

Please note that only the German version of the partner terms serves as a basis for the conclusion of the contract.

1. Preamble

CHECK24 Vergleichsportal Shopping GmbH, Munich Local Court under HRB 201137 (hereinafter referred to as "CHECK24 Shopping") operates, among other things, an internet portal under the URL <https://shopping.check24.de/> (hereinafter referred to as "portal").

CHECK24 Shopping purchases products from merchants, suppliers, manufacturers, etc. (hereinafter referred to as "partner") and sells them to third parties (hereinafter referred to as "end customers"). In this case, a contractual relationship exists between CHECK24 Shopping and the end customer on the one hand and between CHECK24 Shopping and the partner on the other hand. The end customer concludes a purchase contract exclusively with CHECK24 Shopping. In the present case, there is no contractual relationship between the partner and the end customer at any time.

After the purchase of the products by CHECK24 Shopping, CHECK24 Shopping will request the partner to ship these products directly to the end customer in the so-called "drop shipment" or to have them shipped by another pre-supplier.

The partner shall receive a credit note (= invoicing by the service recipient) from CHECK24 Shopping for his services.

2. Terminology

2.1 Value of goods: sales price including statutory VAT, excluding shipping costs and similar other costs.

2.2 Subscription price: value of goods and shipping and similar other costs, less statutory value added tax thereon.

2.3 Price reduction: reduction agreed on the subscription price in % in relation to the subscription price before price reduction plus statutory VAT.

2.4 Sales price: Price displayed by CHECK24 Shopping for end customers on the website during the selection/ordering process, excluding shipping costs and similar other costs, but including VAT.

2.5 Purchase price: Purchase price for CHECK24 Shopping without VAT and without shipping costs and similar other costs as well as after price reduction.

2.6 Delivery reliability: Percentage of deliveries that have been delivered up to and including the end date of the specified delivery period (e.g. delivery reliability for delivery specification 11.3.-13.5.2030 would be all deliveries up to and including 13.5.2030)

3. Registration

3.1 CHECK24 Shopping offers the end customer the opportunity to obtain information about products via the portal and to purchase them. The partner may sell his products via the portal.

3.2 A prerequisite for the use of the portal on the part of the partner is a CHECK24 partner account (hereinafter referred to as "partner account") - here the partner deposits all relevant data, including his business data, as well as details on shipping and returns. These GTC come into effect with the acceptance of the registration by CHECK24 Shopping.

3.3 The partner makes an offer to CHECK24 Shopping for the use of the marketplace when he sends the necessary documents (e.g. the CSV file regarding the product master data, see clause 5.11 of these GTC) for the connection to the portal after having agreed to the GTC. CHECK24 Shopping implicitly accepts the offer of cooperation by the technical connection.

3.4 When registering, the partner must provide truthful and complete information regarding all required information. This applies in particular, but not exclusively, to information concerning the identity, address, telephone number, e-mail address, LUCID registration number, country of dispatch of the goods and the value added tax identification number (VAT ID). If certain qualifications are required or prescribed by law for the products offered, these must also be truthfully and completely stated by the partner. Should the aforementioned information change during the term of the present user agreement, the partner shall immediately update the data deposited with CHECK24 Shopping. If the partner fails to do so, the partner shall be liable for any damage actually suffered by the portal as a result.

3.5 Registration as a partner is reserved exclusively for legal entities, partnerships and natural persons with unlimited legal capacity who act as entrepreneurs within the meaning of Section 14 (1) of the German Civil Code (BGB).

4. Login details

4.1 The partner shall choose a secure password (at least 10 characters long, upper- and lower-case letters, special characters, numbers) after the successful activation of his partner account. The partner is obliged to keep his password and, if applicable, other access data for the use of the portal strictly secret and to carefully secure the access to his partner account. Passwords must be changed regularly by the partner.

4.2 The partner has to notify CHECK24 Shopping immediately after becoming aware of any use of his partner account by unauthorized persons so that CHECK24 Shopping can take appropriate measures to suppress the unauthorized use. Insofar as the partner is responsible for the unauthorized third-party use and CHECK24 Shopping should have suffered damage as a result thereof, the partner shall be obliged to compensate CHECK24 Shopping for such damage.

4.3 The partner account is transferable to third parties only with the express prior consent of CHECK24 Shopping.

4.4 Official communication between CHECK24 Shopping and the partner shall take place in text form, via the e-mail address stored in the partner account.

