

**General Terms and Conditions Montanus pharmacy in the consultation on drug risks
in pregnancy**

Our GTC are deemed to be agreed upon when using the Montanus Apotheke consultation on drug risks during pregnancy. In particular, they contain your rights and obligations as our client as well as the most important data protection provisions.

§ 1 Scope

(1) These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all

contractual relationships concerning advice on drug risks during pregnancy

between

Montanus Apotheke
Laurentiusstraße 95
51465 Bergisch Gladbach

(more information in the imprint. <https://ouiiou.com/impressum>

(hereinafter referred to as "user", "we", or "us")

and you

(hereinafter referred to as "partner", "your" or "you").

(2) The GTC apply regardless of whether you are a consumer or an entrepreneur.

(3) You are a "consumer" if you are a natural person who concludes a contract with us for purposes that can predominantly be attributed neither to your commercial nor to your independent professional activity.

(4) You are an "entrepreneur", if you are a natural person or conclude a contract for a legal person or a partnership with legal capacity, which acts in the exercise of its commercial or self-employed professional activity when concluding the contract with us.

(5) These GTC apply on all our Platforms. "Platforms" means all our sales and operations channels and services. In particular, it is our websites or apps as well as our profiles on websites or apps of our partners.

(6) The version of the GTC valid at the time of conclusion of the contract shall apply. Deviating GTC shall not be accepted. This shall also apply if we have not expressly objected to their inclusion. Something else may apply insofar as something else is stipulated in these GTC in individual cases. Insofar as legal texts or documents translated into a language other than German as these GTC exist, the German legal texts or documents shall be legally binding and thus applicable - the translated legal texts or documents shall serve solely to provide a better understanding.

(7) All agreements made between you and us in connection with a service result in particular from an order or commissioning as well as the associated appendices, our confirmation, our acceptance and, in addition, if not regulated therein, from these GTC. These GTC shall also apply to subsequent orders or commissions placed by you during or after the expiry of the contract term, unless other GTC have been included at that time.

(8) These GTC also apply to other contracts concluded between you and us, insofar as there are no special GTC relating to the other type of contract and clauses of these GTC may apply in terms of content.

§ 2 Scope of Services

(1) We provide consultations on medicinal products during pregnancy. We receive remuneration for our services according to your order or the order.

We offer the following models and prices

- Premium membership:
 - o First consultation
 - o Consultation
 - o Written report
 - o Further support for follow-up questions
 - o Minimum term: 9 months
 - o Cancellation period: 7 days before end of month
 - o Price: 49,- monthly
- Detailed consultation
 - o First conversation

- o Consultation
- o Written report
- o Price: 299,- one-time
- Short consultation
 - o 15-minute consultation
 - o Ad hoc consultation
 - o Price: 49,- one-time

(2) We shall be remunerated a charge in accordance with your order.

(3) We undertake to perform the contractually owed services carefully and conscientiously.

(4) We are entitled to engage third parties as subcontractors to provide the service.

§ 3 Term of Contract and Termination

(1) The term of the contract begins - unless otherwise agreed electronically or in writing - with the dispatch of the order or order confirmation by the user to the partner.

(2) The concluded contract runs - unless otherwise agreed electronically or in writing - for an indefinite period of time.

(3) In the event of a minimum contract term, the contract shall be extended for an indefinite period after the minimum contract term if it is not terminated in advance by one of the parties with a notice period of one month to the respective end of the term. After the extension for an indefinite period, the contract may be terminated with a notice period of one to the end of a month.

(4) If we terminate the contract for good cause, you shall be obliged to reimburse us for the costs and remuneration that have demonstrably been incurred up to the time of termination. The services provided by us up to that point shall be settled on a pro rata basis insofar as this is possible, otherwise a full settlement shall be made.

(5) Notice of termination may be given by letter or by e-mail.

(6) Immediate extraordinary termination is possible.

(7) In the event of failure to commence a call, your entitlement to benefits shall lapse without compensation.

