

## **Terms of Use for the channelXperts ChannelOS-Platform**

The following terms and conditions apply to the relationship between channelXperts GmbH (hereinafter "channelXperts") and users of the ChannelOS Internet Platform (hereinafter always "ChannelOS"). channelXperts makes ChannelOS available to the user at no charge due to a contractual relationship between channelXperts and a ChannelOS customer (hereinafter always "Partner").

User within the meaning of these terms and conditions are natural persons who access content on ChannelOS, define their own content on ChannelOS and take advantage of the features offered.

The terms and conditions apply in their respective current version to all current and future business relationships. channelXperts reserves the right to modify and / or supplement these terms and conditions with due notice. Should channelXperts change and / or make additions to the Terms of Use, the revised version of the Agreement will be sent to the email address that was specified by User as part of the portal registration process. If User does not object in writing within two (2) weeks after receipt of the modified and / or amended version of the Terms of Use, channelXperts will consider this as consent to the validity of the modified Terms and Conditions. channelXperts will alert User in its message to the consequences of non-objection by User. From the time of entry into force, the amended Terms of Use supersede in their validity all previous versions of the Terms of Use. If User refuses consent to the amended Terms of Use, then the contract will remain unchanged. In this case, channelXperts is entitled to terminate the contract with immediate effect. Insofar as the provisions of the amended Terms, or the change of Terms are not considered reasonable for User, User is entitled to terminate the contract with immediate effect.

### **1. Services**

All services provided by channelXperts will hereafter be referred to as Services and are based on the contract between channelXperts and Partner. For the use of ChannelOS, channelXperts will not invoice any cost to User. ChannelOS and its Services are available only after registration and activation.

By completion of the registration form and consent to the Terms and Conditions, a usage agreement is concluded between channelXperts and User, including the Terms of Use, Privacy Policy and User's Consent to the Privacy Policy.

Within the limits of what is legally allowed, channelXperts is not liable for any indirect or direct damages resulting from the use of the data and information contained on ChannelOS. The risk of data loss during transfer lies entirely with User, once data is outside the space controlled by channelXperts.

### **2. No Inspection Duties**

channelXperts has no contractual obligation to review content and information uploaded by the respective Users to ChannelOS. As a basic principle, channelXperts will not make any examination of data submitted by Users with regards to content prior to its visibility to Partner. channelXperts will pursue references with regard to portal content that violates the law or these Terms of Use and will take appropriate measures relating to cessation of the infringement in case the breach of the law or of these terms and conditions is confirmed.

### **3. Access Credentials and Passwords**

User agrees to truthfully and, when required, completely disclose the information he is asked to provide mandatorily or voluntarily in order to complete the registration process. User further undertakes to provide

only data regarding his/her own person and not to provide data of third persons. If case any of the information provided should change, User will update his personal data using the appropriate form.

User agrees to keep all access information and passwords secret and to promptly inform channelXperts if the user data and / or the user passwords become known to third parties. User assumes full responsibility for all actions made using his credentials and / or passwords, if User is at fault. If User provides credentials and / or passwords to third parties, channelXperts is entitled to terminate the agreement with User with immediate effect, to cancel the registration of User and to exclude User from further use.

#### **4. Contents**

User is responsible for all data stored by himself/herself on ChannelOS. User agrees not to transmit any content that is against the law (in particular copyright and data protection laws) or third party rights (in particular copyright and privacy rights) or has a violent, abusive or pornographic content.

With the submission of data, User acknowledges a temporally and spatially unlimited, royalty-free usage right to channelXperts and Partner. channelXperts is particularly entitled to make the data accessible to the respective Partner.

#### **5. Third Party Rights and Responsibility of User**

Within the framework of a mailing function, the user has the possibility to upload csv files with email addresses and use email templates for mass mailings. For this, the user may use only email addresses, to which he may also send newsletters under the applicable law. Partner may use these email addresses only for reporting and analysis unless user has given explicit consent for other usage.

User indemnifies channelXperts from all third party claims for entitlements that have been granted because of a culpable violation of their rights, including but not limited to, any copyright, trademark, unfair competition, privacy or other rights, by contents posted by User. This applies to the same extent for any claims made on channelXperts by local authorities or other public organizations because of content posted by User in culpable violation of the provisions of these terms and conditions.

User agrees to reimburse all expenses incurred by channelXperts and that arose from the fact that a third party takes action because of the culpable violation of their rights by contents posted by User. Such expenses include but are not limited to the necessary cost of an adequate legal defense.

If any third party raises a claim against channelXperts for potential infringement of their rights based on contents posted by User, User engages to support channelXperts to his/her best efforts in its defense against the claims asserted by the third party. In particular, but not limited to, User will provide upon written request by channelXperts copies of all existing documents relating to the alleged infringement by the contents. Any costs connected therewith shall be borne initially by channelXperts.

#### **6. Liability of channelXperts**

channelXperts has unlimited liability for willful misconduct or gross negligence, for all damage caused by channelXperts and its legal representatives or agents.

channelXperts has unlimited liability for slight negligence in case of loss of life, limb or health.

Beyond that, channelXperts is only liable if it has violated an essential contractual obligation (cardinal obligation). In these cases, liability is limited to replacement of the foreseeable, typically occurring damage. channelXperts excludes any liability for damages irrespective of the party at fault (§ 536a BGB (German Civil Code)) for deficiencies known at the time the contract was concluded. Paragraphs 1 and 2 remain unchanged.

Liability under the Product Liability Act remains unaffected.

### **7. Privacy Policy**

If User decides to revoke his consent to the privacy policy that was given as part of the registration process, or indicates that he does not accept or revokes his consent to the privacy policies of channelXperts, the existing usage agreement between User and channelXperts will thereby automatically end.

### **8. Term and Termination**

The usage agreement can be terminated at any time by User, Partner or channelXperts by written notice. There is no minimum term for the usage agreement.

### **9. Final Provisions**

Should any provision of this contract prove to be invalid or unenforceable in whole or in part or become invalid or unenforceable due to changes in legislation after conclusion of the contract, the remaining provisions and the validity of the whole thereof shall remain unaffected.

The law of the Federal Republic of Germany applies. The place of jurisdiction is Landau in der Pfalz, Germany.