5. Specification of services

5.1 Via the portal, partners can post product offers, which can then be purchased by CHECK24 Shopping at an agreed subscription price minus an agreed price reduction and resold by CHECK24 Shopping to their end customers. CHECK24 Shopping acts as the seller of the products to the end customer. The partner will ship the products exclusively in the so-called "drop shipment" directly to the end customer or have them shipped by another pre-supplier.

5.2 CHECK24 Shopping may display the products on the portal at its own discretion. CHECK24 Shopping promotes the portal itself and also provides third parties with access to the data and information of the offered items for this purpose, so that they can promote the items.

5.3 Only such products may be offered by the partner for which the partner can state a concrete/binding delivery time. The partner undertakes to inform CHECK24 Shopping immediately if a product is no longer available or if the delivery time cannot be met.

5.4 The partner has to ensure that his offers meet the requirements for sale via an online platform. It is prohibited to offer products on the portal whose offer, sale or purchase violates German statutory provisions (unless excluded by higher-ranking law). The partner undertakes to offer only new, originally packaged and defect-free products. The partner has to ensure that he is authorized to offer or sell the products via platforms.

5.5 The partner also guarantees that no so-called parallel imports are offered, i.e. products which are intended by the manufacturer for certain countries but not the sales area of CHECK24 Shopping.

5.6 The partner shall ensure that he owns all rights to the images transmitted to CHECK24 Shopping and that CHECK24 Shopping may use them on its portal.

5.7 The partner shall also ensure that product descriptions and designations do not infringe any trademark rights (e.g. products with incorrect manufacturer's designation).

5.8 Articles for the purchase of which a minimum age of the purchaser is stipulated by law, in particular tobacco products, spirits, spirituous beverages or food containing spirits in not only minor quantities, as well as alcoholic sweet drinks or other alcoholic beverages within the meaning of the Youth Protection Act, may only be posted in compliance with the respective applicable statutory provisions. The partner undertakes to mark articles with age restrictions accordingly when transmitting the product data to CHECK24 Shopping and to ship the respective article only in case of a confirmation of the permissible age by CHECK24 Shopping. The shipping option offered by the partner must ensure that minors do not have access to the shipment. The obligation of the partner to comply with legal regulations (e.g. prohibition of certain advertising for articles harmful to minors) remains unaffected. Shipping of age-restricted items to packing stations is not permitted and therefore excluded.

5.9 The partner undertakes to provide CHECK24 Shopping with the following information in particular for each of his products that he has approved for placement via the portal, if known:

- Category (e.g. TV)
- Manufacturer/brand name (e.g. Philips)
- Product name (e.g. 42PFL5604H)
- Manufacturer article number (e.g. C5678D)
- EAN and/or GTIN number
- Value of goods in Euro incl. taxes
- Optional: price per unit of measurement (e.g. liter, kg) if required
- Shipping costs incl. taxes
- Stock in pieces
- Delivery time (duration until delivery to the customer)
- Availability
- Unique dealer article number
- Link to detail page/deeplink
- Link to product image
- Product information as short text
- Product information as long text
- Shipping method: if relevant, additional delivery services incl. costs for this service

- Weight of the product in grams (if relevant for shipping costs rule)
- Country where the product is shipped from
- Customs tariff number if goods are shipped from other European countries

5.10 The partner shall transmit the product and offer data to CHECK24 Shopping by means of one of the following procedures:

5.10.1 CSV or XML file ("offer feed") provided on a server via ftps and sftp

5.10.2 The order transactions are transmitted via the CHECK24 API (interface) by https or via an FTP server (sftp and ftps) as an OpenTrans document with secure encryption.

5.10.3 Qualified plug-ins are available for various shop systems (e.g. magento), which enable the order transaction to be transmitted (2-way communication) directly to the corresponding shop system.

5.11 There are also other connection options such as TradeByte and Channeladvisor. The order in which the information is transmitted to CHECK24 Shopping is coordinated in advance with CHECK24 Shopping and may not be changed by the partner without prior consultation and only with the corresponding approval of CHECK24 Shopping.

