

# General Terms & Conditions (GTC)

## Preamble

By logging on to *TechAdvance™ Online*, *The User* (*The User* is the individual or legal entity responsible for purchasing and using the software) accepts the following *General Terms and Conditions* (hereinafter the "GTC") for using *TechAdvance™ Online*.

The license to use TechAdvance™ Online is being offered by *apprimo* UG (haftungsbeschränkt) as a nonexclusive and non-transferable license to *The User* for use only by *The User* (not for use by other individuals or legal entities. For further information refer to 4.3).

*apprimo* offers *apprimo* services under various top-level domains (techadvance.de, techadvance-online.com, etc.), as well as various sub-domains and aliases of these domains. All websites on which *apprimo* provides *apprimo* services are hereinafter referred to as "*apprimo websites*".

These GTC shall govern the contract relationship between the *The User* and *apprimo*, irrespective of which *apprimo* Website *The User* is registered with or logged on to.

*The User* enters into this agreement on the use of *apprimo* Services with *apprimo* UG (haftungsbeschränkt), with address: An der Kleimannbrücke 13, 48157 Münster. Additional contact information, commercial registry data, as well as the name of the authorized representative of *apprimo* UG (haftungsbeschränkt) can be found under "Imprint", "Impressum" or "Legal notice" on the *respective apprimo website*.

The services provided by *apprimo* are intended exclusively for persons of legal age.

*The User* can call up, print out, download and or save these General Terms and Conditions at any time, even after the agreement has been closed, under the "*Terms & Conditions*" link that appears on all *apprimo websites*.

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## 1 Subject matter

- 1.1 *apprimo* offers registered users access to different contents and products of *apprimo*.
- 1.2 Any use of the services and contents offered on the *apprimo websites* beyond the scope of options provided by *apprimo* requires the prior written consent of *apprimo*. This license does not allow *apprimo websites* from being used by multiple organisations
- 1.3 *apprimo* warrants all data and information, which were provided by The User, treat as strictly confidential.
- 1.4 *The User* acknowledges and agrees that it is technically impossible to achieve 100% availability of the *apprimo websites*. *apprimo* shall nonetheless endeavour to keep *apprimo websites* available without interruption. Events related to maintenance, security or capacity requirements, and/or events beyond *apprimo's* control (e.g. disruptions in public communication networks, power failures etc.),

may result in brief malfunctions or temporary interruptions of the services provided on *apprimo websites*.

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## 2 Registration, and representations and warranties upon registration

- 2.1 *The User* must register prior to using any of the services on the *apprimo websites*.
- 2.2 *The User* warrants and represents that all of the data provided by *The User* for registration is accurate and complete. *The User* shall report any changes in the registration data to *apprimo* without undue delay.
- 2.3 *The User* shall not use pseudonyms or pen names.
- 2.4 *The User* shall choose a password upon registration. *The User* is obliged to keep this password secret. *apprimo* shall not disclose the password to any third party and *apprimo* shall not ask for *The User's* password at any time.
- 2.5 By completing the registration process, *The User* consents to enter the agreement to use the services of the *apprimo websites*. *apprimo* accepts this offer by activating the membership for the use of services on *apprimo websites*. The agreement takes effect with the aforementioned acceptance by *apprimo*.

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## 3 Right of cancellation for consumers

- 3.1 If you as *The User* are registered at *apprimo* for a purpose that is not related to either your commercial or professional freelance activity, the following provisions apply to you as a consumer in the sense of Par. 13 of the BGB (German Civil Code):
- 3.2 Right of cancellation - You may cancel your contractual agreement with *apprimo* in writing (e.g., by letter, or email) within fourteen (14) days without stating a reason. The two-week period begins upon receipt of these instructions, but not before the contract has been executed, and also not prior to our fulfilment of our informational duties as per Par. 246 (2) in connection with Par. 1 (1 and 2) EGBGB, as well as our duties as per Par. 312e (1) line 1 BGB in connection with Par. 246 (3) EGBGB. The contract can be cancelled by sending timely notification to:

apprimo UG (haftungsbeschränkt)  
An der Kleimannbrücke 13  
48157 Münster  
FON: +49 251 2024 512  
Email: mail@techadvance-online.com

- 3.3 Consequences of cancellation - In the event of a valid contract termination, services and fees provided by both parties are to be returned, and any economic advantages gained (e.g. interest) are to be repaid. If you are not able to return the services rendered fully or in part, or only in a lesser form, you are obligated to reimburse us for the value lost. This can mean that you are required to fulfil the contractual payment obligations for the time period until cancellation. Obligations to

reimburse costs must be fulfilled within 30 days. This period begins for you when you send your contract termination, for us when we receive it.

