



# General Terms and Conditions of Use, Onepage GmbH, Frankfurt am Main

Last updated: July 2022

## 1. Applicability

- 1.1. These General Terms and Conditions of Use (hereinafter: "GTC") apply to any present or future contractual relations on the use of the platform <https://app.onepage.io/> between ONEPAGE GmbH (hereinafter: „ONEPAGE“) and the customer (hereinafter: „Customer“).
- 1.2. These GTC apply exclusively to companies (§ 14 BGB, German Civil Code), public-law entities or special funds under public law.
- 1.3. The Customer's general terms and conditions contrary or deviating from these GTC shall not apply, even if ONEPAGE does not expressly object to them. The unconditional acceptance or execution of an order does not make them part of the contract.
- 1.4. Individual agreements made in individual cases between the Customer and ONEPAGE prevail over these GTC

## 2. Object of our Services

- 2.1. ONEPAGE provides the Customer with a platform for use at <https://app.onepage.io/> (hereinafter: „Platform“), by means of which the Customer can design its own website.

- 2.2. Object of ONEPAGE's services (hereinafter: „Services“) is:
- a. the provision of the Platform for browser-based use in an area accessible exclusively to registered users;
  - b. the provision of storage space on servers of the external service provider Amazon Web Services Inc. (hereinafter: “AWS”) for the purpose of hosting the Customer's website created via the Platform on servers of AWS based in Germany;
  - c. Support services, i.e. technical support by ONEPAGE via a chat function on ONEPAGE's website.
- 2.3. ONEPAGE is entitled to provide the Services in whole or in part by subcontractors. The use of subcontractors does not release ONEPAGE from its obligation to fulfilment of the contract towards the Customer. ONEPAGE ensures to work only with subcontractors who provide their services according to the state of the art and who are bound by equivalent rules of privacy and data protection as ONEPAGE is towards the Customer.

### **3. Registration process; Conclusion of contract; Free module; Upgrade to payable modules**

- 3.1. For the use of the Platform, registration of the Customer with name and e-mail address is required. The installation of software is not needed to use the Platform; access to the Platform is browser-based.
- 3.2. The use of the Platform is exclusively available to entrepreneurs. When registering, the Customer confirms being an entrepreneur within the meaning of § 14 BGB (German Civil Code).
- 3.3. The registration for the use of the Platform is free of charge. After successful registration, the Customer receives a registration confirmation from ONEPAGE by e-mail. The contract between ONEPAGE and the Customer comes into effect upon receipt of the registration confirmation by the Customer.
- 3.4. Upon registration, the Customer initially receives the free module "Free". After login, the Customer has the option to upgrade to a payable module in its customer account.
- 3.5. By clicking on the "Upgrade" button and subsequently on the "Order subject to payment" button in the payment process, the Customer concludes a contract for the use of the payable module selected.
- 3.6. After successful completion of the payment process via the external payment service provider Stripe, the Customer receives a confirmation from ONEPAGE

via email about the paid upgrade as well as a payment confirmation. The contract for the payable module comes into effect upon receipt of the confirmation of the upgrade.

#### **4. Contract Term; Termination**

- 4.1. The minimum contract term is one month for monthly licences and 12 months for annual licences.
- 4.2. For monthly licences the following applies: The contract can be terminated for the first time with a notice period of two weeks to the end of the minimum contract term. If it is not terminated or not terminated in due time, it shall be extended by a further month in each case.
- 4.3. For annual licences the following applies: The contract can be terminated for the first time with a notice period of one month to the end of the minimum contract term. If it is not terminated or not terminated in due time, it shall be extended by a further year in each case.
- 4.4. Notice of termination must be given in text form (by e-mail or fax).

#### **5. Rights of use**

- 5.1. ONEPAGE grants the Customer a non-exclusive, non-transferable and non-sublicensable worldwide right of use for the duration of the contract term to use the Platform for the purposes and processes listed in Sec. 2.2. The right of use also includes user documentation (FAQ list) and support pages (ONEPAGE Help Centre).
- 5.2. The Customer is not entitled to make the login data accessible to third parties or to pass it on to third parties.
- 5.3. If the Customer uses the Platform for purposes other than those regulated in these GTC or violates them, ONEPAGE is entitled to exclude the Customer from using the Platform. This applies in particular if the Customer provides illegal content or content that violates the rights of third parties on the websites created by the Customer via the Platform and hosted by AWS. Further claims, e.g. for damages, remain reserved.

#### **6. Licence fees; Terms of payment**

- 6.1. The licence fees displayed to the Customer in its customer account under "Price plan" shall apply to the modules of the Platform that are subject to payment.