§ 4 Conclusion of contract

(1) When we present our services on our platforms and the platforms of third parties (in particular OUIIOU, the Android and Apple app stores), we do not make a binding offer to conclude a contract. The presentation is merely a non-binding presentation.

(2) Our offers and cost estimates are subject to change. Cost estimate and quotation errors may be corrected before acceptance of the order.

(3) You can place a legally binding order or commission in any way that our platforms offer. In particular, you can place it as follows:

- By clicking on an order button on our platforms, in particular on our websites and apps as well as on our profiles on websites and apps of third parties.
- By sending us completed order documents via any common communication channel such as email, post, fax or our social media profiles,
- By handing over completed order forms to us - for example, at our premises, when entering into a contract at your premises, at trade fairs or information or promotional events, or on any other occasion.

(4) By placing an order, you also give your binding consent to these GTC and to the processing of data in accordance with our data protection statement. If you download the app from third-party platforms (for example, Apple App Store, Google Play, or Amazon Appstore), the contractual terms GTC and privacy policies of the respective third-party provider apply to the extent that there are overlaps in content - particularly with regard to payment terms, the right of revocation, user account and login provisions, privacy policies, the End User License Agreement for Licensed Applications (EULA), or the availability of the services.

(5) You are bound to the commission or order for a period of 2 weeks after placing the order.

(6) We can confirm the receipt of the submitted order or commission

- by e-mail to the e-mail address provided by you or
- with a confirmation letter by letter or by handover.

The confirmation does not constitute a binding acceptance of the order or the order unless, in addition to the confirmation of receipt, the acceptance is declared at the same time.

(7) As a matter of principle, we confirm the order or commission ourselves. However, a third party may also issue a confirmation on our behalf if you have ordered or commissioned our

service on third-party platforms - in particular a website or app of a third party - on which we maintain a profile.

(8) A contract between you and us shall only be concluded if we

- expressly accept the order or your order,
- begin with the performance of the service,
- issue an invoice,
- provide the service - in whole or in part - or
- you create an account on our platforms - whether by registering, taking your details from a third party provider or in any other way.

The acceptance may be simultaneous with confirmation.

§ 5 Registration and account

(1) If services on our platforms can also be used without an account, you already make an offer to conclude a contract for the duration of the use of a platform in accordance with these GTC by using our platforms, which we accept by providing the service. In this case, by using our platforms, you make an offer to conclude a contract for the duration of the use of a platform in accordance with these GTC, which we accept by providing the service.

(2) If one of our services requires the creation of an account on our platforms, you obtain it by registering.

(3) The provision of the data requested during registration is mandatory. You assure their completeness and correctness. The registration can be carried out by entering your data on our platforms or by transferring your data from one of your accounts on a platform of a third party provider, for example Apple, Facebook or Google. In these cases, there may be a linking of accounts and an exchange of data between us and the third party provider.

(4) The following requirements exist for registration:

- Consumers are natural persons over 18 years of age with unlimited legal capacity
- Businesses as natural persons meet the requirements of a consumer
- Entrepreneurs as partnerships or corporations as well as any other corporate bodies, associations or communities have legal capacity and have a representative authorised to represent them. The indication of a P.O. Box is not sufficient.

(5) There is no entitlement to registration. We are entitled to reject a registration. With the conclusion of the registration, a contractual relationship arises between you and us.

(6) With the registration you receive an account which contains all necessary data for the use. You may only use the account yourself; in particular, you may not allow third parties to use the account or transfer the account to third parties (account sharing). The password may be

changed at any time. Multiple accounts of one person are not permitted. The account shall continue to exist until the effect of termination. If you download the app from third-party platforms (for example, Apple App Store, Google Play, or Amazon Appstore), the contractual terms, GTC and privacy policy of the respective third-party provider shall apply insofar as there is an overlap in content - in particular with regard to the payment terms, the right of revocation, the user account and login provisions, the privacy policy, the End User License Agreement for Licensed Applications (EULA), or the availability of the services.

