

General Terms and Conditions of meeconnect GmbH

§ 1 Scope

1.1 These General Terms and Conditions apply to all – including future – offers, contractual relationships, and services between meeconnect GmbH (the “Provider”) and the customer (the “Customer”). Deviating terms and conditions of the Customer that are not expressly acknowledged in writing are not binding, even where the Provider performs a contract without expressly objecting to them.

1.2 These General Terms and Conditions apply exclusively to entrepreneurs, legal persons under public law, and special funds under public law within the meaning of section 310 (1) of the German Civil Code [Bürgerliches Gesetzbuch, BGB].

1.3 Individual understandings reached with the Customer in a given case (including side agreements, supplementations, and amendments) always take precedence over these General Terms and Conditions. A written contract or written confirmation by the Provider is controlling as to the content of such understandings.

1.4 The ineffectiveness of individual provisions in these General Terms and Conditions does not affect the effectiveness of the remaining provisions. The invalid provision is to be replaced by the provision customary in the industry that exists for such case or, if a permissible provision customary in the industry is lacking, the corresponding statutory provision.

§ 2 Definitions

For the purposes of these General Terms and Conditions, the below terms have the following meanings:

2.1 **“User Account”**: The Customer’s virtual access account and access credentials for the respective access-restricted Service of the Provider.

2.2 **“Customer Data”**: All of the Customer’s content that it transmits to the Provider in connection with the use of the Service, the storage space, and the User Account. Customer Data also include the access data.

2.3 **“Service Description”**: The description of the technical range of functions of the respective Service that is provided to the Customer by the Provider, as can be viewed at support.meetingmarket.de.

2.4 **“Personal Data”**: Individual data about personal or factual circumstances of an identified or identifiable natural person.

2.5 **“Service”**: The respective services that may be provided by the Provider within the scope of the contractual relationship and that may be used by the Customer pursuant to the Service Description applicable to the respective service.

2.6 **“Service Portal”**: The software provided to the Customer in connection with the Service for the purpose of use in the SaaS model (*software as a service*) by remote access.

2.7 **“Tool Code”**: A piece of code (“snippet”) that is integrated into the Customer’s website and by means of which information that is required for the Service can be collected or other services can be provided.

§ 3 Offer and order issuance

3.1 The Provider’s offers are in all cases non-binding and subject to change. When placing an order, the Customer declares in binding fashion that it desires to use the Provider’s services and the Service (offer of contract by the Customer). The contract is first concluded when the Provider has confirmed acceptance of the order in writing or has activated or performed the Service.

§ 4 Subject of performance

4.1 The subject of performance by the Provider is the provision of the Service, as described in greater detail in the Service Description, by means of an SaaS model for the purpose of use by the Customer, the storage space necessary for this use, and the granting or imparting by the Provider of rights to use the Service in exchange for payment of the agreed fee.

4.2 The Provider is not responsible for creating an interface with the Customer’s existing system landscape, particularly also with respect to the Customer’s sales & catering systems. This is to be handled by the Customer in its own responsibility.

4.3 The Provider is entitled to provide the services through third parties (including the Provider’s affiliated enterprises (here and in the following in each case within the meaning of sections 15 et seq. of the German Stock Corporation Act [Aktengesetz, AktG])) as subcontractors.

§ 5 Provision of the Service and storage space

5.1 Starting at the time agreed upon in the contract, the Provider will make the Service available on server infrastructure provided by it or its subcontractors (hereinafter, “Servers”) for use in accordance with the arrangements in these General Terms and Conditions.

5.2 The Customer accesses the Service via the internet using a browser or via an application interface set up by the Provider.

5.3 The Provider will transmit to the Customer the access data necessary to access and use the Service.

5.4 If a User Account is required for the Service, the Provider will make one available to the Customer following contract conclusion. The User Account and the access data are non-transferable. The Customer is liable for all actions undertaken through its User Account. Following registration, and at the request of the Customer, the Provider may set up other authorised employees utilised by the Customer (“Users”), where necessary. The further use of the Service by Users in each case requires authentication of the User by user ID and password (hereinafter, “Login Data”) or a log in by single sign-on (SSO).

5.5 Starting at the agreed time of operable provision of the Service for the Customer Data transmitted by the Customer into the Service, the Provider will make storage space available to the agreed extent for the duration of the contractual relationship, provided that this is necessary for use of the Service as intended.