- 3.4 Additional information - *The User's* right of cancellation lapses before the end of the right of cancellation period if the contract has been completely fulfilled to the satisfaction of both parties before *The User* exercises his or her right of cancellation.

End of right of cancellation.

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## 4 Obligations of *The User*

4.1 *The User* is obliged to comply with all applicable legislation, and respect all third-party rights.

4.2 *The User* is prohibited from the following:

- › Employing any mechanisms, software or scripts when using *apprimo websites*. However, *The User* may use the interfaces or software provided by *apprimo* within the scope of the services available on the *apprimo websites*.
- › Blocking, overwriting, modifying and copying of any contents of the *apprimo websites*, unless said actions are necessary for the proper use of the services on the *apprimo websites*. For example, the use of the "Robot/Crawler" search engine technology is not required for proper use of the services, and is therefore prohibited.
- › Distributing or publicly disclosing the contents of any of the websites of *apprimo*.
- › Performing any actions which may impair the operability of *apprimo's* infrastructure, particularly actions which may overload said infrastructure.

4.3 Further, *The User* is prohibited to permit other individuals and legal entities to use their *apprimo website* license in any way,. This prevents the use of *apprimo websites* for the purposes of consulting, coaching or other forms of external assistance without express written permission from *apprimo*. For purposes of consulting, coaching or other forms of external assistance, a negotiable fee is due.

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## 5 Changes to the services on *apprimo websites*

5.1 *apprimo* reserves the right to modify the services offered on the *apprimo websites* and/or to offer services different from those offered at the time of *The User's* registration at any time, unless this is unreasonable for *The User*.

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## 6 Term and termination of license, reimbursement of advance payments

6.1 The license shall be valid for the period of one (1) year starting as of the date that the confirmation email (with username and password) are sent to *The User* via email. After this term, the license will be automatically extended in yearly increments, unless terminated in due time by *The User* or *apprimo*. *The User* and *apprimo* may each terminate without cause the license at the end of the initial term, or to the end of any renewal period after said minimum term expires, by giving notice of fourteen (14) business days. Furthermore, both *The User* and *apprimo* may deliver termination of the license by sending a letter or email. The termination notice shall include *The User* name of *The User*

and an email address of *The User* registered on the *apprimo websites*. The provisions of this section 6.1 shall not affect the right of both parties to terminate the agreement for good cause.

- 6.2 A good cause is defined as an event which makes it unacceptable for *apprimo* to continue the agreement to the end of the termination period, taking into account all circumstances of the individual case and weighing the interests of *apprimo* against *The User's*. A good cause includes any the following events:
- › If *The User* fails to comply with any applicable legal provisions
  - › If *The User* breaches a contractual obligation, in particular an obligation set forth in sections 2 and 4 of these GTC
  - › If *The User* causes harm to any other user(s)
- 6.3 In the event of a good cause in accordance with section 6.2 and notwithstanding *apprimo's* right to terminate the contract in accordance with section 6.2, *apprimo* is entitled to:
- › Issue a warning, or
  - › Block *The User's* access to the services on the *apprimo websites*.
- 6.4 In the following cases, *The User* shall not be entitled to claim reimbursement of any advance payments:
- › If *apprimo* has terminated the contract for good cause pursuant to section 6.2,
  - › If *apprimo* has blocked *The User's* access in accordance with section 6.3, or
  - › If *The User* has terminated the agreement. However, *The User's* right to claim reimbursement of any advance payments shall not be excluded in this case if *The User* has terminated the agreement for a good cause attributable to *apprimo*.
- 6.5 In the case of any termination of the license, the user will be provided with his/her data upon request.

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## 7 Responsibility for *The User's* Content, Data or other Information

- 7.1 *The User* may report any activities of any other user which violate applicable laws and/or any of the terms and conditions of these GTC (including the use of pseudonyms or false identities) using the contact information under sector 3.2.

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## 8 Customer Service/Support

- 8.1 Queries regarding agreement with *apprimo* or regarding *apprimo* services can be sent by the customer to *apprimo* using the contact information under sector 3.2.