5.12 The partner is responsible for the topicality of the information.

5.13 The partner shall transmit the prices for the respective offers to CHECK24 Shopping as recommended retail prices (not identical with the manufacturer's RRP). This recommended price shall be shown as the value of the goods including statutory value added tax. The partner shall additionally transmit the delivery/shipping costs including statutory German VAT. CHECK24 Shopping is not bound to this recommended retail price when setting the sales price and the delivery/shipping costs to end customers.

5.14 The partner undertakes to inform CHECK24 Shopping about changes to his data protection declaration, his revocation conditions, general terms and conditions as well as the imprint, provided that these are issued by CHECK24 Shopping with offers.

6. Shipping, shipping costs and product prices

6.1 The partner shall transmit the shipping costs and, if relevant, costs for additional delivery services for each product in the offer CSV file.

If CHECK24 Shopping purchases several products from the partner and the shipping costs are thus lower than the addition of the individual shipping costs (bundling), the partner undertakes to pass on this cost reduction to CHECK24 Shopping.

6.2 The parties agree that the shipping costs in case of bundling as well as special shipping rules (special cases) such as island surcharges shall either be entered in the partner area in the rule system or otherwise communicated to CHECK24 Shopping and kept up to date so that CHECK24 Shopping can communicate the total shipping costs in case of several products or special cases to the end customer before the purchase. In order for the shipping costs to be correctly stored in the rule system, additional information such as weight details or sizes of the individual products have to be specified in the CSV file.

6.3 The partner shall ensure that his online store advertised via the portal complies with the legal provisions. This includes, in particular, the partner's General Terms and Conditions and statutory labeling obligations.

6.4 The partner undertakes to pay the accruing remuneration according to §§ 54 ff. UrhG and assures that no further claims for remuneration based on § 54 UrhG exist against CHECK24 Shopping.

7. Sales contract and order transmission

7.1 The presentation of the products on the portals is neither a binding offer of the partner to CHECK24 Shopping nor a binding offer of CHECK24 Shopping to the end customer to conclude a purchase contract. The presentation is merely an invitation to end customers to make a binding offer to CHECK24 Shopping.

7.2 By submitting the order via the portal, the end customer submits a binding offer directed at the conclusion of a purchase contract for a product or the products contained in the shopping cart to CHECK24 Shopping. CHECK24 Shopping in turn submits a purchase offer to the partner by transferring the order of the end customer into the merchandise management system of the partner.

7.3 CHECK24 Shopping shall provide the end customer's order information for each product sold by the partner to CHECK24 Shopping, but only in the form in which CHECK24 Shopping has received such information. In order to communicate with the end customer in the context of the order (e.g. shipping confirmation), CHECK24 Shopping shall provide the partner with an alias e-mail address, which ensures that CHECK24 Shopping is informed about the delivery status of the order. CHECK24 Shopping reserves the right to make test purchases.

7.4 The partner is obliged to check the order data for correctness (delivery time, product price, shipping costs, etc.). The partner accepts the order by clicking on the "accept" button in the partner area of the portal or by sending a corresponding confirmation email to CHECK24 Shopping via the alias email address. Alternatively, the order can be accepted via a transfer of OpenTrans documents or an integration such as ChannelAdvisor and TradeByte. If the partner refuses to accept the order (e.g. in the partner area of the portal), the offer shall be deemed to have been rejected by the partner, so that no purchase contract shall be concluded between CHECK24 Shopping and the partner. The partner undertakes to accept the offer promptly, at the latest within one working day, or to refuse the order. If the partner has not processed the order within one working day, CHECK24 Shopping shall charge a processing fee of EUR 2.50 plus statutory VAT.

7.5 The partner undertakes towards CHECK24 Shopping, after acceptance of the order, to legally deliver the product at the agreed costs (subscription price minus an agreed price reduction) to CHECK24 Shopping as well as actually in the described manner and quantity to the end customer in the agreed/indicated delivery time.

7.6 The partner undertakes to enclose only a delivery bill with the delivery to the end customer. The partner is not permitted to add an invoice and/or enclosures (here in particular vouchers, discounts, coupons, etc.). This applies to third-party offers (e.g. from the manufacturer) as well as to the partner's own offers. Free product samples are excluded from this.

7.7 CHECK24 Shopping must be informed immediately of any delay in delivery (e.g. via the alias e-mail address). If the order is lost during the transport of the goods to the end customer, the partner undertakes to make inquiries in this regard. In the present case, a maximum period of two weeks is to be assumed with regard to a reasonable period for investigation purposes. If there is no new

delivery date after two weeks, the end customer has the right to a new delivery or to withdraw from the purchase free of charge.