5.6 The Customer Data will be stored by the Provider for the duration of the contractual relationship. The Customer is solely responsible for compliance with the Customer’s retention periods under commercial and tax law.

§ 6 System requirements

6.1 The Customer must at its own expense and in its sole responsibility fulfil the system requirements specified in the Service Description or agreed upon in some other manner. This relates, in particular, to network connections (internet connection), telecommunications connections, hardware and software (including current and compatible browser technology) and staff with sufficient technical skills. In addition, the integration and installation of the Tool Code on the Customer’s website is handled by the Customer itself at its own expense.

6.2 The arrangement in § 18 applies mutatis mutandis to any changes to the system requirements or the Provider’s technical system.

§ 7 Rights and scope of use

7.1 Upon contract conclusion, the Provider grants the Customer the non-exclusive, non-transferable right, which may not be sub-licensed, to use the Service for the term of the contractual relationship in connection with existing functions and the envisioned use of the Service pursuant to the Service Description and any other documentation. To this extent, the Customer is authorised to store and print out any provided online documentation, while preserving existing copyright notations, and to make a reasonable number of copies of same for the purposes of this contract. Where agreed upon, the Customer may also allow its business partners to use the Service if this takes place exclusively in connection with use of the Service as intended for the Customer’s business purposes (e.g. in connection with the products that the Customer offers to its business partners, which includes access to the Service’s functions).

7.2 The open source software components used in the Provider’s Service are described in the respective Service Description or in the Service itself if there is a necessary obligation in the terms and conditions of the open source software.

7.3 The Provider provides the Service in the SaaS model (software as a service) via remote access. The Customer is not authorised to permanently store the software on its own systems or to access the data centre where the software is hosted.

7.4 If during the term the Provider makes new versions of the Service available, or if it updates, upgrades, modifies, or enhances the Service, or if it makes other changes with respect to the Service, the arrangements of this § 7 also apply to the foregoing, including where modifications or enhancements were ordered by the Customer and paid for separately.

7.5 The Customer is not entitled to any rights not expressly granted to the Customer under these General Terms and Conditions. In particular, the Customer is not entitled

a) to use or to allow third parties to use the User Account and/or the Service beyond the scope of use agreed upon in these General Terms and Conditions, including operating, hosting, leasing out, or renting out the Service, either in whole or in part;

b) to make the User Account and/or the Service otherwise accessible to third parties, unless they use the Service exclusively on behalf of and for the Customer or in connection with the products that the Customer offers to its business partners pursuant usage of the Service as intended; or

c) to make duplicates of the User Account and/or the Service or to cede same for a limited period of time, including leasing out or lending same.

7.6 In connection with use of the Service, the Customer is obligated to refrain from infringing applicable legal provisions and to ensure compliance with the arrangements in these General Terms and Conditions.

7.7 HTML or other code that may have been provided to the Customer by the Provider (including the Tool Code) must be used by the Customer without change and as intended.

§ 8 Other restrictions

8.1 If the Provider technically protects the Service (e.g. firewalls or security keys), the Customer is not permitted to remove or circumvent security precautions.

8.2 In addition, the Customer is not entitled

a) to gain access to the non-public areas of the Service or to the technical systems underlying them;

b) to use robots, spiders, scrapers, or other comparable tools for data collection or extraction, programs, algorithms, or methods for searching, accessing, acquiring, copying, or controlling the Service outside of the defined API end points;

c) to knowingly transmit Customer Data with viruses, worms, Trojans, or other infected or malicious components or to otherwise interfere with the proper functioning of the Service;

d) to decode, decompile, split, or reverse engineer the Provider's source code, any software, or proprietary algorithms or otherwise to attempt to detect them, unless this is allowed by mandatory, not indispensable requirements;

e) to test, scan, or investigate the vulnerability of the Service; or

f) to intentionally use devices, software, or routines that have a disruptive impact on the Service, functions, or the availability of the Service, that intentionally destroy other data, systems, and communication, that generate excessive loads, that have a harmful effect, or that surreptitiously intercept or take over.

§ 9 Technical availability of the Service and access to Customer Data, support

9.1 If, with respect to the availability of the Service and maintenance, the Parties conclude a separate written service level agreement ("SLA"), the Provider owes the availability of the Service and the Customer Data at the internet hubs of the data centre as agreed upon in such separate SLA between the parties, and only where the respective agreed system requirements are fulfilled by the Customer.

