

General Terms and Conditions - Event Fundraising Behm
General Terms and Conditions for the online auction platform
(As of: 14/09/2020)

Contractual partner

Event Fundraising Behm
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Section 1 Scope

- (1) For the purposes of these General Terms and Conditions, (i) Consumers are any natural persons who enter into a contract for a purpose which can be attributed primarily to neither their commercial nor freelance professional activities (Section 13 BGB [German Civil Code]) and (ii) an "Entrepreneur" is any natural person, legal entity, or legal partnership entering into a contract as part of their commercial or freelance professional activities (Section 14 Art. 1 BGB [German Civil Code]).
- (2) Our deliveries and services are based exclusively on these General Terms and Conditions. These constitute a part of all contracts which we conclude with persons participating in the online auction (hereinafter referred to as "Participants").
- (3) Deviating conditions of the Participant or third parties shall not apply if and insofar as we do not expressly recognise them in writing. Our silence on deviating conditions of this kind shall in particular not constitute acknowledgment or approval, including with regard to future contracts. The exclusion of the general terms and conditions of the Participant shall also apply if they do not contain any separate regulation for individual points of regulation.

Section 2 General

- (1) The platform is an online auction platform operated by Event Fundraising Behm on which items and vouchers (for traveling, experiences and services of any kind) are sold to registered Participants in hidden auctions. The contractual partner is Event Fundraising Behm.
- (2) The vouchers must be used during their period of validity. Once they have expired, they cannot be reimbursed or used in any way.
- (3) The vouchers are issued on the name of the Participant. The only person entitled to receive the voucher is thus the person named on the voucher.
- (4) The net proceeds of the auction are used for charitable purposes.
- (5) The offers on the platform are made "as is" and as described in the individual offer.
- (4) We highlight that these are not auctions within the meaning of Section 34b GewO [German Trade Regulations Act].

Section 3 Use of the platform

- (1) We operate the platform and provide the technical tools to facilitate online auctions from a technical standpoint. We offer the use of the platform with an average total availability of 95% per day. When calculating the actual availabilities, downtimes which are not attributable to us are considered to be available times. These harmless instances of downtime constitute
 - a) maintenance services or other services coordinated with the Participants which render access to the platform impossible;
 - b) downtimes due to virus or hacker attacks, insofar as we have taken the agreed or, in the absence of an agreement, standard protective measures;
 - c) downtimes due to the installation of urgently needed security patches;
 - d) downtimes caused by third parties (persons not associated in any way with us).

We will endeavor to remove interferences promptly. There is no entitlement to the restoration of the usability of the platform if the agreed availability is ensured.

- (2) We have made the platform available with the services described in these General Terms and Conditions to Participants free of charge.
- (3) There is no entitlement to admission to the platform.
- (4) Copying, distributing, using in any other way or reproducing the content stored on the platform without prior consent from us except for own use as part of your participation in the auction is not permitted.
- (5) Participants are prohibited from using tools which could impair the functionality of the platform in connection with the use thereof. The use of automated data processing procedures for submitting bids (eg "sniper" software) is in particular not permitted.
- (6) The items presented are divided into categories and then displayed in a random order within their categories. The items are therefore ranked randomly and with no parameters being used.

Section 4 Registration

- (1) Participation in auctions (all auctions managed by us) shall require registration entailing consent to these general terms and conditions being given.
- (2) Registration is free.
- (3) The Participant must give their name and email address. The Participant must then select a user name and password. In order to participate in auctions, a mobile phone number must also be provided. The information provided by the Participant must be complete and correct. The use of pseudonyms or names of third parties is not permitted.
- (4) Having registered, the Participant will receive a verification code sent to the specified mobile phone number. They must enter this as part of the registration process. This will conclude registration.
- (5) Only Participants over the age of 18 may register and use the platform. The Participant is not entitled to have more than one bidder account.
- (6) The Participant is obliged to keep their access data secret; forwarding this to third parties is not permitted. The use of the user account by third parties - including for the purpose of bidding - is not permitted. The Participant shall otherwise be liable for damage caused by the third party unless the Participant is not responsible for the misuse of their bidder account because they did not violate their duty of care. Should the Participant become aware of indications that their bidder account has been misused by unauthorised persons, the Participant is obliged to inform us immediately.