7.8 CHECK24 Shopping may charge a handling fee for each delay in delivery for which the partner is responsible in the maximum amount of EUR 2.50 plus statutory VAT per order.

7.9 CHECK24 Shopping checks compliance with delivery times ("delivery reliability") and may extend the delivery end times indicated via the portal if the delivery reliability falls below a certain value (currently 95%).

7.10 CHECK24 may charge processing fees for refunds of orders already invoiced, e.g. in case of cancellation by the partner or cancellation by the customer after a delayed delivery.

7.11 After receipt of the order in his merchandise management system, the partner undertakes to send a confirmation of receipt to the e-mail address specified during the order transmission. In addition, with the acceptance of the order, the partner undertakes to send the concrete order data (such as price, shipping costs, delivery address, delivery time) to the e-mail address transmitted by CHECK24 Shopping.

7.12 The CHECK24 alias e-mail addresses may be used by the partner exclusively for processing the orders received via CHECK24 Shopping. He is not permitted to use the alias e-mail addresses or other customer contact information for own purposes such as, in particular, evaluation e-mails or newsletters, etc. of the partner.

8. Rights of withdrawal

8.1 The partner undertakes to grant CHECK24 Shopping a 30-day right of withdrawal.

8.2 If the end customer makes use of its 30-day right of withdrawal, the partner grants CHECK24 Shopping the right to also withdraw from the purchase contract with the partner even if the period for the end customer to make use of the statutory right of withdrawal of 14 days has already expired.

8.3 In the event of a return, the partner shall be obliged to reimburse CHECK24 Shopping for the total price already paid (subscription price minus any agreed price reduction) minus any compensation for deterioration of the product or benefits derived plus statutory value added tax. CHECK24 Shopping is entitled to offset these refunds against future credits to the partner.

9. Return and claim

9.1 The partner shall take care of the shipment to the end customer and any complaints asserted by the end customer when processing the order.

9.2 In order to simplify the processing of returns, the partner shall also accept returns directly from the end customer. The partner shall inform CHECK24 Shopping immediately after becoming aware of a revocation (e.g. via a standard e-mail to the alias e-mail address). Any return costs shall be borne by the partner insofar as they are not borne by the end customer.

9.3 CHECK24 Shopping refers the end customer to the above-mentioned possibility of returning the goods to the partner, who will carry out the return without charging CHECK24 Shopping any further costs. The obligation to return goods free of charge does not apply to the return of tires and complete wheels.

9.4 CHECK24 Shopping shall provide the end customers with a return label. CHECK24 Shopping shall invoice the partner for the costs of these returns.

Alternatively, the partner may provide CHECK24 with the access data to the partner's shipping service provider (credentials) (e.g. DHL). CHECK24 Shopping undertakes to use this access only for the purpose of returns. In this case the return costs will not be charged by CHECK24 Shopping. All arrangements with the end customer necessary for the return shall be made exclusively by the partner. Recall actions shall continue to be carried out exclusively by the partner.

9.5 The warranty rights of CHECK24 Shopping will be governed by the general statutory provisions, unless otherwise provided.

9.6 If warranty or guarantee claims are successfully asserted by an end customer against CHECK24 Shopping, CHECK24 Shopping uses the partner for the fulfillment of these claims. The partner agrees to provide any warranty or guarantee services, which are asserted against CHECK24 Shopping, without restriction within the scope and extent of the respective legal regulations as well as within the scope of the voluntary guarantees of the manufacturers against the end customers of CHECK24 Shopping, as if these end customers were the end customers of the partner. CHECK24 Shopping and the partner cooperate in the sense of the best possible clarification and settlement of the claims asserted by the end customer and take into account that CHECK24 Shopping as an intermediary has no direct influence on product selection, quality, defect removal as well as any subsequent performance options.

9.7 The partner shall inform CHECK24 Shopping immediately after receipt of the returned or claimed goods of the end customer about the receipt of goods (within 48 hours via a standard email to the alias email address).

If, despite documented receipt of goods (based on tracking links of the respective shipping service provider), there is no feedback from the partner to CHECK24 Shopping, CHECK24 Shopping may trigger the refund to the end customer. Any claims for damages of the partner against CHECK24 Shopping in this respect can only be asserted by the partner within the first 48 hours after the reported or documented receipt of goods.