9.2 The Provider is responsible only for the proper functioning of its systems up to the internet hubs of its data centre.

9.3 If it follows from the qualification of the error by the Provider that the disturbance is due to obligations of the Customer pursuant to §10 or results from other reasons for which the Provider is not responsible, the Customer will be notified of this, and in such case, the Customer must resolve the problem on its own.

§ 10 Obligations and responsibilities of the Customer

10.1 In connection with contract conclusion and in connection with further use of the Service, the Customer undertakes to provide accurate and complete information and to correspondingly correct or update provided data without delay if changes should occur.

10.2 After every login, the respective User must use the log-out function at the end of use of the Service Portal in order to prevent access by unauthorised third parties.

10.3 The Customer is to take all acts of cooperation as may be necessary in order to carry out the contractual relationship on the Customer's side. In particular, it is obligated:

a) to carefully store all Login Data assigned by the Provider for the use of the Service, not to provide them to third parties, not to store them using EDP and promptly to change them to passwords known only to it, to keep secret the Login Data assigned to it, to protect them against access by third parties, and not to provide them to unauthorised users. These data are to be protected through appropriate, effective measures. The Customer must promptly notify the Provider if it is suspected that access data and/or passwords might have become known to unauthorised persons;

b) to establish appropriate password rules for its Users and to issue suitable instructions concerning the confidential treatment of passwords and Login Data;

c) to immediately block, or have the Provider block, a User's access once the User changes or a User leaves the employ of the Customer's company;

d) to comply with the restrictions/obligations with respect to rights of

use under § 7 and § 8, as well as to pursue breaches of these obligations effectively and with the aim of preventing further breaches;

e) to obtain the necessary consent of the data subject concerned where Personal Data are collected, processed or used in connection with use of the Service and no statutory or other basis for permission applies;

f) prior to sending data and information to the Provider, to scan same for viruses and other malware and to use state-of-the-art antivirus programs;

g) to notify the Provider by email of defects in the contractual services promptly (not later than on the following business day) after becoming aware of same.

10.4 Customer-specific penetration tests must be approved by the Provider prior to conducting them.

§ 11 Submission of contractual declarations via the Service Portal; prices and availability of services of the Customer

11.1 The Service offers the Customer the ability to offer its services in exchange for a fee. Legally binding contracts between the Customer and its end customers can be concluded via the Service Portal for services offered by the Customer in connection with the Service, with this being accomplished by end customers carrying out the corresponding booking process in the Service Portal.

11.2 As a general rule, the services offered by the Customer to its end customers via the Service, including the prices and availabilities of such services, are binding on the Customer.

11.3 The Provider does not provide any services whatsoever to the Customer's end customers, and they have no claim against the Provider to conclusion of a contract for the services offered by the Customer in the Service Portal. Contractual relationships with the end customer come into effect exclusively between the Customer and the end customer. As a general rule, the content published by the Customer on the Service Portal is not checked by the Provider and does not constitute any information, assurance, warranty, guarantee, or opinion of the Provider.

11.4 The Customer, as well as the Users who are designated by the Customer and set up in the Service Portal, are each deemed vis-a-vis the Provider to be entitled to use the Service Portal and to be individually authorised to submit and accept legally binding declarations. All declarations of intent by Users are submitted in the name of the Customer and, unless expressly provided for otherwise, are electronically exchanged via the Service Portal. The parties agree that valid, enforceable obligations may be entered into through the electronic transmission of declarations, and they expressly waive all rights to lodge objections to the validity and permissibility of electronically submitted declarations solely for reasons of mere electronic transmission.

§ 12 Fee, price changes

12.1 The amount of the fee is based on the prices agreed upon in the contract.

12.2 The Provider is entitled to increase the fee pursuant to the contract with three months' written notice, for the first time after expiry of the first contract term chosen by the Customer at the time of contract conclusion, but at most to the amount of the Provider's list prices for comparable services generally valid at the time of the notice. Further increases to the fee items as adjusted in each case may be demanded, at the earliest, 12 months after the last price adjustment. In the case of an adjustment of the fee, the Customer has the right to terminate the contractual relationship within eight (8) weeks of the price adjustment becoming effective, provided that the increase exceeds 10% of the most recently valid prices.

12.3 Other services not covered by the fee agreed to in the contract are provided by the Provider on a time-and-materials basis at the Provider's general list prices in effect at the time of the engagement.

12.4 All prices are in euros and are net of value-added tax or corresponding indirect tax, in each case in the statutory amount due.

