

Preamble

CHECK24 Vergleichsportal Shopping GmbH in 80251 Munich (hereinafter referred to as "CHECK24 Shopping") offers traders, suppliers, manufacturers etc. (hereinafter referred to as "Partners") the function of the "CHECK24 Marketplace" (hereinafter referred to as "Marketplace").

The main function/task of the marketplace is to provide the partners with an internet portal through which you can offer your goods and/or services (hereinafter referred to as "products") to third parties (hereinafter referred to as "end customers") directly or indirectly. A distinction is made between the two cases.

Case 1: CHECK24 Shopping purchases the partner's products in its own name and for its own account and sells them to the end customer in its own name and for its own account. 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 the actual purchase contract exclusively with CHECK24 Shopping directly. At no time is there a contractual relationship between the partner and the end customer. 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 "dropshipping" procedure ("Streckengeschäft").

Case 2: CHECK24 Shopping offers the partner the possibility to offer and sell products to end customers on the marketplace in its own name and on its own account. In this case, a contractual relationship exists between CHECK24 Shopping and the partner on the one hand and between the partner and the end customer on the other. The end customer concludes the actual purchase contract exclusively with the partner directly. Consequently, CHECK24 Shopping does not act as the seller of the products in this case, and thus deviates from case 1; the seller of the products is exclusively the partner in this case. CHECK24 Shopping acts here exclusively as an independent intermediary between the partner and the end customer. After the conclusion of this purchase contract, the partner either ships the products to the end customer itself or has them shipped to the end customer in its own name within the scope of the so-called "dropshipping" procedure ("Streckengeschäft").

1. Registration

1.1 CHECK24 Shopping offers the end customer the possibility to inform himself about and buy products on the marketplace. The partner operates an online shop and sells products either to CHECK24 Shopping (see case 1) or directly to the end customer after mediation by CHECK24 Shopping and sends them to the end customer (see case 2).

1.2 The precondition for the use of the marketplace is a CHECK24 partner account (hereinafter referred to as "partner account"). The contract of use comes into effect with the acceptance of the registration by CHECK24 Shopping and runs for an indefinite period of time.

1.3 The partner submits an offer to use the marketplace to CHECK24 Shopping if it sends necessary documents (e.g. the CSV file) for the connection to the marketplace. CHECK24 Shopping ultimately accepts the offer of cooperation through the technical connection.

1.4 When registering, the partner must provide truthful and complete information regarding all required information. This applies in particular to information concerning identity, address, telephone number, e-mail address and tax number. Insofar as certain qualifications are required or prescribed by law for the products offered, these must also be stated truthfully and completely by the partner. Should the aforementioned information change during the term of the user contract, the partner shall immediately update the data deposited with CHECK24 Shopping.

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

2. Access Data

2.1 The partner shall choose a secure password after the successful activation of its partner account. The partner is obliged to keep his password and any other access data for the use of the marketplace strictly secret and to carefully secure access to his partner account.

2.2 The partner shall immediately notify CHECK24 Shopping of any use of its partner account by unauthorized persons so that CHECK24 Shopping can take appropriate measures to terminate the unauthorized use. As far as the partner is responsible for the unauthorized third-party use and CHECK24 Shopping has suffered damage due to this, the partner is obliged to compensate CHECK24 Shopping for this damage.

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

2.4 The official communication between CHECK24 Shopping and the partner takes place in text form, via the e-mail address stored in the partner account.

3. Performance Description

3.1 On this market place partners can place products that are then purchased by CHECK24 Shopping at an agreed purchase price and are resold by CHECK24 Shopping to their end customers. Accordingly, CHECK24 Shopping acts as a seller of the products to the end customer. The partner will ship the products directly to the end customer exclusively in the so-called "dropshipping" procedure ("drop shipment"). (cf. case 1).

