customer. If the customer fails to meet this obligation, the contractor may charge the customer for the time spent as a result.

3.1.6 Unless otherwise agreed in the contract and unless otherwise expected from the purpose of the contract, the contractor shall only be obliged to hand over a standard print file (e.g. PDF, JPG or PNG) in addition to the contractually agreed services when creating print products. The customer shall have no claim to the release of an editable file (e.g. open files from graphics programs)..

3.2 Processing of print orders

3.2.1 The contractor offers the customer the processing of orders for the creation of print products (flyers, brochures, posters, catalogs, etc.). The contractor shall undertake all actions agreed upon for this purpose, e.g., communication with the respective service provider performing the printing (print service provider). Depending on the agreement, the contractor offers the services as a direct transaction or as an agency transaction.

3.2.2 If the parties agree on a direct transaction, the contractor shall print the commissioned print products itself or commission a printing service provider in its own name and on its own account. In this case, the contractor shall be the sole contractual partner of the customer. No contractual relationship shall arise between the customer and the printing service provider. The contractor shall invoice the customer directly for the print products. The customer shall accept the print products from the contractor.

3.2.3 If the parties agree on a brokerage transaction, the contractor shall conclude the contract for the production of the print products with the printing service provider on behalf of and for the account of the customer or shall broker such a contract. The contractor shall act as a mere broker vis-à-vis the printing service provider. The contractual relationship shall be established solely between the customer and the printing service provider. The contractor shall not be a party to this contract. The contractor shall inform the customer of all essential steps and shall coordinate the details of the contract content and conclusion (in particular the type, prices, and quantities) with the customer and shall be bound by the customer's instructions. The respective price and/or business terms and conditions of the printing service provider shall apply. The customer pays for the services directly to the print service provider. The print products are accepted by the print service provider. It is the customer's responsibility to check the finished print products for defects. The contractor is not liable for the contractual production of the print products by the print service provider, in particular for their content, inventory, quality, and/or condition. In the event of a dispute, the contractor shall provide the customer with all necessary information to the extent permitted by law. The contractor shall not be obliged to provide any further support in asserting warranty claims or other claims. The provisions under "Liability/Indemnification" remain unaffected by this.

3.2.4 The customer is obliged to carefully check the print data to be transmitted for correctness and completeness in terms of content and technical accuracy before transmitting it to the print service provider. Unless otherwise agreed, the contractor shall not check the print data for correctness in terms of content or technical accuracy. The printed products ordered shall only be printed once the customer has given final approval for printing.

3.2.5 If a specific transmission format is required (e.g., PDF, InDesign), the customer shall transmit the print data in this format.

3.3 Creation of texts/copywriting

3.3.1 The contractor shall create texts for the customer (e.g., press releases, articles for websites, advertising texts, etc.). The content of these texts shall be specified in individual contracts.

3.3.2 As soon as the agreed texts have been completed, the contractor shall submit them to the customer for approval and acceptance. Unless otherwise agreed, the customer shall be entitled to two correction loops. Complaints regarding the

stylistic design or the inclusion of new information in the text shall be excluded after the second correction loop. If the customer requests further changes, they shall bear the additional costs.

3.3.3 If the contractor has been commissioned to publish the texts, publication shall only take place after approval by the customer, unless otherwise agreed; approval shall also constitute acceptance of the texts. In the case of press releases, a distribution date shall also be set after approval, on which the press releases are to be sent to the media. If the customer publishes the texts themselves or is to publish them, they must approve the texts in advance. If the customer publishes the texts before approval, the publication shall be deemed acceptance.

3.3.4 The contractor shall be liable for errors discovered after approval/acceptance exclusively in accordance with the provisions under the heading "Liability/Indemnification."

3.4 Design and conception of graphics and logos (designs)

3.4.1 Upon agreement with the customer, the contractor shall be responsible for the conception and design of graphics and/or logos (hereinafter referred to as "designs").

3.4.2 To this end, the customer shall first submit a request to the contractor with as detailed a description as possible of the designs they require. This request constitutes an invitation to the Contractor to submit an offer. The Contractor shall examine the Customer's ideas described in the request to the best of its knowledge and belief for completeness, suitability (with the exception of legal suitability, in particular with regard to the rights of third parties), clarity, feasibility, and consistency and shall prepare an offer based on the wishes expressed in the Customer's request. A contract between the contractor and the customer shall only come into effect upon acceptance of the offer by the customer.

