



General Terms and Conditions

§ 1 Scope of application

(1) These General Terms and Conditions (hereinafter: GTC) apply to all contracts concluded between Vicoli GmbH, Managing Director: Alexander Pirsig, Richard-Strauss-Strasse 25, 81677 Munich, Germany, telephone: +49 89 410 74 616, e-mail: info@vicoli.de (hereinafter: "Contractor") and you as clients (hereinafter: "Client").

(2) All agreements made between the Client and the Contractor in connection with the contract result in particular from these General Terms and Conditions, the written service description and the individual contract. In the event of contradictions between the contractual documents, these shall apply in the following order:

- Service description with respective offer
- Individual contract
- AGB

(3) Contracts are concluded exclusively with entrepreneurs within the meaning of § 14 BGB. The version of the GTC valid at the time of conclusion of the contract shall be authoritative. Deviating terms and conditions shall not be accepted. This also applies if the inclusion is not expressly objected to.

(4) The Terms and Conditions apply to our one-off services as well as to our recurring services.

§ 2 Range of services - Overview

(1) The contractor offers the development of web software solutions as specified by the client. The range of services includes the creation of individual CMS solutions, the implementation of web, mobile and hybrid applications as well as the development of digital products and in-house solutions. Furthermore, maintenance services, the creation of websites, as well as supporting activities in the area of web hosting (setting up web hosting) and domain registration are offered. The contractor is not a web hoster himself. If he wishes to register a domain, the contractor is only available in an advisory capacity. He shall neither be responsible for checking the availability of the desired domain nor for checking for possible infringement of the rights of third parties in connection with the registration of domains.

(2) The components commissioned in each case shall result from the individual contract concluded between the parties.

(3) The Contractor shall be entitled to use third parties to fulfil its obligations under this contract.

(4) If the Contractor provides work services, such as the creation of a website, the Contractor's offer, which contains the specific services and their prices, shall be decisive for the definition of the scope of services and the costs. Moreover, only the integration of sample texts in the correct place on the basis of the information provided by the client is owed. The sample texts prepared by the contractor are general formulations which have neither been checked by a lawyer nor adapted to the individual case. The contractor does not owe legally correct contents, does not have to commission these from third parties at his own expense and is not liable for them. The client is responsible for the creation of legally correct content.

(5) If the Contractor owes consultancy services, these shall be commissioned on an individual contract basis.

§ 3 Conclusion of contract

(1) The presentation of the range of services on the Contractor's website constitutes exclusively a non-binding offer. A legally binding offer is not associated with this.

(2) The offer specifies the concrete content of the performance, the obligations of the parties and the terms of delivery and payment ("performance specification"). A subsequent change is not part of the performance and will be charged separately if required.

(3) The services offered may be one-off services and/or services to be provided regularly within a fixed term.

(4) The contract is concluded by acceptance of the offer submitted by the contractor. As a rule, the Client shall receive an offer from the Contractor in electronic form sent to its e-mail address. The offer shall have the binding

effect agreed therein. A binding contract shall be concluded by returning the signed offer in due time.

§ 4 Prices and payments

- (1) The concrete prices result exclusively from the service description agreed between the parties and/or the individual offer. All prices are net prices plus the legally applicable value added tax.
- (2) Invoices for services charged to the latter in an annual fee, such as licence costs, shall also be invoiced by the Contractor to the Client as an annual amount in advance, i.e. at the beginning of the respective billing period. This shall also apply to maintenance or service contracts unless the parties agree otherwise.
- (3) Further regular services shall be due for payment monthly in advance unless the parties agree otherwise.
- (4) All other non-recurring services shall be invoiced after the service has been provided.
- (5) Unless otherwise agreed, invoiced amounts are due for payment without deduction within 14 days of receipt of the invoice.
- (6) The Client shall be in default if the payment deadline stated on the invoice or the agreed payment deadline is not met. In the event of default, the contractor is entitled to charge default interest at a rate of 9 percentage points above the base interest rate. Furthermore, the contractor reserves the right to suspend services to be rendered on a regular basis in the event of default without losing the right to the agreed counter-performance of the client.