Alternatively, the partner can also use the marketplace to sell products in its own name and on its own account. In this case, CHECK24 Shopping exclusively assumes an "intermediary role" between the end customer and the partner. Consequently, the partner acts exclusively as a seller of the products vis-à-vis the end customer and is therefore also responsible for the shipment of the products within the scope of the purchase (cf. case 2).

3.2 CHECK24 Shopping lists the products on its marketplace and, if applicable, on further marketplaces of other cooperating partner marketplaces, in particular the portal www.testsieger.de. CHECK24 Shopping advertises the marketplace itself and also provides third parties (such as partner marketplaces) with access to the data and information of the offered items for this purpose so that they can advertise the items.

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

3.4 The partner shall ensure that its offers meet the requirements for sale via an online platform. It is prohibited to offer products on the marketplace whose offer, sale or purchase violates legal regulations. The partner undertakes, both in case 1 and in case 2, to offer only new, originally packaged and defect-free products.

3.5 Articles for the acquisition of which a minimum age of the purchaser is stipulated by law, in particular, tobacco products, spirits, spirituous beverages or foodstuffs containing spirits is 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 send the respective article only in case of confirmation of the permissible age by CHECK24 Shopping. The dispatch variant offered by the partner in case 1 as well as in case 2 must ensure that minors do not have access to the consignment. 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 articles to packing stations is not permitted and therefore excluded.

3.6 The partner undertakes to provide CHECK24 Shopping with the following information for each of its products which it has approved for placement on the marketplace and, 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
- Price in Euro
- Stock
- Shipping costs
- Link to detail page/Deeplink
- Delivery time/availability
- Unique dealer article number
- Link to product image
- Product information as short text
- Product information as long text
- Weight of the product (if relevant for shipping costs rule)
- Shipping method: if relevant, additional delivery services incl. costs for these services

4. Shipping, Shipping Costs and Product Prices

4.1 The partner shall transmit the shipping costs and, if relevant, costs for additional delivery services for each product in the offer CSV file. Should CHECK24 Shopping and/or a partner marketplace purchase several products from the partner and thus the shipping costs are lower than the addition of the individual shipping costs (bundling), the partner undertakes to pass on this cost reduction to CHECK24 Shopping.

4.2 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 rules system or otherwise communicated to CHECK24 Shopping and kept up to date so that CHECK24 Shopping and/or the partner marketplaces can communicate the total shipping costs in case of several products or special cases to the end customer before the purchase. For the shipping costs to be correctly stored in the rule system, additional information such as weight details or sizes of the individual products may have to be specified in the CSV file.

4.3 The partner must ensure that its online shop advertised in the marketplace complies with the legal provisions. This includes in particular the Partner's General Terms and Conditions and legal labelling obligations, which expressly include the legal labelling obligations of the products.

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

5. Purchase Contract and Order Transmission

5.1 The presentation of the products on the marketplaces neither represents a binding offer of the partner to CHECK24 Shopping nor a binding offer of CHECK24 Shopping to the end customer for the conclusion of a purchase contract. The presentation is merely an invitation to end customers to make a binding offer to CHECK24 Shopping.

5.2 By sending the order on the marketplaces, the end customer submits a binding offer directed towards the conclusion of a purchase contract for the products contained in the shopping cart to CHECK24 Shopping. CHECK24 Shopping in turn submits a purchase offer to the partner by transferring the end customer's order to the partner's merchandise management system.

5.3 CHECK24 Shopping shall provide the end customer's order information for each product sold by the partner to CHECK24 Shopping and/or the partner marketplaces, but only in the form in which CHECK24 Shopping and/or the partner marketplace has received this information. For communication with the end customer in the context of the order (e.g. shipping confirmation) CHECK24 Shopping provides 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.

5.4 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 marketplace or by sending a corresponding confirmation email to CHECK24 Shopping via the alias email address. If the partner refuses to accept the order (e.g. in the partner area of the marketplace), the offer shall be deemed to have been rejected by the partner, so that no purchase contract is 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. This fee shall only be charged if the order is transmitted from CHECK24 Shopping to the partner by e-mail and shall not be charged if the order is directly entered into the shop system by CHECK24 Shopping.