(7) You are responsible for the content and quality of all information. You assure that they are correct and complete. We take no notice of the contents, in particular they are not checked in principle. You undertake not to enter, upload or in any way make available to us or the providers any content and data that is punishable, illegal or violates the rights of third parties, as well as to use the platforms in any illegal manner, for example to commit crimes or to offer illegal services. You agree not to misuse the service offer and in particular not to distribute any illegal, immoral, defamatory, offensive, obscene, pornographic or politically radical content.

(8) You must not jeopardize the safe operation of our platforms. You must refrain from doing anything that could harass other users of the platforms or that goes beyond the intended use of our platforms. In particular, you are obliged to refrain from the following:

- Upload or send files that contain a virus or other malware or make other interventions that could impair the functionality or accessibility of the platforms or modify or delete content,
- Upload or send any form of advertising, especially email advertising, SMS advertising, chain letters or other harassing content.
- Subject the Platforms to excessive load or in any other way disrupt or jeopardize their functioning,
- Use crawlers, spiders, scrapers or other automated mechanisms to access the Platforms and collect content without written consent,
- Collect or use information such as email addresses or phone numbers of other users without prior consent,
- reproduce, make publicly available, distribute, edit or use in a way that goes beyond the intended use any content of the Platforms or third parties without prior consent by us or the third parties.

(9) We are entitled to take any action with regard to your account without giving reasons. In particular, we may request you to comment, temporarily suspend the account, issue a warning, or permanently suspend or delete the account. With respect to any Content posted by you on our Platforms, we may take any action we deem appropriate without giving any reason; in particular, we may modify or delete such Content without giving any reason - primarily to ensure better understandability, especially in the case of content, grammatical or spelling errors, but also for any other reason at our discretion. In addition, we expressly reserve the right to assert civil and criminal claims. The sanctions do not affect the obligation to pay for service relationships that have already been established, especially if the service has already been (partially) provided. //You can increase your visibility by adding the additional option of improved findability. This will give you a better position in the search results, for example.

(10) If the app was downloaded from third-party platforms, the contractual terms and conditions, GTC and privacy policy of the respective third-party provider may apply with regard to registration and account, insofar as there are overlaps in content.

§ 6 Prices, Payment, Default, Terms of Payment, Offsetting, Right of Retention,

(1) The following applies to our chargeable services on our platforms: The prices stated by us are - unless otherwise presented or agreed in individual cases - gross prices including value added tax.

(2) Our remuneration shall become due - unless otherwise agreed between you and us - after conclusion of the contract and before the respective service provision. It shall be paid at the latest within 2 weeks after dispatch of our invoice (invoice date). If payment is not made, default of payment shall occur. In the event of default in payment, we shall be entitled to claim default interest and further damages in accordance with the statutory provisions. The default interest for consumers amounts to 5 percentage points above the base interest rate according to § 288 BGB for the year; for entrepreneurs the default interest amounts to 9 percentage points above the base interest rate according to § 288 BGB for the year.

(3) We enable you to use various payment services and options. You can use any payment method provided by us for payment, in particular

- transfer to an account specified by us,
- give us a direct debit mandate or SEPA direct debit mandate,
- pay us by EC/Maestro or credit card,
- pay us via a third party platform (e.g. Apple App Store, Google Play or Amazon Appstore) or
- pay us via a payment service provider specified by us (for example PayPal),

in each case provided that we offer a corresponding payment option. We reserve the right to exclude payment options individually or generally or to add them subsequently.

(4) You make use of the payment service of a payment service provider by clicking on the button of the payment service provider during the ordering process of services. You will be taken to the corresponding page of the respective payment service provider. You make use of the payment service of a third party platform such as Apple App Store, Google Play or Amazon Appstore by downloading our app via it. With regard to the payment, we only provide access to the page of the respective payment service provider or platform, but do not become a contracting party. In most cases, in order to use the payment services of a payment service provider or the platform, it is necessary to enter into a contractual relationship with the respective payment service provider. The respective contractual terms, GTC and data protection provisions apply.