3.4.3 A prerequisite for the contractor's work is that the customer provides the contractor with all data necessary for the implementation of the project (color definition, etc.) in full and in a suitable form before the start of the contract. If the customer fails to comply with this obligation, the contractor may charge the customer for the time spent as a result.

3.4.4 Unless otherwise agreed, the customer is entitled to two correction loops for each individual design. After these correction loops have been carried out, requests for adjustments and complaints (in particular with regard to the artistic design) will no longer be taken into account. If the customer requests further changes after the agreed correction loops have been carried out, the contractor may make these changes for an additional fee to be agreed upon.

3.4.5 As soon as the agreed design has been completed, the contractor shall request the customer to accept the work. The designs shall be sent to the customer in a common file format.

3.4.6 The contractor grants the customer the rights of use to the designs required for the respective purpose. Subject to deviating provisions, the creation of logos shall grant an exclusive right of use that is unlimited in terms of time, location, and content; however, individual graphic elements of the logos may be used for the creation of other works, provided that this does not give rise to any risk of confusion with the created logo. Subject to deviating individual agreements, a simple right of use shall be granted for all other designs. Any transfer of rights of use by the customer to third parties requires an individual contractual agreement with the contractor. The drafts presented within the correction loop may not be used, reproduced, or passed on to third parties by the customer without the express consent of the contractor, either in their original form or in a modified form.

3.4.7 The rights of use shall only pass to the customer after full payment of the remuneration.

Part 4 - Marketing

4.1 SEO marketing

The contractor offers the customer services in the field of SEO marketing, among other things. Within the scope of the provision of services, the contractor is solely responsible for implementing measures which, in the contractor's experience, can positively influence search engine rankings or which are expressly requested by the customer. This is a service within the meaning of §§ 611 ff. BGB (German Civil Code). A specific result (e.g., a specific ranking in the search engine hit list) is only owed within the scope of SEO services if this has been expressly guaranteed.

4.2 SEA campaigns

The contractor offers the customer services in the field of SEA campaigns. Within the scope of the service provision, the contractor is only obliged to submit proposals for effective keywords and, after approval by the customer, to implement the measures (placement of advertisements). These are services within the meaning of §§ 611 ff. BGB (German Civil Code). A specific result (e.g., sales figures) is not owed within the scope of SEA services, unless this has been expressly guaranteed. The contractor is not obliged to check the legality of keywords. The contractor shall submit proposals to the customer regarding the booking of keywords. The legal review, in particular with regard to the trademark rights of third parties and the approval of keywords, is the responsibility of the customer prior to the implementation of the campaign. The fee agreed for the services described herein does not include the costs for placing paid advertisements; unless otherwise agreed, these costs shall be borne by the customer.

4.3 Placement of advertisements

4.3.1 The contractor shall support the customer in placing advertisements on social media portals, search engines, and other media ("advertisements").

4.3.2 The contractor shall advise the customer on how to design its advertisements so that they have the highest possible

visibility. Specific results (e.g., sales figures, leads) are not guaranteed.

4.3.3 The contractor shall also support the customer in designing the texts and images for the advertisements. However, the selection of content for the advertisements (images, texts, videos, imprints, etc.) is the sole responsibility of the customer. The contractor shall not check this content or the advertisements as a whole for accuracy or legality. In this regard, it is expressly pointed out that the contractor is not authorized to provide legal advice to the customer. If, in individual cases, the contractor nevertheless determines that the content provided by the customer and/or the advertisements violate applicable law, the contractor may refuse to publish such content or create the advertisements.

4.3.4 All content must be approved by the customer and will then be uploaded by the contractor to the respective advertising channels, whereby the contractor is only responsible for the technical uploading of the content and is only liable for this; the provisions under "Liability/Indemnification" remain unaffected.

4.3.5 The fee agreed for the services described herein does not include the costs of placing paid advertisements; unless otherwise agreed, these costs shall be borne by the customer.

Part 5 - Other provisions

5.1 Prices and remuneration

The remuneration for the services provided by the contractor is the subject of an individual contractual agreement between the parties and is generally based on the offer.