5.5 The partner undertakes to CHECK24 Shopping, after acceptance of the order, to deliver the product in the manner and quantity described to the End Customer in the agreed/stated delivery time and total costs (product price plus shipping costs). The end customer and CHECK24 Shopping must be informed immediately of any delay in delivery (e.g. via the alias e-mail address). The partner grants CHECK24 Shopping the right for shipments on their behalf to make enquiry requests to the respective shipping company (e.g. DHL). The partner assigns all claims for compensation for these shipments to CHECK24 Shopping.

5.6 CHECK24 Shopping may charge a processing fee for each delay in delivery for which the partner is responsible, up to a maximum of EUR 2.50 per order.

5.7 CHECK24 may charge processing fees for refunds of orders already invoiced, e.g. in case of cancellation by the partner, in the amount of the marketplace fee according to clause 8.4.

5.8 After receipt of the order in its merchandise management system, the partner undertakes to send a confirmation of receipt to the e-mail address provided during 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, payment method) to the e-mail address transmitted by CHECK24 Shopping and/or partner marketplaces.

6. Rights of Withdrawal

6.1 The partner undertakes to grant CHECK24 Shopping a right of withdrawal which at least corresponds to the statutory right of withdrawal for consumers in the case of distance selling contracts via its own web shop. CHECK24 Shopping gives the end customer such a right of withdrawal within the scope of the sale of the partner's products.

6.2 If the end customer makes use of its statutory right of withdrawal in case 1, the partner shall grant CHECK24 Shopping the right to also withdraw from the purchase contract with the partner (see clause 6.3), even if the period for the end customer to make use of its statutory right of withdrawal has already

expired. If this case occurs, the partner is obliged to reimburse CHECK24 Shopping for the total price already paid (including shipping costs, payment method surcharge, etc.) minus any compensation for the deterioration of the product or benefits derived. CHECK24 Shopping is entitled to offset these refunds against future credits to the partner.

6.3 The timely revocation of the end customer towards CHECK24 Shopping and/or the partner is equivalent to the timely revocation of CHECK24 Shopping towards the partner. If the revocation is received by CHECK24 Shopping, CHECK24 shall report the revocation of the end customer to the partner without delay, but at the latest within 3 working days from receipt of the revocation. The revocation period shall be deemed to have been observed within the 3 working days, even if the initial revocation period has already been forfeited.

7. Return and Complaint

7.1 In case 1 CHECK24 Shopping uses the partner for order processing towards its end customers. The partner takes over the dispatch to the end customer and complaints asserted by the end customer during the order processing. The same applies if, as in case 2, the contract is concluded directly between the partner and the end customer.

7.2 In order to simplify the processing of returns, the partner shall also accept returns directly from the end customer in both cases 1 and 2. The partner has to inform CHECK24 Shopping immediately after becoming aware of revocation (e.g. via a standard email to the alias email address). In case 1 as well as in case 2, possible return costs shall be borne by the partner, as far as they are not borne by the end customer. If the contract in case 2 was concluded directly between the partner and the end customer, only the partner shall handle the return and revocation directly.

7.3 CHECK24 Shopping refers the end customer to the aforementioned possibility of returning the goods to the partner, who carries out the return without claiming further costs from CHECK24 Shopping. Furthermore, CHECK24 Shopping provides the end customer with a return label if required. The costs for these returns are charged to the partner by CHECK24 Shopping. All arrangements with the end customer necessary for the return are exclusively carried out by the partner. Recall actions shall continue to be carried out exclusively by the partner.