Section 5 Deregistration, termination, blocking

- (1) The Participant can deregister their bidding account at any time by writing us an email. The deregistration of the bidder account shall result in the immediate deletion of the bidder account. Unsubscribing shall have no effect on bids which have already been submitted.
- (2) We are entitled to exclude a Participant from using the platform and thus from the possibility of making bids if the Participant violates these General Terms and Conditions, in particular
 - a) if, contrary to Section 4, they have provided incorrect or incomplete information,
 - b) if the participant violates Section 3 para. 4 or 5 by manipulating or using content improperly,
 - c) if the Participant's bidder account is used by a third party and the Participant violated their duties of care, and in particular violated Section 4 para. 7.
- (3) In the event of exclusion from the platform in accordance with para. 2 the Participant is not entitled to reregister.

Section 6 Offer and conclusion of contract

- (1) The items and vouchers posted represent an invitation to submit a bid; the minimum bids and guide values shown are not binding offers. Bids below the minimum bid cannot be submitted.
- (2) Bids are submitted by entering the bid amount and clicking the "submit bid" button. Alternatively, the Participant can also submit the bid by phone or email.
- (3) The auction takes place in the form of a silent auction, that is to say, Participants submit their bids without knowing the offers of other Participants (also hidden auction). Each Participant can submit multiple bids per item/voucher.
- (4) **The Participant can place their bid from Friday, 20/11/2020, 16:00 to Tuesday, 24/11/2020, 22:00.**

- (5) In submitting the bid, the Participant is submitting a binding declaration of intent to conclude a purchase contract, accepting these General Terms and Conditions.
- (6) The contract shall be concluded when the bidding period has elapsed in accordance with para. 4 and the Participant is the highest bidder. If two or more Participants placed the same maximum bid amount, the contract shall be concluded with the Participant who submitted the highest bid first.
- (7) Should the highest bid be ineffective for legal reasons at the end of the bidding period, a contract shall be concluded with the Participant who submitted the highest effective bid.
- (8) Several items in the auction can be obtained multiple times. In this case, the contracts for the number of items available shall be concluded with the highest bidders.
- (9) After submitting the bid, the Participant shall receive an automatically generated SMS from us to the mobile phone number provided by them, as well as an automatically generated email showing receipt of the bid as well as the bid amount and the bid item (confirmation of receipt). These confirmation of receipt notifications shall not constitute an acceptance of the contract.
- (10) The Participant can view, save and/or print these General Terms and Conditions at any time. The Participant can view their bids at any time in their user account.
- (11) The Participant shall be informed by telephone on 25/11/2020 as to whether they are the highest bidder. The highest bidder shall also receive a notification email containing all relevant information as to the previous auction to the email address provided by them.
- (12) The text of the contract (the bid) shall be saved by us and is accessible by the Participant via the options listed in para. 10 and 11.
- (13) Information from us regarding the service (such as dimensions, data, etc.) and our representations of this (such as drawings and images) shall only be approximately authoritative, unless usability for the contractually intended purpose requires exact conformity. These are not guaranteed characteristics, rather they are descriptions or identifications of the service.
- (14) In the event that an item is purchased in the form of a service, the Participant is obliged to identify themselves as the person entitled to it by presenting a valid official photo ID when requested to do so.
- (15) The language of the contract shall be German and English. In the event of deviations between the German and English versions of the offers or these General Terms and Conditions, the German version shall take precedence.

Section 7 Prices and payment

- (1) The bid price of the auction shall be understood as the final price. Insofar as items are acquired in an auction, the final price shall also include any delivery and shipping costs which may arise. The Participant shall bear the costs of shipping abroad. An overview of the shipping costs can be found at the "shipping costs" link.
- (2) Payment shall be made after consultation with us in accordance with the agreed payment method (online transfer via Sumup or advance payment).
- (3) The payment of the Participant for the purchase of an item/voucher shall become due from the time of receipt of the notification email about the successful purchase.

Section 8 Delivery and time of delivery

- (1) The delivery shall be made within 14 days after payment has been received. Should we fail to meet an agreed delivery date, the Participant must set us a reasonable grace period, which may in no case fall short of two weeks insofar as this is not unreasonable.
- (2) All delivery periods specified by us in the order or otherwise agreed shall commence on the day the final price is received in full.
- (3) Our compliance with any shipping deadline shall be measured solely by the day on which we hand over the goods to the shipping company.
- (4) We shall not be liable if delivery is either not possible or delayed insofar as this is due to

- a) force majeure (such as civil unrest, pandemics, acts of terrorism, strikes/lockouts, natural disasters, acts of war, difficulties in obtaining material, local power outages, accidents, and difficulties in obtaining any necessary official permits),
- b) the presence of viruses and other attacks by third parties on our IT system despite the fact that we have taken state-of-the-art protective measures, or
- c) hindrances due to German, US and other applicable national, EU or international foreign trade law provisions or due to other circumstances for which we are not responsible.