§ 13 Payment terms, default

13.1 Unless the parties have reached a different understanding in writing, all invoices are immediately payable without deduction upon invoicing (due date). The Customer bears the payment transaction costs.

13.2 In the case of default in payment, the Provider is entitled after notification to block the Service, particularly the User Account, at the Customer's expense until settlement in full of the open claims.

13.3 After fruitless expiry of a reasonable deadline, the Provider is entitled to terminate the contract without notice.

13.4 More extensive claims and rights of the Provider in the case of payment default by the Customer remain unaffected, including claims for default interest and other claims for compensation of damages.

13.5 The Customer must reimburse the Provider for the costs incurred as a result of debit note reversals and returned cheques to the degree that the Customer is responsible for the event triggering the costs.

§ 14 Objections, offsetting

14.1 Objections to the invoice must be lodged with the Provider in writing within one month of receipt of the invoice. If the Customer does not lodge objections within one month of receipt of the invoice, the invoice is deemed approved.

14.2 The Customer may set off only claims that are uncontested or have been reduced by an enforceable judgment, claims that are contractually related to the Provider's claim, and/or claims that would entitle the Customer to refuse performance under section 320 BGB. The Customer is entitled to rights of retention only to the extent that they are based on the same contractual relationship.

§ 15 Data security, data protection

15.1 The parties are to observe the respectively applicable provisions of data protection law and to obligate the employees they use in connection with the contractual relationship to comply with data secrecy, unless they are already generally subject to a corresponding obligation.

15.2 If the Customer collects, processes, or uses Personal Data, it warrants that it is authorised to do so in accordance with the applicable provisions, particularly those of data protection law, and that in the event of an infringement it will indemnify the Provider at first demand against claims of third parties. Where the Provider is required to process Personal Data, it acts as the processor. The Provider will observe the statutory requirements for processing that is carried out on behalf of a controller and heed the Customer's instructions (e.g. compliance with obligations to erase and block). In this case, the details are addressed by the Provider's supplemental terms and conditions concerning processing that is carried out on behalf of a controller.

15.3 The Provider will collect and use the Personal Data of the Customer to the extent necessary for performance of this contract. The Customer consents to the collection and use of such data to this extent. Details about how the Provider treats Personal Data of the Customer can be found in the additional information contained in the Provider's data protection policy, which is available at www.meeconnect.com/privacy.

15.4 The obligations under this § 15 remain in effect as long as Customer Data are within the Provider's sphere of control, including after the end of the contract.

§ 16 Intellectual property

16.1 All rights in and to the Service Portal, the software, and the Service of the Provider remain with the Provider and/or the respective licensor of the Provider.

16.2 Other than with respect to Customer Data, all content of the Service Portal, such as texts, graphics, logos, button symbols, images, and audio clips, are the property of the Provider or its licensor and are protected by copyright or other intellectual property rights.

§ 17 Customer Data

17.1 The Customer is solely responsible for the accuracy, quality, lawfulness, reliability, and suitability of all Customer Data, as well as for the commercial property rights in and to them and the right to use them. The foregoing also applies, in particular, to whether the data entered in the Service Portal by the Customer is accurate, complete, and up to date with respect to prices and availabilities of the services offered by the Customer to its end customers. The Customer warrants, in particular, that

a) it and/or its licensors possess all rights in and to the Customer Data that are necessary for granting rights under these General Terms and Conditions;

b) the Customer Data do not infringe these General Terms and Conditions, applicable law, or the intellectual property of a third party.

17.2 The Customer hereby grants the Provider the right to use the Customer Data that, for the purpose of using the Service, are stored in the storage space for the purpose of performing the contract, including copying them (e.g. for data back-ups), modifying them, and making them available for the purpose of accessing them in conformity with the contract.

17.3 The Customer is obligated to back up its Customer Data at regular intervals. The Customer must perform all back-ups in such a way that the Customer Data can be restored at any time.

17.4 The Provider is entitled to immediately block the use of the Service and the storage space if there is legitimate reason to suspect that the stored Customer Data are unlawful and/or infringe rights of third parties. Legitimate reason to suspect unlawfulness and/or an infringement of a right is considered to exist, in particular, where courts, public authorities, and/or other

third parties inform the Provider about it. The Provider will notify the Customer about the block and the reason for it. The block is to be lifted once the suspicion is ruled out.