(5) In the case of a direct debit authorisation, a SEPA direct debit mandate or payment by EC/Maestro or credit card, we will arrange for your account to be debited at the earliest on the due date. A direct debit authorisation granted shall also apply to further orders until revoked.

(6) You are not entitled to offset against our claims unless your counterclaims have been legally established or are undisputed and if you assert notices of defects or counterclaims from the same contractual relationship.

(7) You may only exercise a right of retention if your counterclaim arises from the same contractual relationship and is legally established or undisputed.

(8) In the event that one of our claims from one or more contracts is not paid on time, we are entitled to commission a collection agency (e.g. Creditreform) with the further collection of the due claim. By signing the contract, you agree that we transmit the data and information required to collect the debt to the collection agency (e.g. Creditreform) and that the collection agency (e.g. Creditreform) is entitled to store and process the data. In particular, name and address, contract date, as well as invoice number, invoice amount and due date are transmitted.

(9) If the app was downloaded from third-party platforms, the contractual terms and conditions, GTC and privacy policy of the respective third-party provider may apply with regard to registration and account, insofar as there are overlaps in content.

§ 7 Force majeure

Insofar as we are prevented from rendering performance due to the occurrence of unforeseeable, extraordinary events for which we are not responsible and which we were unable to avert despite exercising reasonable care in accordance with the circumstances of the individual case - irrespective of whether they occur at the user's or the partner's premises (e.g. operational disruptions, delays in the delivery of essential raw and auxiliary materials or in the performance of the contract by subcontractors), we shall be entitled to

claim compensation from you. (e.g. operational disruptions in the delivery of essential raw and auxiliary materials or in the fulfilment of the contract by subcontractors, official interventions, industrial disputes, lock-outs, operational disruptions of any kind in our company or in third-party companies, shortage of goods or similar, which are outside our sphere of influence and for which we are not responsible), the possibly agreed time of performance shall be extended to such an extent that the reasonable fulfilment of the obligation to perform is possible. If performance becomes impossible, we shall be released from the obligation to perform without you being entitled to withdraw from the contract or claim damages. If corresponding obstacles occur on your side, the same legal consequences shall also apply to your acceptance obligation. The contracting parties shall notify each other of such obstacles without delay.

§ 8 Revocation

(1) If you are an entrepreneur within the meaning of § 14 BGB (German Civil Code), the right of revocation does not apply. For consumers the following applies:

-LEGALLY BINDING ORIGINAL WORDING-

Widerrufsbelehrung

Widerrufsrecht

Sie haben das Recht, binnen vierzehn Tagen ohne Angabe von Gründen diesen Vertrag zu widerrufen. Die Widerrufsfrist beträgt vierzehn Tage ab dem Tag des Vertragsschlusses.

Um Ihr Widerrufsrecht auszuüben, müssen Sie uns (Montanus Apotheke, Laurentiusstraße 95, 51465 Bergisch Gladbach, info@montanus-apotheke.com, 02202 957930) mittels einer eindeutigen Erklärung (z. B. ein mit der Post versandter Brief, Telefax oder E-Mail) über Ihren Entschluss, diesen Vertrag zu widerrufen, informieren. Sie können dafür das beigefügte Muster-Widerrufsformular verwenden, das jedoch nicht vorgeschrieben ist.

Zur Wahrung der Widerrufsfrist reicht es aus, dass Sie die Mitteilung über die Ausübung des Widerrufsrechts vor Ablauf der Widerrufsfrist absenden.

Folgen des Widerrufs

Wenn Sie diesen Vertrag widerrufen, haben wir Ihnen alle Zahlungen, die wir von Ihnen erhalten haben, einschließlich der Lieferkosten (mit Ausnahme der zusätzlichen Kosten, die sich daraus ergeben, dass Sie eine andere Art der Lieferung als die von uns angebotene, günstigste Standardlieferung gewählt haben), unverzüglich und spätestens binnen vierzehn Tagen ab dem Tag zurückzuzahlen, an dem die Mitteilung über Ihren Widerruf dieses Vertrags

bei uns eingegangen ist. Für diese Rückzahlung verwenden wir dasselbe Zahlungsmittel, das Sie bei der ursprünglichen Transaktion eingesetzt haben, es sei denn, mit Ihnen wurde ausdrücklich etwas anderes vereinbart; in keinem Fall werden Ihnen wegen dieser Rückzahlung Entgelte berechnet.