5.2 Acceptance

If a work performance has been agreed, the contractor shall request the customer to accept it. The acceptance period within the meaning of Section 640 (2) sentence 1 of the German Civil Code (BGB) shall be set at two weeks from the date of the request for acceptance, unless a different acceptance period is required in individual cases due to special circumstances, in which case the contractor shall notify the customer separately. If the customer does not respond within this period or does not refuse acceptance due to a defect, the work shall be deemed accepted.

5.3 Warranty for defects

An insignificant defect shall not justify any claims for defects. The choice of the type of subsequent performance shall be at the discretion of the contractor. The limitation period for defects and other claims is one (1) year; this reduction in the limitation period shall not apply to claims resulting from intent, gross negligence, or injury to life, limb, or health on the part of the contractor. The limitation period shall not recommence if subsequent performance is provided within the scope of liability for defects. In all other respects, the statutory warranty for defects remains unaffected.

5.4 Granting of rights, self-promotion, and right of mention

5.4.1 Upon full payment of the order by the customer, the contractor shall grant the customer a simple, non-transferable right of use to the corresponding work results. Further rights may be agreed in individual contracts.

5.4.2 Unless otherwise agreed, the customer expressly grants the contractor permission to publicly display the project in an appropriate manner for the purpose of self-promotion (references/portfolio). In particular, the contractor is entitled to advertise the business relationship with the customer and to refer to itself as the author on all advertising materials created and in all advertising measures without the customer being entitled to any remuneration for this.

5.4.3 Furthermore, the contractor is entitled to place its own name, with a link, in an appropriate manner in the footer and imprint of the website(s) created by the contractor without the customer being entitled to any remuneration for this.

5.5 Confidentiality

The contractor shall treat as confidential all business transactions that come to its knowledge, in particular, but not exclusively, printed documents, layouts, storyboards, figures, drawings, audio tapes, images, videos, DVDs, CD-ROMs, memory cards, passwords, interactive products, and any other documents containing films and/or radio plays and/or other copyright-protected materials belonging to the customer or its affiliated companies, in strict confidence. The contractor undertakes to impose the confidentiality obligation on all employees and/or third parties (e.g. suppliers, graphic designers, programmers, film producers, recording studios, etc.) who have access to the aforementioned business transactions. The confidentiality obligation shall remain in force indefinitely beyond the term of this contract.

5.6 Liability/Indemnification

5.6.1 The contractor shall be liable without limitation for any legal grounds in the event of intent or gross negligence, in the event of intentional or negligent injury to life, limb or health, on the basis of a guarantee promise, unless otherwise stipulated in this regard, or on the basis of mandatory liability, such as under the Product Liability Act. If the contractor negligently breaches an essential contractual obligation, liability shall be limited to the foreseeable damage typical for the contract, unless unlimited liability applies in accordance with the preceding sentence. Essential contractual obligations are obligations which the contract imposes on the contractor according to its content in order to achieve the purpose of the contract, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the customer may regularly rely. Otherwise, the contractor shall not be liable. The above liability provisions shall also apply with regard to the contractor's liability for its vicarious agents and legal representatives.

5.6.2 The customer shall indemnify the contractor against any claims by third parties asserted against the contractor due to breaches of these GTC or applicable law by the customer.

5.7 Final provisions

5.7.1 The contracts concluded between the contractor and the customer are subject to the substantive law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

5.7.2 If the customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany, the parties agree that the place of jurisdiction for all disputes arising from this contractual relationship shall be the registered office of the contractor; exclusive places of jurisdiction remain unaffected by this.

5.7.3 The contractor is entitled to amend these General Terms and Conditions for objectively justified reasons (e.g., changes in case law, the legal situation, market conditions, or business or corporate strategy) and subject to reasonable notice. Existing customers will be notified of this by email at least two weeks before the amendment comes into effect. If the existing customer does not object within the period specified in the notification of change, their consent to the change shall be deemed to have been given. If they object, the changes shall not take effect; in this case, the contractor shall be entitled to terminate the contract extraordinarily at the time the change takes effect. The notification of the intended amendment to these General Terms and Conditions shall indicate the deadline and the consequences of objection or failure to object.