9.8 If the end customer's return was made with the CHECK24 label and the goods were damaged during the return transport, the partner has to inform CHECK24 Shopping within 48 hours after receiving the returned or claimed goods. The damage report must be sent to the alias e-mail address, providing the following information: Description of damage, pictures as proof, invoice to determine the value of the goods and confirmation of damage by the logistics provider. Any claims for damages by the partner against CHECK24 Shopping in this regard may only be asserted by the partner within the first 48 hours after the reported or documented receipt of goods.

9.9 If the end customer receives damaged or defective goods and revokes the purchase contract in due time, the return shall be exclusively free of charge for the end customer. The partner undertakes, irrespective of his own revocation provisions, to provide a free return label or to organize a collection of the return. Whether a return label must be provided or a pick-up must be organized depends on the selected delivery mode of the original shipment.

9.10 In the event of justified complaints by the end customer, four weeks shall be deemed to be a reasonable period of time for the partner with regard to rectification of defects from the date of receipt of the complaint by the partner. Accordingly, the partner undertakes to rectify defective

goods within four weeks. If no rectification takes place within four weeks, the end customer has the right to a new delivery or to withdraw from the purchase free of charge. In the event of withdrawal from the purchase, the partner shall bear the return transport costs incurred irrespective of the originally agreed return conditions.

9.11 The partner undertakes to process requested cancellations of the end customer within 24 hours. CHECK24 Shopping has the right to confirm the cancellation to the end customer upon expiration of the 24 hours. Accordingly, the partner shall not have any payment claims against CHECK24 Shopping after the expiration of the 24 hours.

10. Compensation

10.1 Payments by the end customer shall be made exclusively to CHECK24 Shopping. Payments to the partner shall be made in a regular payment rhythm - as a rule every 4 weeks - after CHECK24 Shopping has issued a credit note. Payments are released after the expiry of the withdrawal period.

10.2 CHECK24 Shopping shall pay out credits to an account designated by the partner. If a credit in favor of CHECK24 Shopping arises due to the determination of revocations etc. according to the preceding paragraph and if this credit cannot be offset against further purchases from the partner within the following month, the partner shall be obliged to transfer the corresponding amount to the account of CHECK24 Shopping or CHECK24 Shopping shall be entitled to collect the amount from the account of the partner specified when granting the direct debit authorization. If the partner's account does not have the required cover, the account-holding credit institution (see above) shall not be obliged to honor the payment. Partial redemptions will not be made in the direct debit procedure.

10.3 The partner shall bear the costs incurred as a result of a chargeback of the payment transaction, inter alia, due to insufficient account coverage or incorrectly specified account data, provided that the partner is responsible for the chargeback. In case of a chargeback CHECK24 Shopping is entitled to remove the offers of the partner from the website. CHECK24 Shopping shall charge a lump sum of maximum EUR 49.00 (in words: EURO forty-nine) plus statutory value added tax for this.

10.4 The registration as well as the placement of offers is not associated with any costs to the partners. For sales via the portal, the conditions listed on the website (<https://merchantcenter.shopping.check24.de/konditionen>) at the time of registration shall apply. CHECK24 Shopping may adjust the conditions at any time. For this purpose, it is sufficient to inform the partner 14 days in advance.

10.5 The partner sells the products to CHECK24 Shopping at the price stated by the partner in the offer feed (subscription price) minus an agreed price reduction (usually a percentage on the gross value of goods plus shipping/delivery costs). There is no credit note if CHECK24 Shopping withdraws from the purchase contract with the partner or revokes the contract.

11 Taxes, customs duties

11.1 The partner shall check credit notes for correctness immediately upon receipt. CHECK24 Shopping shall not be liable for any damage in this respect incurred by the partner due to a lack of verification.

11.2 Should CHECK24 Shopping have to make advance payments for the partner in the case of ZPÜ fees (Zentralstelle für Überspielungsrechte), these costs incurred shall be charged to the partner.

12 Intellectual property

12.1 The partner grants CHECK24 Shopping a free, non-exclusive, spatially unlimited right of use in particular to logos of the brand manufacturer, logos of the partner, trademarks, product images, product videos and/or written or graphic representations. CHECK24 Shopping shall not change the trademark and/or logo in such a way that the form no longer corresponds to that provided by the partner, with the exception of resizing the trademark and/or logo, but the relative proportions shall not be affected.