Haben Sie verlangt, dass die Dienstleistungen während der Widerrufsfrist beginnen soll, so haben Sie uns einen angemessenen Betrag zu zahlen, der dem Anteil der bis zu dem Zeitpunkt, zu dem Sie uns von der Ausübung des Widerrufsrechts hinsichtlich dieses Vertrags unterrichten, bereits erbrachten Dienstleistungen im Vergleich zum Gesamtumfang der im Vertrag vorgesehenen Dienstleistungen entspricht.

Muster-Widerrufsformular

(Wenn Sie den Vertrag widerrufen wollen, dann füllen Sie bitte dieses Formular aus und senden Sie es zurück.)

— An Montanus Apotheke, Laurentiusstraße 95, 51465 Bergisch Gladbach,

info@montanus-apotheke.com, 02202 957930:

— Hiermit widerrufe(n) ich/wir (*) den von mir/uns (*) abgeschlossenen Vertrag über die Erbringung der folgenden Dienstleistung (*)

— Bestellt am (*) / erhalten am (*)

— Name des/der Verbraucher(s)

— Anschrift des/der Verbraucher(s)

— Unterschrift des/der Verbraucher(s) (nur bei Mitteilung auf Papier)

— Datum _____ (*)

- ENDE DIESES MUSTERWIDERRUFSFORMULARS -

(2) Das Widerrufsrecht erlischt insbesondere bei einem Vertrag zur Erbringung von Dienstleistungen auch dann, wenn der Unternehmer die Dienstleistung vollständig erbracht hat und mit der Ausführung der Dienstleistung erst begonnen hat, nachdem der Verbraucher dazu seine ausdrückliche Zustimmung gegeben hat und gleichzeitig seine Kenntnis davon bestätigt hat, dass er sein Widerrufsrecht bei vollständiger Vertragserfüllung durch den Unternehmer verliert. Bei einem außerhalb von Geschäftsräumen geschlossenen Vertrag muss die Zustimmung des Verbrauchers auf einem dauerhaften Datenträger übermittelt werden. Bei einem Vertrag über die Erbringung von Finanzdienstleistungen erlischt das Widerrufsrecht abweichend von Satz 1, wenn der Vertrag von beiden Seiten auf ausdrücklichen Wunsch des Verbrauchers vollständig erfüllt ist, bevor der Verbraucher sein Widerrufsrecht ausübt.

(3) Wurde die App von Plattformen Dritter heruntergeladen (beispielsweise App-Store oder Google-Play-Store), gelten in Hinblick auf den Widerruf die Vertragsbedingungen der Plattform. Der Widerruf erfolgt gegenüber der Plattform, weil es sich bei den Plattformen um einen Zwischenhändler und Ihren direkten Vertragspartner handelt.

-TRANSLATION-

Cancellation policy

Right of revocation

You have the right to cancel this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us (Montanus Apotheke, Laurentiusstraße 95, 51465 Bergisch Gladbach, [02202_957930](tel:02202_957930), , info@montanus-apotheke.com) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You may use the enclosed model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form).

- To (Montanus Apotheke, Laurentiusstraße 95, 51465 Bergisch Gladbach, , info@montanus-apotheke.com, [02202 957930](tel:02202 957930))

- I/we (*) hereby revoke the contract concluded by me/us (*) for the provision of the following service (*).

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only in case of paper communication)

- Date _____ (*)

- END OF THIS MODEL WITHDRAWAL FORM - (2) INSERT-WITHDRAWAL-FORM

(2) In particular, in the case of a contract for the provision of services, the right of withdrawal shall also expire if the trader has fully performed the service and has only started to perform the service after the consumer has given his express consent to this and has at the same time confirmed his knowledge that he loses his right of withdrawal upon full performance of the contract by the trader. In the case of an off-premises contract, the consumer's consent must be provided on a durable medium. In the case of a contract for the provision of financial services, the right of withdrawal shall expire, by way of derogation from the first sentence, if the contract has been performed in full by both parties at the express request of the consumer before the consumer exercises his right of withdrawal.