7.4 The warranty rights of CHECK24 Shopping are based on the general legal regulations, unless otherwise stipulated. If in case 1 warranty or guarantee claims are asserted by an end customer against CHECK24 Shopping, CHECK24 Shopping uses the partner for the fulfilment of these claims. The partner agrees to provide any warranty or guarantee services, which are asserted against CHECK24 Shopping, without restrictions 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 shall cooperate in the sense of the best possible clarification and settlement of the claims, taking into account that CHECK24 Shopping as an intermediary has no direct influence on the product selection, quality, defect removal and subsequent performance options.

8. Remuneration in Case 1 ('Marketplace Model')

8.1 Payments of the end customer are made exclusively to CHECK24 Shopping and are paid out to the partner in a regular payment rhythm, as a rule, every 4 weeks as a credit note minus the fees mentioned in clause 8. Payments shall be released after the expiry of the revocation period (as a rule within 16 days after invoicing).

8.2 CHECK24 Shopping shall pay out credits to an account named by the partner. If 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 account of the partner should not show the necessary cover, no obligations exist on the part of the account-keeping credit institute (see above) for the redemption. Partial redemptions will not be made in the direct debit procedure.

8.3 The partner shall bear the costs incurred as a result of a chargeback of the payment transaction 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 a maximum of EUR 49.00 (in words forty-nine) for this.

8.4 For the placement of offers on the website, the partner shall pay the fees and payment costs listed on the website (<https://merchantcenter.check24.de/marktplatzgebuehren>) at the time of registration. The partner sells the products posted on the CHECK24 Marketplace and other marketplaces to CHECK24 Shopping at the total price stated by the partner in the offer feed (purchase price). For each purchase concluded in accordance with clause 5 of these terms and conditions, the partner shall pay a percentage marketplace fee (CPO remuneration) on the product price (gross) including shipping costs in accordance with the agreed marketplace fees. The CPO remuneration shall not become due if CHECK24 Shopping withdraws from the purchase contract with the partner or revokes the contract.

9. Remuneration in Case 2 ('Intermediary Model')

The payments of the end customer are paid out directly to the PayPal account of the marketplace partner minus the commission fees agreed with CHECK24 Shopping. The invoicing of the agreed commission fees for the brokerage of the purchase contract shall take place monthly for the respective preceding period.

10. Intellectual Property

10.1 The partner grants CHECK24 Shopping a free, non-exclusive, spatially unlimited right of use in particular to logos, trademarks, product images, product videos and/or written or graphic representations. CHECK24 Shopping will 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 will not be affected. If the partner wishes that CHECK24 Shopping no longer uses certain materials for certain forms of use, he can indicate this to CHECK24 Shopping.

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

10.3 Notwithstanding clause 10.1, 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 without a license from the end customer.

10.4 CHECK24 Shopping grants the partner a limited, non-exclusive license for the personal use of the CHECK24 web front-end and the API interface (including all updates, upgrades, new versions and replacement software) in accordance with the license documentation valid at the time. CHECK24 Shopping will provide the license documentation to the partner on request. The partner may not rent, lend or otherwise make available the aforementioned rights of use to third parties.

10.5 The partner must comply with the usage and integration requirements contained in the license documentation, as well as with instructions which the partner receives with regard to the services of CHECK24 Shopping. This also applies, for example, to usage or integration requirements that exist due to legal provisions or the rules of credit card companies.

10.6 The partner confirms and warrants to CHECK24 Shopping that the partner has all the rights, powers and authority necessary to grant the above license and that CHECK24 Shopping and/or its affiliates may use the Content in accordance with this license free from infringement of any third-party rights.