12.2 CHECK24 Shopping reserves the right to sublicense the rights of use to affiliated companies.

12.3 Notwithstanding clause 12.1, CHECK24 Shopping is entitled, even without the consent of the partner, to use the materials to the extent that such use is permitted by law, even by the end customer, without a license.

13 Usage restrictions

CHECK24 Shopping strives for high technological standards, but points out that errors in the technology used (hardware and software), which may lead to damages, cannot be excluded. In particular, a continuous accessibility of the CHECK24 Shopping websites and telecommunication systems (incl. e-mail systems) is neither owed nor guaranteed to the partner.

14 Lawful use, blocking

14.1 CHECK24 Shopping reserves the right to warn, temporarily or permanently block partners if, in particular, one or more of the following points are violated:

- the partner's products offered contain misleading or untrue information in product descriptions, content that violates the rights of third parties, in particular copyrights and trademark rights and/or content that violates applicable law,
- the partner harasses, insults, threatens or in any other way interferes with the rights of the end customer. CHECK24 Shopping reserves the right to temporarily block the partner's profile until the facts of the case have been clarified. If it turns out that the accusation was not true, the partner will be activated again. If the accusation is confirmed, the partner will be blocked permanently,
- there are repeated complaints from the end customers because the partner has not kept to the agreed deadlines or promised services (repeated means at least five complaints per quarter). The partner has the possibility to explain himself to CHECK24 Shopping within a 7 (seven) day period. Whether the complaints are justified is at the discretion of CHECK24 Shopping,
- the partner's customer rating falls below 3 out of 5 points (customers can rate the partner with 1 to 5 points - 1 point being the worst, 5 points the best rating) in the past calendar year. In case of the first violation, the partner will be warned. If products are claimed and/or returned in one out of 20 (twenty) cases within a calendar month or in case of more than 5 cases per month. Excluding cases where the reason for return is not the partner's responsibility, e.g. ordering the wrong size, incompatible part or not being satisfied by the customer,
- if more than 10% of all transactions of the partner in a calendar month are cancelled by the partner,
- if the delivery reliability (see also clause 2.6) is lower than 95% of all orders in a calendar month,
- the partner is engaged in money laundering with the partner account. In case of a justified suspicion, CHECK24 Shopping reserves the right to temporarily block the profile until the facts are clarified. The blocking remains in place until the partner can refute the suspicion

against him. If the suspicion is confirmed, CHECK24 Shopping reserves the right to block the profile permanently and, if necessary, to file a complaint with the competent authority,

- the partner violates applicable German (and/or higher-ranking) law,
- the relationship of trust between the partner and CHECK24 Shopping is permanently disturbed.

14.2 Whether the partner is warned, temporarily or permanently blocked depends on the severity of the violation.

14.3 CHECK24 Shopping is legally obligated to provide the partner with the reason for the permanent blocking of the profile on a permanent data carrier, such as by means of the partner's e-mail address stored in the partner account. The partner shall be informed thereof 30 days in advance.

14.4 The 30-day period shall not apply if one of the following conditions applies:

- CHECK24 Shopping is legally or officially obliged to block the partner account of a partner, which does not allow compliance with the time limit.
- CHECK24 Shopping exercises its right to block on the basis of a compelling reason under German law, which is in accordance with Union law.
- CHECK24 Shopping can prove that the partner has repeatedly violated these GTC.

14.5 CHECK24 Shopping is not obliged to inform the partner of the reasons that led to the blocking of the profile if:

- CHECK24 Shopping is legally or officially obliged not to disclose the reasons.
- CHECK24 Shopping can prove that the partner has repeatedly violated these GTC, which has led to the blocking of the partner's account.

14.6 CHECK24 Shopping expressly points out the possibility to complain within the framework of the internal complaint management procedure (clause 22). In the event of a demonstrably successful complaint, CHECK24 Shopping shall immediately reactivate the profile.

15. Ratings

15.1 After the execution of the contract, the end customer shall have the opportunity to evaluate the products offered/provided by the partner and/or the partner itself. This serves the purpose of providing other end customers of CHECK24 Shopping with a reliable picture of the partner and his products, in particular with regard to quality, performance and general appearance.