Should the ordered goods be unavailable as a result of the aforementioned events in sentence 1 and we are not responsible, the Participant shall be informed immediately that delivery is not possible. If such events render the delivery or service impossible for us and the hindrance is not merely temporary in duration, we are entitled to withdraw from the contract unless we have taken on the procurement risk. In the event of temporary hinderances, delivery or service deadlines shall be extended or the delivery or service dates postponed by the duration of the hindrance plus a reasonable start-up period.

- (5) If a delivery or service date has been bindingly agreed and, due to events in accordance with para. 4 sentence 1, exceeds the agreed delivery or performance date by more than four weeks or, in the case of a non-binding performance date, adherence to the contract is objectively unreasonable for the Participant, the Participant is entitled to withdraw from the contract on the basis of the part that has not yet been fulfilled. In the event of withdrawal by the Participant and/or by us, the service already provided shall be reimbursed immediately. Should this occur, the Participant shall have no further claims, in particular claims for compensation of damages.
- (6) If we fall behind with a delivery or service or if implementing a delivery or service becomes impossible, for whatever reason, our liability shall be limited to compensation of damages in accordance with Section 12 of these General Terms and Conditions.

Section 9 Shipping, transfer of risk

- (1) Unless expressly agreed otherwise, we will determine the appropriate shipping method and carrier at our reasonable discretion.
- (2) Should the Participant be a Consumer, the risk of accidental destruction, accidental damage or accidental loss of the delivered goods shall be transferred to the Participant at the time the goods are delivered to the Participant or the Participant is in default of acceptance. In all other cases, the risk shall be transferred when the goods are delivered to the Participant by the carrier.
- (3) Should the Participant be an Entrepreneur, the risk of accidental loss and accidental deterioration of the goods shall be transferred to the Participant upon the delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to make the delivery.
- (4) The risk shall be transferred to the forwarding agent, carrier or other third parties designated to make the delivery to the Participant at the latest upon handover of the delivery item (whereby the commencement of the loading process is decisive) to the Participant. This shall also apply to partial deliveries made or if we have agreed to take on additional services (such as shipping). Should the delivery or handover be delayed as a result of a circumstance for which the Participant is responsible, the risk shall be transferred to the Participant from the day on which the delivery item is ready for delivery and we have notified the Participant of this.
- (5) Should the delivery be impossible due to a circumstance for which the Participant is responsible, or if the Participant is in default of acceptance, the Participant shall bear the costs of a further delivery.

Section 10 Right of withdrawal

Note: The following right of withdrawal shall only apply to Consumers in accordance with Section 13 BGB.

Withdrawal policy

The right of withdrawal

You are entitled to withdraw from this contract within fourteen days without stating any reasons. The withdrawal period shall comprise fourteen days from the day on which you, or a third party designated by you, other than the Sponsor, take(s) possession of the goods.

Event Fundraising Behm

Owner: Sabrina Behm

Hans-Henny-Jahnn-Weg 56

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Withdrawal form

(Should you wish to withdraw from the contract, please fill out this form and send it to us.)

Event Fundraising Behm
Owner: Sabrina Behm
Hans-Henny-Jahnn-Weg 56
22085 Hamburg
Email: info@event-fundraising-behm.com
Phone: +49 (40) 32510725

I/we am/are hereby withdrawing from the contract concluded by me/us on the purchase of the following goods:

Ordered on: _____ received on: _____

Name of the consumer: _____

Address of the consumer: _____

Signature of the consumer

Section 11 Rights arising from product defects

- (1) In the event of a material defect in the purchased item, the statutory provisions shall apply, unless otherwise agreed below.
- (2) The following shall apply for companies only: The Participant must carefully examine the goods immediately after they have been sent. The delivered goods shall be deemed to have been approved by the Participant if a defect (i) is not reported within five working days after delivery where an obvious defect is present or (ii) immediately after discovery

of the defect where hidden defects are present. Hidden defects must be reported to us at the latest within the warranty limitation period in accordance with Section 13. A complaint which has not been made in due time shall exclude any claim of the Participant arising from breach of duty due to material defect. This shall not apply in the case of willful, grossly negligent or fraudulent action on our part, in the event of injury to life, limb or health, the adoption of a guarantee of freedom from defects, or a procurement risk in accordance with Section 276 BGB or any other statutory liability.