(3) If the app was downloaded from third-party platforms, the contractual terms and conditions, GTC and privacy policy of the respective third-party provider may apply with regard to registration and account, insofar as there are overlaps in content.

§ 9 Duty to cooperate

(1) You shall assist us in the performance of our contractual services by reasonable acts of cooperation. You will, for example, provide us with the necessary information, data, circumstances, conditions; provide documents, materials, things or access for the performance of the service; give us instructions and releases without delay and appoint a competent contact person who will not be replaced.

(2) Insofar as you are not entitled to notify us or provide us with the device codes in accordance with Paragraph 1, you shall also be deemed to have failed to cooperate. You affirm your authorisation to perform the corresponding actions. You shall indemnify us on first demand against any claims by third parties who take action against us due to your lack of authorisation and shall reimburse us for any damage incurred due to the claim by the third party, including any court costs and lawyers' fees incurred for the legal defence. In all other respects, the statutory provisions shall apply.

(3) Missing, incomplete, damaging or infringing cooperation - for example by providing incomplete or incorrect information, data, materials or documents or by providing information, data, materials or documents that are not suitable for lawful use - shall entitle us to terminate the contract, in the case of a contract with an entrepreneur also without affecting the agreed remuneration.

(4) If we incur damage as a result of faulty cooperation, we shall be entitled to claim damages. In this case, you shall also indemnify us against all third party claims asserted by third parties in connection with acts of cooperation performed by you incorrectly, at least due to gross negligence.

§ 10 Communication

(1) In order to ensure quick and easy communication with each other, communication will generally take place via e-mail. You consent to information being sent to you by e-mail, your account on our platforms, by post or by other means.

(2) The dispatch and communication is at your risk. We are not responsible or liable for disruptions in the line networks of the Internet, for server and software problems of third parties or problems of a postal or delivery service provider.

§ 11 Technical availability, data, functionality and content

(1) The Platforms are accessible 24 hours a day, 7 days a week, except in the event of force majeure or an event beyond our control and subject to outages and maintenance required for operation. We work diligently to ensure the highest possible availability. Availability depends, among other things, on your technical equipment. Interruptions in availability may occur due to necessary maintenance and security work or unforeseen events beyond our control.

(2) We are not liable for your loss of data or any damage resulting therefrom, insofar as the damage would not have occurred if you had regularly and completely backed up your data.

(3) We may change any functionality, appearance, structure or content of our Platforms without obtaining your consent.

(4) We are entitled to block or change any content - including user-generated content.

§ 12 Granting of rights

(1) You undertake not to distribute any texts, images, video, audio files and/or other content ("Files") via the Platforms that violate applicable law, morality and/or these GTC. In particular, you undertake to respect the rights of third parties, such as copyrights, trademark rights, patent and utility model rights, design rights, database rights and any other industrial property rights (hereinafter "property rights").

(2) You hereby grant us a comprehensive, exclusive right of use, unlimited in space and time and unrestricted for all types of use, to the files required for the performance of the service, which you publish via our platforms or upload to our platform or to the user account for the performance of the service or forward to us in any other way.

(3) The granting of rights includes in particular the right to use the files for our own purposes for the performance of our own services as well as for our own advertising purposes worldwide and for an unlimited period of time.

(4) Insofar as we create files for the user or provider, all copyrights and user rights remain with us.

(5) If the app was downloaded from third-party platforms, the contractual terms and conditions, GTC and data protection provisions of the respective third-party provider may apply insofar as there is an overlap in content.

§ 13 Our rights in our platforms

(1) You agree that the Platforms and all related applications are database works and databases within the meaning of Sections 4 (2), 87a (1) UrhG (German Copyright Act), of which we are the legal owners. All related applications are subject to protection pursuant to Sections 69a et seq. UrhG. They are protected by copyright.