- 6.2. The licence fees are net plus the applicable statutory value added tax (VAT).
- 6.3. The licence fees are due for payment in advance without deduction. Payment must be made exclusively online via the external payment service provider Stripe.
- 6.4. If the Customer is in default of payment, the statutory provisions on default of payment shall apply.
- 6.5. If the Customer is in default of payment, ONEPAGE is entitled, after setting a reasonable final deadline, to block the Customer's access to the web portal until the overdue payments are settled. The obligation for further payment of the agreed licence fee remains in force during the duration of the access blocking due to delay of payment.

## **7. Prohibition of set-off and assignment**

- 7.1. The Customer is entitled to a right of retention as well as the right to offset only if his counterclaims are undisputed, legally established, recognised by ONEPAGE or based on warranty claims.
- 7.2. The Customer is not entitled to assign claims from the contract concluded with ONEPAGE to third parties.

## **8. Responsibilities and Obligations of ONEPAGE**

- 8.1. ONEPAGE will maintain the system availability of the Platform.
- 8.2. ONEPAGE does not assume any responsibility for the contents and data on the website created by the Customer via the Platform, especially not for any illegal contents. ONEPAGE is not the provider of the website created by the Customer and is therefore in particular not obliged to check the contents of the websites created by the Customer without cause.
- 8.3. If a third party claims a violation of rights by the contents of the websites created by the Customer, ONEPAGE is entitled to block the website completely or temporarily, if there are doubts about the legality of the contents. In this case ONEPAGE will request the Customer to immediately stop the infringement or to demonstrate the legality of the contents. If the Customer does not comply with this request, ONEPAGE is entitled, without prejudice to further rights and claims, to terminate the contract for good cause without notice and to block the Customer's access to the Platform.

- 8.4. ONEPAGE will implement and maintain appropriate technical and organizational measures to protect the personal data processed by ONEPAGE in compliance with the applicable data protection law as described in the Privacy Policy available at <https://onepage.io/de>.
- 8.5. ONEPAGE may create analyses utilizing, technical customer data and information derived from the use of the Platform by the Customer, as set forth below (hereinafter: "Analyses"). In the Analyses, the data is anonymised and aggregated. Unless otherwise agreed, personal data administered by the Customer via the Platform may only be processed by ONEPAGE for the provision of the services according to Sec. 2.2. Anonymised and aggregated Analyses may be used for the following purposes, in particular but not limited to:
  - a. improvement of the performance of the Platform and development of new functionalities (in particular product features and functions, workflows and user interfaces);
  - b. improvement of the Platform's resource allocation and support;
  - c. verification of security and data integrity;
  - d. identification of industry trends and developments;
  - e. creation of indices and anonymous benchmarking.
- 8.6. The Customer grants ONEPAGE a right to use the data and content processed via the Platform limited to the purposes listed in Sec. 8.5.

## **9. Customer's Responsibilities and Obligations**

- 9.1. The Customer is responsible for the content of the website created via the Platform. The Customer undertakes not to offer any illegal content or content infringing the rights of third parties on the websites created via the Platform.
- 9.2. The Customer is the provider within the meaning of § 5 TMG (German Teleservices Act) of the website created via the Platform and is responsible for operating the website in accordance with the applicable law.
- 9.3. The Customer is solely responsible for assessing the suitability of the Platform for its business processes and for complying with all legal obligations of a website provider. The Customer shall provide and maintain the IT infrastructure and telecommunication facilities required for the use of the Platform at its own expense. ONEPAGE is not responsible for the functionality and performance of the Customer's end device and IT infrastructure.
- 9.4. The fulfilment of the Customer's obligations of according to this Sec. 9 is a prerequisite for the proper provision of the Services by ONEPAGE.

- 9.5. During the contract term, the Customer has the possibility to access the contents of the website created via the Platform at any time. Unless otherwise regulated in these GTC, the Customer retains all rights to the content of the website created by the Customer towards ONEPAGE.
- 9.6. In case of termination of the contractual relationship, the Customer may request ONEPAGE to provide the technical means to export the leads, i.e. contact data obtained via the website, before the end of the contractual term.
- 9.7. After termination of the contract ONEPAGE is entitled to continue to use the customer data and Analyses exclusively for the purposes described in Sec. 8.5, unless the Customer expressly objects to this use until the date of termination of the contract. All data and Analyses are subject to the agreed confidentiality rules according to Sec. 14.

## **10. Warranties; Rights in case of defects**

- 10.1. ONEPAGE warrants, for the duration of the provision of the Platform for use that the Platform meets the agreed functionalities displayed to the Customer in its account under "Price plan" for the module selected and that no rights of third parties are violated when used in accordance with these GTC.
- 10.2. ONEPAGE shall remedy defects in the Platform, at its election, by eliminating the defects or by providing the Customer with a new Platform that is free of defects. One of the ways ONEPAGE may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the defect. In the event of defects in title, ONEPAGE shall elect to (i) procure for Customer the right to use the Platform in accordance with the contract, or (ii) replace the Platform or change it such that the accusation of breach no longer stands, whereby the contractual use is not unreasonably impacted.
- 10.3. The Customer must give notice of every defect to ONEPAGE without undue delay and with a detailed description of the defect.
- 10.4. ONEPAGE is not liable for defects and assumes no obligation to provide support in the event of defects or errors that occur through no fault of ONEPAGE, in particular as a result of improper use of the Platform, use in breach of these GTC or unauthorised use.
- 10.5. Warranty rights resulting from defects as to quality expire one year after the provision of the Platform for use.