- (3) Claims for defects shall not exist should only insignificant deviations from the agreed quality be present or should the usability only be impaired in an insignificant manner. The above shall not apply in the event of willful, grossly negligent or fraudulent action on our part, in the event of injury to life, limb or health, the adoption of a guarantee of freedom from defects, or a procurement risk in accordance with Section 276 BGB or any other statutory liability.
- (4) If the Participant is a Consumer, they can first of all request subsequent performance, that is to say, should they wish this, subsequent delivery or removal of defects. We may refuse to remedy a defective product in the manner requested by the Participant if such remedy would result in unreasonable costs. Should the Participant be an Entrepreneur, however, we may choose whether we remedy the defect or deliver another product which is free from defects if we provide notice of our decision in writing (also by fax or email) to the Participant within three working days after receiving notification of the defects.
- (5) Should subsequent performance fail, the Participant can set a further reasonable grace period in writing. Should this also fail, should a subsequent improvement be unreasonable for the Participant, or should we refuse subsequent performance, the participant is entitled, in accordance with the applicable law, to withdraw from the contract, to reduce the price or to claim for compensation of damages or reimbursement of their wasted expenditure. The statutory cases of dispensability with setting a deadline shall remain unaffected.
- (6) The special provisions of Section 12 of these General Terms and Conditions shall also apply to claims by the Participant for compensation of damages.

Section 12 Liability

12.1 General

- (1) The following exclusions and limitations of liability shall apply for liability on our part for compensation of damages, regardless of the other statutory entitlement requirements.
- (2) We shall have unlimited liability for damages insofar as
 - a) these are due to gross negligence or intent,
 - b) we have given a guarantee regarding the quality of the goods,
 - c) these are to be replaced in accordance with the ProdHaftG [Product Liability Act],
 - d) these affect life, body or health, or
 - e) these are based on a culpable violation of essential contractual obligations.
- (3) Liability for simple and gross negligence as well as for the breach of essential contractual obligations shall also be limited to the damages foreseeable under a typical contract which the Participant must have taken into account when the contract was concluded due to the circumstances known to them at the time and provided none of the other exceptions listed in para. 2 lit. b) to c) are present at the same time.
- (4) Liability for compensation of damages, regardless of their nature or the basis of the claim and including liability for negligence in concluding the contract, shall otherwise be excluded.
- (5) Strict liability on our part in accordance with Section 536a para. 1, 1st alternative BGB for defects already existing at the time when the contract was concluded shall be excluded. We shall not be liable for the Participant's lack of economic success.
- (6) The above exclusions and limitations of liability shall also apply in favour of employees, vicarious agents and other third parties whom we use to fulfill the contract.
- (7) The above regulations shall apply to all claims for compensation of damages (in particular to compensation of damages in addition to service and compensation in place of service), regardless of the legal reason, and in particular in the event of defects, breaches of obligations arising from the contractual relationship or tort. They shall also apply to claims for the reimbursement of wasted expenditure.
- (8) The above provisions shall not imply a change in the burden of proof to the detriment of the Participant.

12.2 Liability for delay

Should the Participant suffer damage due to a delay for which we are responsible, they are entitled, excluding further claims, to claim compensation for the delay (including reimbursement of wasted expenditure). For each week of delay which commences, this shall amount to 0.5% of the net remuneration for the delayed delivery of the goods and/or service as a whole, but no more than 5% of the net remuneration for the overall delivery and/or overall service which, as a result of the delay, is delivered by us in a manner which is either not timely or is not in accordance with this contract. Further compensation for the damages caused by delay is excluded. This shall not apply in the case of willful, grossly negligent or malicious action on our part, in the case of claims due to injury to life, limb or health, in the case of an agreed fixed delivery date in the legal sense, the adoption of a performance guarantee or procurement risk in accordance with Section 276 BGB, and in the case of statutory liability.

12.3 Liability due to impossibility

We shall be liable should performance be impossible in cases of willful intent or gross negligence on our part or that of a representative or vicarious agent, and in the event of culpable injury to life, limb or health in accordance with the statutory provisions. In cases of gross negligence, however, should performance be impossible our liability shall be limited to the damages foreseeable under a typical contract unless another of the exceptions listed in clause 1 is also present. Outside of the cases from clause 1 and clause 2, our liability to compensate damages due to impossibility and reimburse wasted expenditure shall be limited to a total of 10% of the value of the service which has been rendered impossible. Further claims of the Participant based on impossibility of delivery shall be excluded - including after the expiry of any deadline we have set for performance. The right of the Participant to withdraw from the contract shall remain unaffected. The above provisions shall not imply a change in the burden of proof to the detriment of the Participant.