(2) The rights to all other elements of our platforms, in particular the rights of use and ancillary copyrights to the content and documents posted by us or acquired by granting rights, are also exclusively ours. In particular, trademarks, other marks, company logos, protective notes, copyright notices or other features serving to identify individual elements of our platforms may not be removed or changed. This also applies to printouts.

§ 14 Modification of the Services

We reserve the right to discontinue, change or restrict access to software, online databases, functions, operating systems, documentation and all other components of our software required for the use of our services as well as their mode of operation - to the extent legally permissible also without prior notice - in whole or in part, at any time, temporarily or permanently. In particular, we reserve the right to change or deactivate features of our services (e.g. design, layout, categories, structure or availability), to convert free components into chargeable components, to discontinue support for certain functions or to suspend compatibility (e.g. with certain types of devices or operating systems).

§ 15 End User Licence Agreement (EULA)

(1) We grant you a personal, non-exclusive, revocable, non-transferable and worldwide right to use the Platforms - in particular any software features on the Website or Apps - their content, services, other features and any updates. This is granted exclusively for your own use and in the context of the use of the platforms and their services and to the exclusion of any other purposes.

(2) Our digital products (especially apps, software) are licensed to you and not sold to you.

(3) The licence does not give you any right to use the content. In particular, it is prohibited

- Adapt, modify, translate, edit, reverse engineer, disassemble, transcode or reverse engineer the Platforms, their content, services, other features or updates;

- Export the Platforms, their contents, services, other functions or updates, or combine them in whole or in part with other software programs, or reproduce them in whole or in part, by any means and in any form, permanently or temporarily;

- Extract or re-use any of the contents of the Databases created from the Platforms;

- create works derived from the Licensed Platform;

- Use processes or software designed to copy the Platforms, their content, services, other features or updates without our consent;

- Set up systems capable of hacking the Platforms.

- Offer or provide our services to third parties without our consent.

(4) In the event of a violation of the prohibition, there shall be criminal liability and liability for damages.

(5) If the app was downloaded from third-party platforms, the contractual terms and conditions, GTC and data protection provisions of the respective third-party provider may apply insofar as there is an overlap in content.

§ 16 Third Party Advertising

(1) We reserve the right to display third party advertisements to you. We have no control over the advertising, in particular its content, reliability or accuracy. Advertisements are displayed without our review, in particular we do not endorse their content - the advertiser alone is responsible. In any form of use - in particular by clicking, using their services carried out by means of an application programming interface ("API") or visiting their platforms linked to the advertising - their contractual terms, GTC and data protection provisions shall apply.

(2) Advertising may in particular be accompanied by the linking of third-party platforms or third-party API applications. Here, too, the responsibility lies solely with the respective provider of the advertising. Their contractual conditions, GTC and data protection provisions apply.

§ 17 Copyrights

We have copyright and other rights in all images, films, text and other content protected by copyright or similar rights that is published on our website, our profiles on other websites, our social media profiles. Use of the images, films, texts and other rights is not permitted without our written consent.

§ 18 Data protection and data security

(1) We collect personal data from you and, if applicable, other data supplied by you or obtained by us in the course of fulfilling the contract for the purpose of executing the contract and fulfilling contractual and pre-contractual obligations. The data collection and data processing is necessary for the fulfilment of the contract and is based on Article 6 (1) b) DSGVO. We process it in accordance with the obligations of the DSGVO. According to Article 5 (1), personal data must essentially:

(a) be processed in a lawful and fair manner and in a way that is comprehensible to the data subject ("lawfulness, fair processing, transparency");

(b) collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes ('purpose limitation');

(c) adequate and relevant to the purpose and limited to what is necessary for the purposes of the processing ("data minimisation");

(d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data which are inaccurate in relation to the purposes of their processing are erased or rectified without delay ("accuracy");

(e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data are processed ("storage limitation");

(f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage by appropriate technical and organisational measures ("integrity and confidentiality").