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## 9 Liability of *apprimo*

- 9.1 Whatever the legal grounds, liability for damage claims based only on ordinary negligence against *apprimo* (including its vicarious agents) shall exist only if *apprimo* breaches a basic/cardinal obligation under this agreement. A cardinal obligation is an obligation *The User* can expect to be met, and

which fulfilment is a prerequisite to the ordinary execution of the contract. In this event, the amount of claims is limited to typical and foreseeable damages.

- 9.2 Limits shall not apply to the extent damages are covered by *apprimo's* business liability insurance, provided the insurance company has effected payment to *apprimo*. *apprimo* undertakes to maintain the insurance coverage existing at the time this agreement is concluded.
- 9.3 This shall not affect personal injury and property damage claims based on the German Product Liability Act. Furthermore, the above liability exclusions and limitations shall not apply in the event of the assumption of express guarantees by *apprimo* or its vicarious agents, or given the lack of promised features.

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## 10 Indemnity

- 10.1 *The User* shall indemnify and exempt *apprimo* from all actions, including damage claims, asserted by other users or third parties against *apprimo* resulting from an infringement of their rights by the contents posted by *The User* on *apprimo websites*. Furthermore, *The User* shall indemnify and exempt *apprimo* from all actions, including damage claims, asserted by other users or third parties against *apprimo* resulting from an infringement of their rights regarding the use of the services on *apprimo websites* by *The User*. *The User* assumes all reasonable costs *apprimo* incurs due to an infringement of third party rights, including all reasonable legal defence costs. All other rights, including damage claims by *apprimo*, are hereby unaffected. *The User* has the right to prove that *apprimo* incurred lesser charges than claims made.

The aforementioned obligations shall not apply to the extent *The User* is not responsible for the infringement.

- 10.2 In the event the contents posted by *The User* infringes any rights of any third party, *The User* shall, at its own expense and at *apprimo's* discretion, either obtain the right to use said contents or render said contents free of any infringement. In the event *The User* infringes third-party rights when using the services of *apprimo websites*, *The User* shall discontinue such use that violates these General Terms and Conditions and the law, if so requested by *apprimo*.
- 10.3 *apprimo* assumes no responsibility for errors, inaccuracies, or omissions that may appear in this software. *apprimo* reserves the right to change this software at any time without notice.
- 10.4 The *apprimo websites* are provided "as is" with no warranties whatsoever; *apprimo* does not, either expressed, implied or statutory, make any warranties, claims or representations with respect to the software, including, without limitation, warranties or conditions of quality, performance, non-infringement, merchantability, or fitness for use for a particular purpose. *apprimo* further does not represent or warrant that *apprimo websites* will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free or will operate without loss.

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## 11 Data Protection

- 11.1 *apprimo* recognizes that any data provided by *The User* to *apprimo* is extremely important to *The User*, and *apprimo* shall therefore be particularly sensitive in handling such data. *apprimo* shall

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comply with all applicable legal provisions regarding data protection (German Data Protection Laws, European Data Protection Directives and any other applicable data protection legislation). In particular, *apprimo* shall not provide or otherwise disclose any personal data of *The User* to any third party without authorization.

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## 12 Copyright

12.1 All rights reserved. No part of the content within the *apprimo websites* may be reproduced in any form, including access to the source code, without the prior written consent of *apprimo*. The information contained in the *apprimo website* is confidential and proprietary to *apprimo* and may not be used or disclosed except as expressly authorized in writing by *apprimo*.

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## 13 Final Provisions

- 13.1 *apprimo* reserves the right to amend these GTC at any time, without giving reasons, unless an amendment is unreasonable to *The User*. *apprimo* shall give due notice of any amendments of these GTC to *The User*. If *The User* does not object to the applicability of the revised GTC within six (6) weeks after receipt of said notice, the amended GTC shall be deemed to be accepted by *The User*. *apprimo* shall inform *The User* about *The User's* right to object and of the relevance of the objection deadline in said notice.
- 13.2 Unless otherwise stated in these GTC, *The User* may submit all notices to using the contact information under sector 3.2. *apprimo* may send notices to *The User* by email, fax or post to the addresses given in *The User's* current contact data in his or her user account.
- 13.3 If any provision of these GTC is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 13.4 The place of performance under these GTC shall be *apprimo's* main place of business.
- 13.5 Place of jurisdiction for merchants within the scope of the German Commercial Code (HGB) shall be the main place of business of *apprimo*.
- 13.6 These GTC and the contractual relationship shall be governed by German Law, excluding international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods that have been adopted by German Law.