Section 13 Reduction of limitation periods (only for Entrepreneurs)

- (1) The limitation period for claims and rights based on deficiencies in services, regardless of the legal reason, shall be one year. This shall, however, not apply in the cases of Section 438 para. 1 no 1 BGB (defects of title in immovable property), Section 479 para. 1 BGB (right of recourse of the Entrepreneur) or Section 634a para. 1 no 2 BGB (structures or works whose success consists in the provision of planning or monitoring services to this end). The cases excluded in the above clause 2 shall be subject to a limitation period of three years.
- (2) The limitation period in accordance with para. 1 shall also apply to all claims against us for compensation of damages relating to the defect - regardless of the legal basis of the claim.
- (3) The limitation period in accordance with para. 1 and para. 2 shall apply with the following proviso:
 - a) The limitation periods shall in general not apply in the event of willful intent or fraudulent concealment of a defect or if we have given a guarantee for the quality of the object of the contract.
 - b) The limitation periods shall not apply to claims for compensation of damages based on a grossly negligent breach of duty or on a culpable breach - which does not consist of the delivery of a defective item or the provision of a defective performance of work - of essential contractual obligations; they shall also not apply cases of culpably caused injury to life, body or health or for claims under the German Product Liability Act. The limitation periods for claims for compensation of damages shall also apply to the reimbursement of wasted expenditure.
- (4) The limitation period for all claims pertaining to the performance of work shall commence upon acceptance.
- (5) Insofar as nothing else is expressly agreed, the statutory provisions on the commencement of a limitation period, the suspension of the expiry of the limitation period, and the suspension and resumption of limitation periods shall remain unaffected.
- (6) The above regulations shall apply accordingly to claims for compensation of damages which are not related to a defect; paragraph 1 sentence 1 shall apply for the limitation period.
- (7) The above provisions shall not imply a change in the burden of proof to the detriment of the Participant.

Section 14 Data protection

In the following passages we will inform you as to the collection of personal data in business transactions. Personal information is defined as any information which refers to you personally, such as your name, address, email addresses, payment data, and ordered goods.

14.1 Data controller and data protection officer

- (1) The data controller in accordance with Art. 4 para.7 GDPR is Sabrina Behm, Hans-Henny-Jahnn-Weg 56, 22085 Hamburg, info@event-fundraising-behm.com, phone: +49 (40) 32510725.

(2) The data protection officer is Dieter Grohmann, Beethovenstr. 23, 87435 Kempten, info@akwiso.de.

14.2 Information on data collection for the purposes of contract processing

- (1) The following information is collected when the Participant registers: name, email address, telephone number. If the Participant submits a bid, the following information is also collected: amount of the bid, item on which the bid is made.
- (2) The data is collected, stored and, if necessary, passed on by us insofar as it is necessary to hold the auction. We use the data in particular to identify the participant, to hold the auction, for correspondence and, if necessary, for processing contractual and non-contractual claims. Collection, storage and transfer is therefore carried out for the purposes of fulfilling the contract and on the basis of Art. 6 para. 1 clause 1 lit. b GDPR.
- (3) We are entitled in particular to transfer the Participant's data to third parties if and insofar as this is necessary to implement pre-contractual measures and fulfil either this contract in accordance with Art. 6 para. 1 lit. b GDPR or a legal obligation within the meaning of Art. 6 para.1 lit. c) GDPR, or to assert our legitimate interests in accordance with Art. 6 para. 1 lit. f) GDPR. Data can in particular be transmitted to our software developer (regarding the operation of the website) and the charitable organisation for the purpose of delivering the item or to the event agency for the purposes of providing the voucher service.
- (4) Should the Participant wish, payment can be made by online transfer via the provider SumUp Payments Ltd., 32-34 Great Marklborough St., W1F7JB, London, UK. The legal basis for forwarding data is Art. 6 para. 1 lit. a) GDPR. Data shall only be forwarded for payment purposes. If the Participant does not agree to this, they can also transfer the amount in advance (advance payment). SumUp's data protection provisions can be viewed at <https://sumup.de/datenschutzbestektiven/?prc=EUR3GPRINTERBUNDLE-s-EURAIRCRADLEBUNDLE49>.
- (5) The platform is operated by BID AID, 5 Wyatt House, Hensol Park, Hensol/Wales, Great Britain. The use of the platform goes hand in hand with the transmission of data to the operator of the platform. The legal basis for forwarding data is Art. 6 para. 1 lit. f) GDPR. Use of the platform to hold the auction serves as the legitimate interest.