§ 18 Modifications to the Service and these General Terms and Conditions

18.1 The Provider reserves the ability to modify these General Terms and Conditions, the SLA, and the Service at any time with effect also during the existing contractual relationship in order to conform to changed legal or technical conditions, API compatibility, or with respect to enhancements to the Service or technical development, with the basic functions of the Service remaining intact. This also includes, in particular, improving the Service and expanding the scope of functions, as well as making modifications to reflect the state of technology and the respectively applicable requirements and standards of data protection and data security.

18.2 The Customer will be informed by email about such modifications at least 30 calendar days prior to their coming into effect, provided that the modification is associated with a limitation in the availability of previously generated data or other detriments (e.g. modification effort and expense) that are more than merely insignificant. If the Customer does not object within 30 days of receipt of the notice and continues to use the Service also after expiry of objection deadline, the modifications are deemed effectively agreed to with expiry of the deadline. In the case of an objection, the contractual relationship is continued under the previous terms and conditions. In the event of an objection, the Provider is entitled to terminate the contractual relationship with one (1) month's notice. The Customer will be advised in the modification notice about its right to object and about the consequences.

§ 19 Defects

19.1 The Customer must give the Provider prompt written notice of any defects and, by describing the error as precisely as possible, appropriately assist the Provider to the extent that can be reasonably expected of it in analysing the error and eliminating it.

19.2 Defects in the Service, including the documentation (e.g. use manual/online manual – where available), will be worked on by the Provider within the response times specified in the SLA after corresponding notice of the defect by the Customer. The same applies to other disruptions in the ability to use the Service for which the Provider is responsible. Any claims to compensation of damages due to defective service are based on § 20 these General Terms and Conditions.

19.3 The Customer's right to terminate for failure to permit use pursuant to section 543 (2) sentence 1, No. 2 BGB is excluded unless restoration of the condition in conformity with the contract is deemed to have failed. Restoration of the condition in conformity with the contract is deemed to have failed, at the earliest, after the second unsuccessful attempt.

§ 20 Liability of the Provider

20.1 The Provider's liability for compensation of damages is limited pursuant to this § 20.1, irrespective of the legal basis, including that based on impossibility, default, defective or wrong delivery, breach of contract, breach of obligations during contract negotiations, and tort, to the extent that fault is present in the given case.

a. The Provider is not liable in the case of simple negligence by its governing bodies, statutory representatives, employees, or other persons it uses to perform an obligation ("Erfüllungsgehilfen"), unless this involves a breach of obligations material to the contract. A contractual obligation is material if its fulfilment is essential for proper performance of the contract and the Customer regularly relies and is entitled to rely on compliance with it.

b. If pursuant to this § 20.1, the Provider is liable on the merits for compensation of damages, such liability is limited to damage that is reasonably foreseeable for this type of contract.

20.2 Strict liability for compensation of damages is excluded for defects that already existed at the time of contract conclusion.

20.3 The Provider is not liable for the loss of Customer Data if the damage is based on the fact that the Customer failed to perform data back-ups pursuant to Section 17.3 and thereby to ensure that lost Customer Data can be restored with reasonable effort.

20.4 The foregoing exclusions and limitations of liability in this § 20.1 to § 20.3 apply to the same extent in favour of the Provider's governing bodies, statutory representatives, employees, or other persons it uses to perform an obligation.

20.5 The foregoing exclusions and limitations of liability in Section 20.1 to Section 20.3 do not apply the Provider's liability

- for wilful misconduct or fraudulent concealment of a defect or in the case of defects whose absence was guaranteed by the Provider,
- for guaranteed characteristics,

- for loss of life, physical injury, or damage to health, or
 - under the German Product Liability Act [Produkthaftungsgesetz].
- 20.6 The Provider is not liable for impairments, limitations, service impediments, interruptions, or malfunctions concerning the Service that are based on circumstances outside the Provider's area of responsibility.
- 20.7 In addition, the Provider is not liable to the Customer for damages that the Customer may suffer as a result of the fact that an end customer of the Customer does not pay for booked services of the Customer or fulfil other obligations to the Customer.
- 20.8 The Customer's claims for reimbursement of expenses are limited to the amount of the interest that it has in performance of the contract.
- 20.9 The rules concerning the burden of proof remain unaffected by the provisions of this § 20.

