

General Terms and Conditions

We, **Patagona GmbH**, offer our services under the following conditions.

§ 1 Subject matter of the contract

We provide the following services for our customers within the framework of a service contract:

- 1.1** We collect price and product information from various sources and make it available to our customers as part of our services.
- 1.2** Our customers receive online access (individual access data) to retrieve price and product information. We develop our online platform for the greatest possible compatibility, but our customers have no claim against us to establish compatibility with their special system (browser, operating system, shop system, etc.).
- 1.3** Our customers can also use our plugins for their web shop, which can import the price information determined by us directly into the corresponding shop or ERP system.

§ 2 Duration of contract and test period

Our customers can test our services free of charge and then decide to sign a contract with us. The following regulations apply:

2.1 Test period

If a customer would like to test our services, they can contact us via our website or at contact@patagona.de. We activate a test account once for a period of 14 days. After expiration of the test period, the customer does not have to cancel or act otherwise. Their account remains valid, but we do not provide any new information. There is no automatic renewal as a contractual relationship subject to a fee.

2.2 Conclusion of contract

After the end of the test period, the customer can book our services for a fee. To do this, our customer can select a chargeable option in their account and book it by clicking on the button "book with payment".

2.3 Contract term and period of notice

Unless otherwise agreed, the contract shall run for an indefinite period of time. Both contracting parties may terminate the contract with a notice period of 30 days. Termination must be made in writing (including in text form) or in the customer account.

§ 3 Performance of contract

3.1 Our obligations

- 3.1.1** Within the framework of our obligations under this service contract, the information shall be made available for the items selected by our customer. An actual retrieval of the information by our customer is not necessary for the fulfilment of the contract by us. As we collect the information from various sources, it is possible that, despite our efforts, incorrect information may be passed on to our customers. If our customer reports to us that we have provided incorrect information, we will endeavor to correct this circumstance.
- 3.1.2** We cannot guarantee the constant accessibility and availability of our services for the customer. Since most factors (e.g. connection or transmission speed on the part of our customers) are beyond our control, our services may be temporarily unavailable.

3.2 Obligations of our customer

- 3.2.1** In order to be able to provide the right information, we rely on the cooperation of our customers. Our customer must therefore provide us with the necessary information and documents, in particular the corresponding list prices and product information, which are necessary to determine the information.
- 3.2.2** Knowing that we collect the information from many different sources, the customer must take reasonable precautions to protect himself against damage caused by false information. This includes, for example, random checks to determine whether the correct information has been provided or – if the customer uses a plugin – a technical design that prevents the plugin from irrevocably overwriting the customer's prices or items (e.g. by backups).
- 3.2.3** Our customer may not pass on the information received from us to third parties. This does not affect the right to use the price and product information for their own purposes and to make it publicly accessible, e.g. in their own web shop. In the event of an infringement, the customer hereby undertakes to pay an appropriate contractual penalty, to be determined by us at our reasonable discretion, which shall be reviewed by the competent court in the event of a dispute. We would like to point out that the information we collect may be protected from the point of view of database copyright and that unauthorised disclosure or making available may be prohibited.

3.3 Remuneration

- 3.3.1** Our customer shall pay the monthly remuneration fixed at the time of conclusion of the contract. The amount of the remuneration results from the services booked by the customer and may be dependent on consumption (e.g. depending on the number of items for which the customer retrieves information). The remuneration is subject to the statutory sales tax. We settle the accounts and issue an invoice at the end of the month.
- 3.3.2** Our customer shall pay the invoice amount within eight working days of receipt of the invoice.

§ 4 Limitation of liability

- 4.1** We shall be liable without limitation for intent and gross negligence as well as for injury to life, limb or health as well as under the German Product Liability Act (Produkthaftungsgesetz).
- 4.2** In the event of slight negligence, we shall only be liable for the breach of material contractual obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely (Kardinalpflichten). In this case, we shall only be liable for regularly foreseeable damages.
- 4.3** The parties agree that the regularly foreseeable damage per claim shall not exceed the amount of the remuneration paid during the last six months prior to the damaging event. In total, the foreseeable loss per year shall not exceed the remuneration paid in that year.
- 4.4** We are not liable beyond that. Liability for indirect damage such as loss of profit, loss of business opportunities, loss of reputation or a reduction in goodwill is excluded.

§ 5 Confidentiality

The customer undertakes to use the information (price and product information) obtained in the course of the execution of this contract exclusively for the contractual use and to publish it only in his shop system. In particular, the customer may not pass on the information to other market participants.

§ 6 Set-off and right of retention

Our customers are not entitled to offset our claims arising from this contract against their own counterclaims or to assert a right of retention, unless the counterclaim or the right of retention is undisputed, recognized or legally established with regard to reason and amount.

§ 7 Final provisions

- 7.1** Verbal ancillary agreements have not been made. Amendments or supplements as well as the cancellation of these General Terms and Conditions must be made in writing in order to be effective. The same applies to the cancellation of the written form requirement.
- 7.2** Unless otherwise agreed, we may use the company name and logo of our customers as a reference, e.g. in advertising material or on our homepage.
- 7.3** The contractual relationship between us and our customers shall be governed by German law subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction is Darmstadt.
- 7.4** Should any provision of this contract be or become invalid, the remaining provisions of the contract shall not be affected thereby. The contracting parties undertake to replace the ineffective provision by a provision by which the intended purpose of the contract can be achieved as far as possible in a legally permissible manner. The same shall apply to any loopholes contained in this contract.