14.3 Storage period

Personal data collected will be stored until the end of the legal obligation to store it for merchants (6, 8 or 10 years after the end of the calendar year in which the contractual relationship was terminated) and then deleted. This shall not apply in exceptional cases if we are obliged to store data for a longer period due to tax or commercial storage obligations (in accordance with HGB [German Commercial Code], StGB [German Criminal Code] or AO [German Fiscal Code]) or if the Participant has consented to further storage.

14.4 Rights

- (1) The Participant has the right to request information from us at any time as to the personal data we have stored about them (Art. 15 GDPR). They may also request information about the recipients or categories of recipients with whom this data has been shared and the purpose of the storage.
- (2) The Participant also has the right, under the conditions of Art. 16 GDPR, to request the correction of incorrect or incomplete data and/or, under the conditions of Art. 17 GDPR, the deletion of stored data. Data can only be deleted, however, if its processing is not necessary to exercise the right to freedom of expression and information, to fulfill a legal obligation, for reasons of public interest or to assert, exercise or defend legal claims.
- (3) The Participant has the right, under the conditions of Art. 18 GDPR, to request the restriction of processing insofar as they dispute the accuracy of their data, the processing is unlawful and we refuse to delete the data, they require the data to assert legal claims, or if they have lodged an objection to its processing.
- (4) The Participant can furthermore request a data transfer at any time under the conditions of Art. 20 GDPR.
- (5) If the data is being collected based on consent, the Participant can revoke their consent towards us at any time. We would therefore no longer be allowed to process this data in the future.
- (6) In the case of processing personal data to perform tasks in the public interest (Art. 6 para. 1 clause 1 lit. e GDPR) or to protect legitimate interests (Art. 6 para. 1 clause 1 lit. f GDPR), the Participant can object to the processing of personal data concerning them at any time with effect for the future. Should the Participant object to the processing of their data for these purposes, we will refrain from doing so unless,
 - a) there are compelling, legitimate reasons for processing which outweigh the interests, rights and freedoms of the Participant, or
 - b) the processing is necessary to assert, exercise, or defend legal claims.
- (7) All requests for information, revocations or objections to data processing must be sent by email to the addressee mentioned in clause 1. For further information, please refer to the full text of the GDPR. The Participant is also able to

send a complaint to the competent supervisory authority regarding data protection issues. The authority responsible for us is the Hamburg Commissioner for Data Protection and Freedom of Information, Ludwig-Erhard-Str. 22, 20459 Hamburg, www.datenschutz-hamburg.de.

Section 15 Dispute resolution/information according to the ODR, Section 36 VSBG [German Consumer Dispute Settlement Act]

The European Commission has made an Online Dispute Resolution (ODR) platform available, which can be found at <http://ec.europa.eu/consumers/odr/>. This online dispute resolution (ODR) option is intended to offer a simple, efficient, fast and cost-effective out-of-court solution for disputes (ODR procedure). The participant can obtain details from the link above. We are neither willing nor obliged to participate in the dispute settlement process.

Section 16 Applicable law and jurisdiction

- (1) Unless otherwise agreed, the law of the Federal Republic of Germany shall apply to these terms and conditions as well as the entirety of the legal relationship between us and our Participants, excluding the UN Sales Convention (CISG). Unless otherwise agreed, the law of the Federal Republic of Germany shall apply to Consumers insofar as no mandatory Consumer protection regulations which take precedence arise from the law of the Consumer's home country. If foreign law must be applied in individual cases, these General Terms and Conditions must be interpreted in such a way that the economic purpose pursued thereby is preserved to the greatest extent possible.
- (2) If the Participant is a merchant, a legal entity under public law or a special fund under public law, or if they have no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship shall be the registered office of our business.
- (3) The jurisdiction regulations of the above para. 2 and 3 shall, for clarity, also apply to matters between us and the Participant which may lead to non-contractual claims within the meaning of Regulation (EC) No. 864/2007. Mandatory legal provisions on exclusive places of jurisdiction shall remain unaffected by this regulation.