§ 21 Obligation of the Customer to indemnify

- 21.1 The Customer undertakes to promptly indemnify the Provider and hold it harmless against all claims and demands of third parties under or in connection with unlawful or unauthorised use of the Service, to the extent that such unlawful or unauthorised use originates from the sphere of the Customer. The same applies to claims and damages that arise from infringements of rights for which the Customer is responsible.
- 21.2 In addition, the Customer undertakes to promptly indemnify the Provider and hold it harmless against all claims and damages of the Customer's end customers under or in connection with use of the Service, particularly where end customers make claims as a result of failure to perform, poor performance, or other breach of duty by the Customer in connection with the contract concluded between the Customer and its end customer for use of the Service Portal.
- 21.3 The obligation to indemnify also covers the costs of legal defence to a reasonable extent, but at most to the extent permissible by statute in Germany, in particular, under the German Act on the Remuneration of Lawyers [Rechtsanwaltsvergütungsgesetz, RVG] and the German Act on Court Costs, [Gerichtskostengesetz, GKG].

§ 22 Blocking of access to the Service

- 22.1 In addition to the cases already addressed elsewhere in these General Terms and Conditions, the Provider may, after giving the Customer prior written notice, block the Customer's access to the Service, including where the Customer infringes the arrangements in § 7 and/or § 8 and the infringement can be remedied hereby. The block is to be lifted once the reason for the block no longer exists.
- 22.2 In addition, the Provider is entitled to block access to the Service by individual Users of the Customer if they have not logged in over a period of more than nine months or there is suspicion of misuse.

§ 23 Term, termination

- 23.1 At the time of contract conclusion, the Customer chooses a contract term ("Service Period"). The contract may be terminated by either party with eight (8) weeks' notice, effective at the respective end of the chosen Service Period or the respective renewal term. If the contract is not terminated, it automatically renews for successive terms of one year each at the end of the Service Period (or, as the case may be, upon expiry of the respective renewal term).
- 23.2 In the absence of an express understanding to the contrary, any right of the Customer to terminate in accordance with section 649 sentence 1 BGB is excluded.
- 23.3 The right of the parties to terminate without notice for cause remains unaffected. Cause is considered to exist where a party grossly breaches the obligations expressly addressed in this contract, as well as, in particular, where an application is filed for commencement of insolvency proceedings in respect of the assets of the other party or of comparable proceedings under foreign law or such an application is refused for lack of assets to cover the costs of such proceedings, or the other party is insolvent, wound up, or liquidated or has entered into an arrangement with creditors or applied for comparable proceedings or if such proceedings are initiated against the other party.
- 23.4 In addition, cause entitling the Provider to terminate without notice is considered to exist, in particular, where the Customer
- a. despite a reminder, fails to make due and owing payments within 30 days of receipt of the reminder, or
 - b. despite a corresponding written warning by the Provider, continues to infringe or repeatedly infringes the arrangements in § 7 and/or § 8, unless the Customer is not responsible for such infringements.

The Provider's right to claim compensation for damages remains unaffected.

- 23.5 Termination of the contract must in all cases be made in writing.

§ 24 Legal consequences of contract termination

24.1 A termination of the contractual relationship simultaneously includes a termination of the User Account and any and all user IDs provided to the Customer's end customers.

24.2 When the contract ends, the Customer is no longer entitled to use the Service. The Customer is obligated when the contract ends to promptly delete the software installed for it on its systems or systems of third parties and to remove elements of the Provider's code (in particular, the Tool Code) integrated into its website.

24.3 The Provider is entitled to delete the Customer Data from all systems of the Provider one month after the contract ends, unless this is prevented by statutory retention periods. The Customer is obligated to export and back up the Customer Data in its own responsibility and in a timely manner prior to the ending of the contract or prior to expiry of the aforementioned deadline.

§ 25 Place of performance, place of jurisdiction, applicable law

- 25.1 The place of performance for all obligations under the contractual relationship is the place of the Provider's registered office. The exclusive place of jurisdiction for all legal disputes with merchants, including as part of a bill-of-exchange or cheque process, is the Provider's registered office. However, the Provider is entitled to bring suit against the Customer at the latter's general place of jurisdiction. Mandatory statutory provisions concerning exclusive places of jurisdiction remain unaffected by this arrangement.
- 25.2 The contractual relationship is subject to German law under exclusion of conflict-of-law rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, as well as other bilateral or multilateral agreements serving to harmonise the international sale of goods, are inapplicable.

meeconnect GmbH

Troisdorf, 29 March 2019