§ 5 Duty of cooperation of the Client

- (1) The scope of the service to be provided by the contractor shall be defined by the scope described in the order. The Client shall provide the Contractor with the information, content, access, passwords and documents required for the creation of the service in the agreed form on its own responsibility no later than at the time specified in the contract and shall - insofar as necessary - create all technical prerequisites and grant access which are required for the Contractor to provide the service. The Client shall be obliged to provide complete and correct information, data, works and accesses made available by it for the purpose of the performance of the order.
- (2) The Client shall appoint a qualified employee who is available as a contact person and is authorised to make the decisions necessary for the execution of the contract.
- (3) The client assures that he is the owner of the rights to material supplied by him (image files, logos, texts, other content) and that this is free of third-party rights (e.g. copyright, trademark or personal rights) and does not violate legal provisions.
- (4) If the Client does not provide content contrary to the agreement, the Contractor shall be entitled to use image material from common providers or to use placeholders.
- (5) Additional expenses and costs incurred by the Contractor because the Client does not comply with its duties to cooperate shall be remunerated or reimbursed by the Client.
- (6) The Client assures that if a domain exists - via which the website to be created is accessible after completion and online placement - he is also the domain owner.

§ 6 Delivery periods; force majeure

- (1) Delivery deadlines are binding if they have been recorded in writing in the offer or in a contract for the execution of the order and required information and data have been provided by you in good time.
- (2) All delivery and performance deadlines shall apply subject to trouble-free production and the timely fulfilment of the customer's cooperation obligations. They shall be extended appropriately in the event of force majeure, in particular in the event of natural disasters, fire, flood, war, epidemics, pandemics, quarantine and other government measures or if the Principal does not fulfil its obligations in due time.
- (3) If, in the event of force majeure, the performance of the service is not possible even with a delay, the contractor shall be released from the obligation to perform without having to pay any compensation for this.

§ 7 Warranty for material defects in the case of work performance

- (1) The Contractor warrants that the work created has been created in accordance with the contract and does not have any defects that nullify or reduce the value or its suitability for the use assumed under the contract or for the usual use. If the object of the performance owed is the development of an app, the Contractor warrants in accordance with the statutory provisions that the app meets the requirements, has the functionalities agreed therein and is suitable for the defect-free use of all necessary functions.
- (2) The Contractor shall provide warranty by rectifying the defect, whereby it shall be entitled to at least two attempts, or by delivering a defect-free work.
- (3) The warranty period for entrepreneurs is 12 months and commences with the complete acceptance.

(4) This shortening of the limitation period shall not apply to claims resulting from intent, gross negligence or injury to life, limb or health by the Contractor.

(5) The Contractor shall not be liable for a specific business success through the use of the Application. To the extent permitted by law, liability for loss of profit and consequential damages is excluded.

§ 8 Acceptance for work performance

(1) The Client shall inspect the Contractor's services after they have been handed over to him and declare acceptance in writing to the Contractor no later than 14 days after handover, unless the work is defective. In this case, the Client shall specifically name the defect and notify it in writing. Acceptance may not be refused due to insignificant defects.

(2) If the Client has not expressly refused acceptance within the period of 14 days by naming a specific defect in writing, the Contractor's performance shall be deemed to have been accepted. This shall not apply if the defect is hidden.

§ 9 Term and termination

(1) Contracts with an indefinite term may be terminated with one month's notice to the end of the quarter.

(2) Contracts with a fixed term may be terminated at the end of the initial term agreed in the contract or any subsequent automatic extension of the contract by giving one month's notice to the end of the month. The date of receipt by the contracting party shall be decisive for compliance with the notice period.

(3) The parties shall be entitled to terminate the contract for good cause. Good cause shall be deemed to exist in particular if the Client is in arrears with two consecutive payments, insolvency or composition proceedings have been instituted against the Client's assets or the Client breaches material provisions of these GTC.

(4) Any termination must be in text form.

§ 10 Data protection; Confidentiality

(1) The Parties shall comply with the applicable data protection provisions applicable to them in each case.

(2) If and to the extent that the Contractor has access to personal data of the Client in the context of the provision of services, the Parties shall conclude a corresponding order processing agreement prior to the start of the processing. In this case, the Contractor shall process the relevant personal data solely in accordance with the provisions set out therein and in accordance with the Client's instructions.

(3) The Parties shall exchange confidential information under this Agreement. Confidential information is information that is marked as confidential or whose confidentiality results from the circumstances, regardless of whether it was communicated in written, electronic, embodied or oral form. The contracting parties will use such information exclusively in the sense of the present contract and keep it secret from third parties. They will ensure that unauthorised access to such information is not possible for third parties. These obligations shall remain in force even after termination of the contract.