11. Restrictions on use

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

12. Lawful Use, Blocking

12.1 CHECK24 Shopping reserves the right to warn, temporarily or permanently block partners if 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 services. Repeatedly includes 5 complaints per quarter. The partner can explain himself to CHECK24 Shopping within 7 days. Whether the complaints are justified is at the discretion of CHECK24 Shopping.
- The partner's customer rating falls below 3 out of 5 points in the past calendar year. In case of a first time violation, the partner will be warned. If products of a partner are claimed and/or returned in one out of twenty cases within a calendar month or in case of more than 5 cases per month. Excluded are cases in which the reason for return is not the responsibility of the partner, e.g. order of an incorrect size, an incompatible automotive part or non-satisfaction on the part of the customer.
- If more than 10% of all the partner's transactions in a calendar month are cancelled by the Partner.
- If the delivery delay rate in a calendar month is greater than 10% of all orders.
- The partner is engaged in money laundering with the partner account. In case of reasonable 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 authorities.
- The partner violates applicable law.
- The relationship of trust between the partner and CHECK24 Shopping is permanently disturbed.

12.2 Whether the partner's profile is warned, temporarily or permanently blocked depends on the severity of the violation.

12.3 CHECK24 shall inform the partner, stating the reasons, if the products offered are restricted or suspended. The transmission shall be made on a durable data medium. This will regularly, but not exclusively, be done to the e-mail address stored in the partner account.

12.4 CHECK24 Shopping is legally obliged to provide the partner with the reasons for the permanent blocking of the profile on a permanent data carrier. This will be done regularly, but not exclusively, to the e-mail address stored in the partner account. The partner will be informed 30 days in advance.

12.5 The 30-day period does not apply if any of the following conditions apply:

- CHECK24 Shopping is legally or officially obliged to block the partner account of a partner, which does not allow the observance of the time limit.
- CHECK24 Shopping exercises its right of blocking based on a compelling reason according to German law, which is in line with EU law.
- CHECK24 Shopping can prove that the partner has repeatedly violated these GTC.

12.6 Otherwise, the deadline remains unaffected.

12.7 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 this GTC, which has led to the blocking of the partner account.

12.8 CHECK24 Shopping expressly points out the possibility to complain within the framework of the internal complaint management procedure (clause 21). In case of a successful complaint, CHECK24 Shopping shall immediately reactivate the profile.

13. Ratings

13.1 After the execution of the contract, the end customer shall have the possibility 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 its products about the quality of the service as well as the general appearance.

13.2 For this reason, the end customer may only submit evaluations that give a true picture of the execution of the order. Furthermore, the evaluations are to be written in a factual form.

13.3 CHECK24 Shopping reserves the right towards the end customer to delete untrue, unobjective, insulting or defamatory evaluations completely or partially and, in case of particularly serious violations of the aforementioned regulations, to block end customers for the future use of the platform of CHECK24 Shopping.

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

14. Ranking

14.1 CHECK24 Shopping sorts the primary offers according to the lowest price. If the cheapest offer is not available, the next cheapest offer is displayed at the top. Further criteria which may influence the order of the offers are:

- Availability and delivery time communicated by the partner
- Service status of the partner, customer ratings
- Depending on the customer's choice, the shipping costs may affect the order

15. Liability

15.1 CHECK24 Shopping is liable without limitation for any damages in case of intent and gross negligence, also of its vicarious agents. In case of a slightly negligent breach of the main performance obligation or an ancillary performance obligation, the breach of which endangers the achievement of the purpose of the contract or the fulfilment of which enables the proper execution of the contract in the first place and the compliance with which the partner could trust (essential ancillary 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 in case of a slightly negligent violation of an obligation that is not an essential secondary obligation. The aforementioned 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 the 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.

15.2 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 and its products posted by the partner on the marketplace. Furthermore, the partner indemnifies CHECK24 Shopping against all claims, including claims for reimbursement of expenses and damages, which end customers or other third parties, including public authorities, assert against CHECK24 Shopping due to the infringement of their rights by the partner's use of the marketplace. 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.

16. Data Access

CHECK24 Shopping collects various data in the course of the sale of products to end customers and the purchase of products from partners. On the one hand, this is personal data within the meaning of Art. 4 No. 1 DSGVO, and on the other hand, other data relating to the purchase contract. In the course of the use or contract processing of/with CHECK24 Shopping, the partner receives access to this data to guarantee the contractually owed service, namely the delivery of the products to the end customer. The end customer also receives access to data 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 fulfilment of the contract, no other data is passed on to third parties.