## **11. Liability; Limitation of Liability**

- 11.1. ONEPAGE is liable in contract, tort, or otherwise for expectation loss and reliance loss subject to the following terms:
- 11.2. In cases of intent, ONEPAGE's liability extends to the full loss; in cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.
- 11.3. In other cases, ONEPAGE is not liable except for breach of a major obligation ("Kardinalpflicht"). A breach of a major obligation is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfillment.
- 11.4. ONEPAGE shall not be liable for any indirect, incidental or consequential damages, regardless of their legal basis, including loss of profits or goodwill, lost work expenses or claims, due to a malfunction of the Platform.
- 11.5. Contributory negligence may be claimed. The above limitations of liability do not apply to personal injury liability or liability under the German Product Liability Act (Produkthaftungsgesetz).
- 11.6. All claims against ONEPAGE in contract, tort, or otherwise for expectation loss or reliance loss are barred after a period of one year. That period begins at the point in time specified in the German Civil Code, Sec. 199 (1). The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this Sec. 11.6 do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The provisions in this section do not affect the other time bar for claims arising out of defects as to quality and defects in title (Sec. 10.5).

## **12. IP Rights**

- 12.1. The Customer may only use the Platform to the extent stipulated in these GTC. Unless rights are expressly granted, ONPAGE shall retain all rights to the Platform.
- 12.2. Unless otherwise agreed, in relation to ONEPAGE, the Customer is entitled to all rights to the content and leads of the websites created by the Customer via the Platform.

### **13. Support; Service times; Response and solution times**

- 13.1. The technical support of ONEPAGE is available for the Customer during the service times Monday - Friday 9 a.m. to 5 p.m. (hereinafter: "Service Times") under the e-mail address [...] or via the chat function on the website of ONEPAGE.
- 13.2. Support requests from the Customer regarding the operation of the Platform which fall within the responsibility of the user support (1st level support) shall be answered as quickly as possible during the Service Times, but at the latest within 24 hours of receipt of a request; with the exception of weekends when the support is not available.
- 13.3. Support requests from the Customer regarding technical problems are recorded in ONEPAGE's ticketing system for subsequent processing by the software developers. A solution will be communicated to the Customer depending on the scope of the problem and the time required to resolve it. In the case of critical system errors, the response time (i.e. the period of time within which the Customer receives a response from the support) within the Service Times is max. two hours from receipt of the Customer's request; in the case of requests outside the Service Times, max. two hours after the beginning of the Service Times on the next working day.
- 13.4. The solution time, i.e. the period of time within which the problem is remedied, is usually approx. 2 to 4 weeks. If the problem can only be solved by an update, this will be done with the next regular update or release; the Customer has no right to an earlier solution of the problem.



## Confidentiality; References; Data protection

The Parties undertake to protect the other party's confidential information acquired before and in connection with contract performance, as confidential to the same extent they protect their own confidential information, and not less than a reasonable standard of care. Confidential information of the other party may only be shared with or disclosed to third parties who are under obligations of confidentiality substantially similar to those in this GTC and only to the extent this is necessary to enable the receiving party to exercise its rights or to fulfill its contractual obligations. Any reproduction of any confidential information of the other party shall contain all confidential or proprietary notices or legends which appear on the original, as far as this is technically feasible.

Sec. 14.1 above shall not apply to any confidential information that: (a) is independently developed by the receiving party without reference to the disclosing party's confidential information; (b) is generally available to the public or is lawfully received free of restriction from a third party having the right to furnish such confidential information; (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or (d) the disclosing party agrees in writing is free of confidentiality restrictions.

ONEPAGE is entitled to publicly use the names of Customer's companies and company identifiers for reference purposes, in particular in reference customer lists or in the context of marketing activities (including references, success stories, publicly reproduced customer opinions).

ONEPAGE will comply with the respectively applicable data protection regulations (especially GDPR) within the framework of the fulfilment of the contract. ONEPAGE shall also impose the data protection obligations on its employees and subcontractors.

## Miscellaneous; Applicable law; Jurisdiction

Place of performance, also for subsequent performance, is Frankfurt a.M., Germany.

The law of the Federal Republic of Germany shall apply.

The sole place of jurisdiction for all disputes arising out of or in connection with the performance of the Services and the contractual relation between ONEPAGE and Customer shall be Frankfurt a.M., Germany. ONEPAGE is entitled to assert claims against the Customer at the court having jurisdiction for the registered office of the Customer.