15.2 CHECK24 Shopping reserves the right vis-à-vis the end customer to delete untrue, unobjective, insulting or defamatory reviews in whole or in part and, in the event of particularly serious violations of the above provisions, to block end customers from future use of the platform of CHECK24 Shopping.

15.3 CHECK24 Shopping is not responsible for the content of reviews and therefore does not assume any liability.

16. Ranking

The sorting of offers for a product is primarily based on the sales price, depending on the setting incl./excl. shipping costs.

Furthermore, quality criteria of the offer can be taken into account, such as delivery time, delivery reliability, customer ratings, deadline for returns, costs for returns, availability, service and process quality.

17. Liability

17.1 CHECK24 Shopping shall be liable to the partner without limitation for any damages in case of intent and gross negligence, also of its vicarious agents. In the case of a slightly negligent breach of a main performance obligation or secondary performance obligation, the breach of which endangers the achievement of the purpose of the contract or the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the partner could rely (essential secondary obligations), the liability of CHECK24 Shopping is limited to the damage foreseeable at the time of the conclusion of the contract and typical for the contract. CHECK24 Shopping is not liable for simple negligence, which is not an essential secondary obligation. The above exclusions and limitations of liability do not apply in the case of fraudulent intent, in the case of the assumption of a guarantee as well as for liability for damages resulting from injury to life, body or health. A change of the burden of proof to the disadvantage of the partner is not connected with this.

17.2 The partner shall indemnify CHECK24 Shopping against all claims, including claims for reimbursement of expenses and claims for damages, which end customers or other third parties, including public authorities, assert against CHECK24 Shopping due to an infringement of their rights by the contents posted by the partner via the portal and his products. Furthermore, the partner shall indemnify CHECK24 Shopping against all claims, including claims for reimbursement of expenses and claims for damages, asserted by end customers or other third parties, including public authorities, against CHECK24 Shopping due to an infringement of their rights by the partner's use of the portal. The partner shall bear all reasonable costs, including reasonable costs incurred for legal defense, incurred by CHECK24 Shopping due to an infringement of third party rights by the partner. All further rights as well as claims for damages of CHECK24 Shopping remain unaffected.

18. Data access

CHECK24 Shopping collects various data in the course of selling products to end customers and purchasing products from partners. In particular, this is personal data within the meaning of Art. 4 No. 1 DSGVO on the one hand, and other data relating to the purchase contract on the other. In the course of the use or contract processing of/with CHECK24 Shopping, the partner receives access to this data in order to ensure the contractually owed service, namely the delivery of the products to the end customer. Likewise, the end customer receives access to data in order to be able to contact the partner if necessary. This data is only the data that the partner is either required by law to provide or has additionally entered voluntarily in his partner account. Apart from data that must be passed on for the fulfillment of the contract, no other data is passed on to third parties.

19. Data protection

19.1 The collection, processing and use of personal data by CHECK24 Shopping is carried out in accordance with the provisions of Regulation 2016/679 (EU-DSGVO), Federal Data Protection Act (BDSG) and based on the provisions of the Privacy Policy of CHECK24 Shopping.

19.2 CHECK24 Shopping will not pass on any personal data outside of necessary transmission processes in connection with the use of the services without the separate consent of the end customer, unless there are corresponding legal obligations and/or CHECK24 Shopping is authorized to do so by corresponding police measures and/or a corresponding court order.

20. Adaption of GTC

20.1 CHECK24 Shopping reserves the right to adjust the GTC during the term of the contract in accordance with Regulation 2019/1150.

20.2 The adjustment will be made available to the partner on a permanent data carrier. This will be done regularly, but not exclusively, to the e-mail address stored in the profile.

20.3 The adjusted GTC shall be valid after a period of 15 days. In cases where the partner is forced to make technical or business adjustments due to the adjustment of the GTC, CHECK24 Shopping shall grant the partner a longer and reasonable period of time, depending on the complexity of the intervention in each individual case.

20.4 If the partner does not accept the new General Terms and Conditions, he shall be free to terminate the contract extraordinarily with a notice period of 15 days after receipt of the notification. The extraordinary termination shall not affect any warranty claims that may already have arisen, statutory warranty claims, returns or validly concluded contracts.

20.5 Placement of new products on the portal after sending the modified GTC constitutes implicit consent to the modified GTC.