17. Data Protection

17.1 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), the Federal Data Protection Act (BDSG) as well as on the basis of the provisions of the Privacy Policy of CHECK24 Shopping.

17.2 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 corresponding court order.

18. Adaptation of the general terms and conditions

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

18.2 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.

18.3 The adjusted GTC are 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 period, depending on the complexity of the intervention.

18.4 If the partner does not accept the new GTC, it shall be free to terminate the contract. Such termination shall take effect within 15 days of receipt of the notice. The termination shall not affect any warranty claims, statutory warranty claims, returns or validly concluded contracts prior to the termination.

18.5 The placement of new products in the marketplace after the amended GTC have been sent constitutes an express, confirmatory act of consent to the amended GTC. This does not apply if the amendment of the GTC requires that significant technical adjustments must be made to the service.

18.6 The time limit for the entry into force of the amended 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 change the GTC due to unforeseeable and immediate dangers for partners and/or end customers in order to prevent fraud, malware, spam, violation of data protection or other cyber security risks.

19. Termination of contract

19.1 The contract is concluded for an indefinite period and may be terminated by either party with 30 days' notice. The right of termination for good cause remains unaffected.

19.2 CHECK24 Shopping justifies its decision to the partner on a permanent data carrier.

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

20. Complaint Management

20.1 Within the framework of the complaint management system, CHECK24 Shopping offers the partner a possibility 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 the equal treatment of individual procedures. Therefore, CHECK24 Shopping endeavors to process complaints in an appropriate time frame, depending on the complexity and the extent of the complaint. The complaint management system can be used for the following problems:

- Alleged breaches of Regulation 2019/1150. (P2B Regulation).
- Technical problems which are directly related to CHECK24 Shopping. Measures or behaviors of CHECK24 Shopping that are directly related to the partner and have an effect on the partner.

20.2 The complaints management system shall be achieved as follows:

CHECK24 Vergleichsportal Shopping GmbH Erika-Mann-Str. 55 80636 Munich
partnermanagement@check24.de

20.3 After the ordering party has used the service of the complaint management system, CHECK24 Shopping examines the complaint of the partner with the greatest possible care. If there are queries on the part of CHECK24 Shopping regarding the complaint, these shall be made within the scope of the procedure. If third parties such as end customers 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 completion of the procedure. In case of a successful complaint, CHECK24 Shopping will immediately remedy the grievance or, in case of technical problems, will try to remedy the grievance. If the result of the complaint is not satisfactory, the partner is free to take the usual legal steps. A complaint about the result of the complaint management system is excluded.

21. Mediation

21.1 CHECK24 Shopping is required 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

The partner shall note that the above-mentioned mediators shall only act upon the 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-Reg). For this reason, it is generally advisable to first make use of the free internal complaint management of CHECK24 Shopping (clause 19.), before a possibly chargeable mediation procedure is opened. The foregoing is merely a recommendation and is not an indispensable prerequisite for the opening of a mediation procedure.

21.2 CHECK24 Shopping undertakes to seriously consider any request for mediation in good faith.

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

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

22. Final Clause

22.1 If any provision of this agreement is or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected.

22.2 German law shall apply exclusively to the exclusion of the UN Convention on contracts for the International Sale of Goods (CISC). Amendments and supplements to this agreement must be made in text form to be effective.

22.3 There are no verbal ancillary agreements. Amendments and/or supplements to this agreement must be made in text form in order to be valid (e.g. as part of the Supplementary Agreement on Marketplace Fees). In the event of contradictions between these GTC and the Supplementary Agreement on Marketplace Fees, the provisions of the Supplementary Agreement shall take precedence.

22.4 Place of performance and exclusive place of jurisdiction for claims in connection with the performance of this contractual relationship is Munich.

Date: 30.08.2021