(4) Confidential information may only be passed on to third parties if it is indispensable for the performance of this contract. In this case, the disclosing contracting party must obtain a written confidentiality undertaking from the third party before disclosure. The scope of this confidentiality agreement must correspond to the standard set out herein.

(5) The confidentiality obligation shall not apply if a party is obliged to disclose the confidential information by law or on the basis of a final or non-appealable decision of an authority or court.

§ 11 Rights of use

(1) "Work results" may be all works created by the Contractor's activities under this contract, in particular documents, project sketches, presentations, graphic representations, source codes, software designs, software architectures and their drafts. In case of doubt, the individual agreement between the parties shall determine what constitutes "work results" in each individual case.

(2) Upon payment in full, the Contractor shall grant the Client the exclusive, irrevocable, transferable and sub-licensable right to use the work results created by it for all known and unknown types of use, unlimited in terms of space, time and content, for all types of use, in particular for their reproduction, dissemination, exploitation and processing, as well as the sole and unrestricted ownership of those work results for which such a right can be established and transferred. If a right of ownership can be established and transferred to work results, the Contractor shall also grant this to the Client at the time of their creation.

(3) The parties agree that the contractor is entitled to be named as the author on the website.

(4) Paragraphs 1 to 3 shall apply unless the parties conclude overriding individual contractual agreements.

§ 12 Exclusion of liability for processed software

To the extent permitted by law, liability of the Contractor for software processed by the Client is excluded.

§ 13 Exemption

(1) The Client warrants that it is the owner of all intellectual property rights (e.g. copyrights and trademarks) in all content provided to the Contractor or that it has acquired all rights in such content necessary to use and edit the content or to grant third parties rights of use in relation to its content.

(2) The Client shall indemnify the Contractor against all claims asserted by third parties against the Contractor due to infringement of their rights by content handed over or made available by the Client within the scope of the order. The Client shall bear the costs of the Contractor's necessary legal defence, including all court costs and lawyers' fees in the statutory amount. This shall not apply if the Client is not responsible for the infringement.

§ 14 Liability

(1) The Contractor shall be liable to the Client in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

(2) In other cases, the Contractor shall only be liable - insofar as not otherwise regulated in para. 3 - in the event of a breach of a contractual obligation, the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which you as the Client may regularly rely (so-called cardinal obligation), and this shall be limited to compensation for the foreseeable and typical damage. In all other cases, the Contractor's liability is excluded subject to the provision in para. 3.

(3) Liability for damages arising from injury to life, limb or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.

(4) The restrictions of paragraphs 1 and 2 shall also apply in favour of the Contractor's legal representatives and vicarious agents if claims are asserted directly against them.

(5) The contractor shall be liable exclusively for all main services rendered to us. He is not liable for data (e.g. texts, images) provided by the client. Or for services provided by third parties that may be part of an order. The client is not liable for the up-to-dateness of the imprint, data protection and cookie banner when creating websites or software applications.

§ 15 Copyrights, rights of use and other rights

(1) We have copyrights to all pictures, films and texts published on our website. Use of the images, films and texts is not permitted without our express consent.

(2) You will only receive the respective right of use after full payment for a service. Ownership rights will only be granted to you with our written consent, as well as against payment of a fee.

(3) Elements which we use for your website, such as buttons, may be used for all clients. There are no "exclusive rights" to them.

§ 16 Self-promotion

(1) Unless otherwise agreed, the Parties agree that the Contractor is entitled to present the Client and projects carried out by it for the Client to the public in an appropriate manner for the purpose of self-promotion. In particular, the contractor is entitled to advertise the business relationship with the client and to refer to himself as the author on all advertising materials and in all advertising measures. The Client shall not be entitled to any remuneration for this.

(2) The Contractor is also entitled to include references to its company as well as hyperlinks to its website when creating a website or software application without the Client being able to claim remuneration for this.

§ 17 Applicable law and place of jurisdiction

(1) The Client may only offset against the Contractor's claims with undisputed or legally established claims. He may only exercise a right of retention if his counterclaim is based on this contract.

(2) Amendments and supplements to this agreement, including any annexes thereto, must be made in writing, whereby this clause can only be waived in writing. Verbal collateral agreements do not exist.

(3) The place of performance, provided that each party is a merchant or a legal entity under public law, shall be at

the Contractor's registered office in Munich.

(4) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(5) If the Client is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Client and the Contractor shall be the Contractor's registered office in Munich. Otherwise, the applicable statutory provisions shall apply to the local and international jurisdiction.

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