(2) Generally, data will not be transmitted to third parties if there is no corresponding obligation or if the performance of the contract or compliance with a legal deadline makes a data transmission necessary, for example if the transmission of the data is necessary in order for a third party provider to carry out a query for you that is necessary for the performance of the contract, your data is forwarded to a payment provider or freelancers are used in order to contribute to the fulfilment of a performance obligation towards you. In these cases, the service providers will often have a contractual relationship with you, so they act on their own responsibility.

(3) As soon as data is no longer required for the purpose of its processing and if there is no further legal obligation to retain it, it will be deleted by us. We retain your data during the initiation and execution of our contractual relationship. It may also be necessary to retain data after termination of our contractual relationship. For example, invoice data (billing documents) must be stored for 10 years in accordance with § 147 of the German Fiscal Code (Abgabenordnung). As long as a service provider performing services for us also has a contract with us for the performance of your service, we remain obligated to retain the data in accordance with the agreed retention periods.

(4) You have the right to information, data transfer, deletion, correction, restriction or blocking of your personal data. In particular, you have a right to free information about all personal data.

Your request can be made to. You will find the contact details of our data protection officer responsible for this in our data protection declaration: <https://ouiiou.com/Datenschutz/> In addition, you have the right to corresponding administrative or judicial remedies or to appeal to a supervisory authority.

§ 19 Liability and indemnification

(1) The User shall be liable to the Partner 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 compensation for futile expenditure.

(2) In other cases, the User 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 a contractual partner may regularly rely (so-called cardinal obligation), and this shall be limited to compensation for the foreseeable and typical damage. In all other cases, our liability is excluded subject to the provision in para. 3.

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

(4) The Partner shall indemnify the User at first request against any claims of third parties which are asserted against us and/or our vicarious agents due to possible culpable violations of the Partner's obligations - in particular from these GTC. The partner shall compensate the user for any damage incurred as a result of the claim by the third party, including any court costs and lawyers' fees incurred for legal defence. In all other respects the statutory provisions shall apply.

§ 20 Place of Performance, Applicable law, contractual language and place of jurisdiction

(1) For all performances under the contract, it is agreed that the place of performance shall be Bergisch Gladbach.

(2) 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. If the Partner is a merchant and has its registered office in Germany at the time of the assignment, the exclusive place of jurisdiction is the registered office of the User in Bergisch Gladbach. Otherwise, the applicable statutory provisions shall apply to the local and international jurisdiction.

(3) Unless otherwise agreed in writing, the contractual language shall be German. All translated legal texts or documents such as these GTC are solely for the purpose of better understanding. In particular with regard to a contractual agreement as well as these GTC, the data protection provisions or all other documents or legal texts, the German versions are legally binding; this applies in particular in the event of deviations or differences in interpretation between such legal texts or documents.

The EU Commission has created an internet platform for the online settlement of disputes - the alternative dispute resolution in accordance with the ODR Regulation and § 36 VSBG. This platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. More detailed information is available at the following link: <http://ec.europa.eu/consumers/odr>

Participation in a dispute resolution procedure before a consumer arbitration board is not obligatory and is not carried out by us.

§ 21 Final provisions

(1) Amendments and supplements to these General Terms and Conditions shall be made in writing; we reserve the right to do so. Amendments require that you are not unreasonably disadvantaged, that there is no breach of good faith and that you do not object to the amendment. In the event of a change, notification shall be given via one of the communication channels - in particular by e-mail - 2 months before it takes effect. The amendment shall become effective if it is not objected to within this period - thereafter the amended GTC shall become valid.

(2) We reserve the right to assign this contract to another company. It becomes valid 1 month after sending a notice of assignment to you via one of our communication channels - in particular by e-mail. In the event of an assignment, you shall have a right of termination which shall apply 1 month after receipt of the notification of assignment. All rights granted to us shall at the same time be deemed granted to our legal successors.

(3) In the event that individual provisions of these GTC are invalid, the legal validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which comes closest to the intended economic purpose.