20.6 The deadline for the entry into force of the adapted GTC is dispensable if:

- CHECK24 Shopping has to implement legal or officially ordered obligations which do not allow compliance with the deadline.
- CHECK24 Shopping has to amend the GTC due to unforeseeable and imminent dangers for partners and/or end customers, inter alia, for the prevention of fraud, malware, spam, violation of data protection or other cyber security risks.

21. Termination of contract

21.1. This agreement is concluded for an indefinite period and may be terminated by either party with 30 days' notice. The extraordinary right of termination shall remain unaffected.

21.2 Any warranty claims, statutory warranty claims, returns and/or validly concluded contracts prior to the termination shall remain unaffected by the termination.

22. Complaint management

22.1 CHECK24 Shopping offers the partner a possibility within the framework of the complaint management system (within the meaning of Art. 11 of Regulation 2019/1150 (P2B-VO)) to complain about actions or the procedure of CHECK24 Shopping towards the partner. This is free of charge for the partner. In the course of this, CHECK24 Shopping attaches great importance to transparency and equal treatment of the individual procedures. Consequently, CHECK24 Shopping endeavors to process complaints within a reasonable time frame, depending on the complexity and scope of the complaint. The complaint management system can be used for the following problems:

- Alleged violations of Regulation 2019/1150 (P2B Regulation), or
- Technical problems directly related to CHECK24 Shopping, or
- Actions or behaviors of CHECK24 Shopping that are directly related to and affect the partner.

22.2 The complaint management system can be accessed as follows:

CHECK24 Vergleichsportal Shopping GmbH
Trappentreustraße 1-3
80339 Munich
partnermanagement@check24.de

22.3 After the partner has used the service of the complaint management system, CHECK24 Shopping shall examine the partner's complaint with the greatest possible care. If there are any queries on the part of CHECK24 Shopping regarding the complaint, these shall be made within the framework of the process. If third parties such as end customers have to be involved or are involved in the context of these queries, this may lead to a longer processing time. Within the scope of the processing of the complaint, CHECK24 Shopping endeavors to find the best possible solution for the partner, which is compatible with the interests of the end customers and CHECK24 Shopping. The partner will be informed about the result of the complaint management after the conclusion of the procedure. In case of a successful complaint, CHECK24 Shopping will immediately remedy the possible grievance or, in case of technical problems, will try to remedy it. If the result of the complaint is not satisfactory, the partner is free to take further steps. A complaint against CHECK24 Shopping regarding the result of the complaint management system is excluded.

23. Mediation

23.1 CHECK24 Shopping is obliged under Regulation 2019/1150 (P2B Regulation) to provide the partner with two mediators:

Dr. Siegbert Bregenhorn
Nimrodstraße. 16
82131 Gauting
dr.bregenhorn@slmail.de

Dr. Ralf-Dietmar Härer
Konrad-Zuse-Ring 32
68163 Mannheim
inforae@rebleklose.de

23.2 The partner shall note that the above-mentioned mediators shall only act upon request. CHECK24 Shopping points out that a mediation procedure may possibly be associated with costs for the partner as well as for CHECK24 Shopping (cf. Art. 12 para. 4 P2B Regulation). For this reason, it is generally advisable to first make use of the free internal complaint management of CHECK24 Shopping (clause 23.), before a possibly chargeable mediation procedure is opened. The preceding statement regarding the complaint management system is merely a recommendation of CHECK24 Shopping and is not an indispensable prerequisite for the opening of a mediation procedure.

23.3 CHECK24 Shopping undertakes to seriously consider any mediation attempt of the partner in good faith.

23.4 Any attempt to reach an agreement in the mediation procedure shall not affect the right of the partner or CHECK24 Shopping to file an action before an ordinary court. In this respect, it is irrelevant whether the mediation proceedings are still pending, currently running or already concluded.

23.5 The partner may require CHECK24 Shopping to provide information on the functioning and effectiveness of mediation in connection with its activities.

24. Final clause

24.1 To the extent permissible, German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISC).

24.2 There shall be no verbal collateral agreements. Amendments and/or supplements to this agreement must be made in text form in order to be valid. In the event of contradictions between these GTC and the Supplementary Agreement Portal Fees, the provisions of the Supplementary Agreement shall prevail.

24.3 Place of performance and exclusive place of jurisdiction for claims in connection with the performance of this contractual relationship shall be Munich.

As of: 15.12.2022