

General Terms and Conditions

Last updated 20th January 2021

1. General

a. Scope

These General Terms and Conditions apply to all business relations between HDRebellion UG (haftungsbeschränkt), Bahnhofstr. 3, 69115 Heidelberg, Germany, represented by its Managing Director: Ms. Nicole Luzia Philipp (hereinafter: HDRebellion UG (haftungsbeschränkt) called) and the customer in the version valid at the time of the conclusion of the contract. Conflicting general terms and conditions of the customer are hereby expressly rejected.

b. Contract Agreement

Customers in the sense of these General Terms and Conditions are exclusively entrepreneurs in the sense of § 14 BGB.

c. Subsequent change of the terms and conditions

HDRebellion UG (haftungsbeschränkt) is entitled to the subsequent adjustment and amendment of the General Terms and Conditions to existing business relationships, as far as changes in legislation or case law require it or other circumstances lead to the fact that the contractual equivalence relationship is not only insignificantly disturbed. A subsequent change of the terms and conditions becomes effective if the customer does not object within six weeks after notification of the change. HDRebellion UG (haftungsbeschränkt) will explicitly point out to the customer at the beginning of the period the effect of his silence as acceptance of the contract amendment and give him the opportunity to make an explicit statement during the period. If the customer contradicts in due time, HDRebellion UG (haftungsbeschränkt) as well as the customer can terminate the contractual relationship extraordinarily.

2. Service description

a. General

HDRebellion UG (haftungsbeschränkt) is active in the field of digital marketing, email marketing as well as in the field of web and UX design.

b. Subject matter

The subject of the service to be provided by HDRebellion UG (haftungsbeschränkt) results from the individual offer.

If the commissioned work is completed, the customer will be notified about it by phone, mail or e-mail. After completion of the test phase, the commissioned work is handed over to the customer. Upon acceptance, the commissioned work becomes the basis for all services that may be based on it. Changes requested by the customer after acceptance are to be paid separately according to the agreed rates.

HDRebelution UG (haftungsbeschränkt) does not owe the success aimed at with the respective service and the associated marketing action (e.g. a minimum conversion rate or minimum number of generated e-mail addresses).

c. Service provision

HDRebelution UG (haftungsbeschränkt) is entitled to have the contract or parts of the contract fulfilled by third parties. If HDRebelution UG (haftungsbeschränkt) makes use of the offers of third parties for the provision of services, these third parties do not become contractual partners of the customer. Excluded from this are services ordered on behalf of the customer from domain and hosting providers, email service providers, providers of telecommunications and Internet services (so-called providers) or providers of other services that are associated with ongoing costs. These services are to be obtained by the customer in his own name.

d. Delay in performance

HDRebelution UG (haftungsbeschränkt) is not responsible for delays in delivery and service due to force majeure and due to extraordinary and unforeseeable events, which cannot be prevented by HDRebelution UG (haftungsbeschränkt) even by extreme diligence (this includes in particular strikes, official or judicial orders and cases of incorrect or improper self-delivery despite covering transaction). They entitle HDRebelution UG (haftungsbeschränkt) to postpone the delivery for the duration of the impeding event.

e. Withdrawal

In case of unavailability for reasons mentioned above, HDRebelution UG (haftungsbeschränkt) may withdraw from the contract. HDRebelution UG (haftungsbeschränkt) undertakes to inform the customer immediately about the unavailability and to refund any consideration already paid.

f. Time of performance

HDRebelution UG (haftungsbeschränkt) provides the service in the period agreed in the individual offer. The deadline for the performance is in case of advance payment the day after issuance of the payment order to the remitting credit institution or in case of payment on account the day after the conclusion of the contract. The period ends after the expiry of the period agreed in the individual offer. If the last day of the period falls on a Saturday, Sunday or a public holiday recognized by the state at the place of performance, the period ends on the next working day.

g. Duty of proof and confidentiality

Due to internal trade secrets and exclusive knowledge, HDRebelution UG (haftungsbeschränkt) does not owe the customer any obligation to provide evidence with regard to the measures taken to optimize the pages. HDRebelution UG (haftungsbeschränkt) will use the access data provided by the customer in the course of the execution of the contract only for the execution of the contract and will not pass on these data.

3. payment

a. Prices

All prices are exclusive of value added tax. In case of project work, unless otherwise agreed, the customer has to pay a deposit of 50% to HDRebelution UG (haftungsbeschränkt) after conclusion of the contract. The outstanding amount will be settled for project work as well as for remuneration according to measurable criteria (e.g. remuneration per website visitor or click) at the latest after the service has been rendered. In the case of monthly recurring services, with a term of more than one month, the agreed amount will be settled at the end of each calendar month. The exact payment modalities can be found in the offer.

b. Default of payment

The customer is in default of payment if the payment is not received by HDRebelution UG (haftungsbeschränkt) within 14 calendar days after receipt of the invoice. In case of default of payment, interest in the amount of 8 percentage points above the prime rate of the European Central Bank will be charged. If the customer is in default of payment, HDRebelution UG (haftungsbeschränkt) reserves the right to charge reminder fees in the amount of 2.50 euros. The assertion of a claim for damages in excess thereof remains unaffected. The customer has the possibility to prove that HDRebelution UG (haftungsbeschränkt) has not suffered any damage or a smaller damage.

In addition, HDRebelution UG (haftungsbeschränkt) is entitled to withhold any further services, to invoice all services already rendered and to make the rendering of further services dependent on the advance payment of the remuneration due for them, in case of default of payment in the amount of at least one average monthly invoice amount and/or if the customer has filed for insolvency proceedings.

c. Right of retention

The customer shall only be entitled to assert a right of retention for counterclaims that are due and based on the same legal relationship as the customer's obligation.

4. Responsibility of the customer

a. Content of the customer order

The customer is solely responsible for the content and correctness of the transmitted data and information in a customer order. He also undertakes not to transmit any data whose contents infringe the rights of third parties or violate existing laws (e.g. personal rights, trademark rights, name rights). With the transmission of data to HDRebelution UG (haftungsbeschränkt), the customer confirms to have complied with the copyright regulations.

HDRebelution UG (haftungsbeschränkt) is not obligated to verify the Customer's compliance and is entitled, but not obligated, not to integrate illegal Customer material into services and to delete information created or provided by the Customer from websites or other servers, in whole or in part, if there is sufficient suspicion of illegal use, or to modify it in such a way that its use becomes permissible and no longer violates the rights of third parties. However, rabbit will discuss any changes with the Customer without delay.

b. Indemnification

The Customer shall indemnify HDRebelution UG (haftungsbeschränkt) from all claims asserted against HDRebelution UG (haftungsbeschränkt) by third parties due to such

infringements. This also includes the reimbursement of costs of necessary legal representation.

c. Data backup

The customer is jointly responsible for the backup of the transmitted information. HDRebelution UG (haftungsbeschränkt) cannot be held responsible for the loss of transmitted information of the customer, because HDRebelution UG (haftungsbeschränkt) does not provide a general data backup guarantee.

d. Duty to cooperate

The customer is obliged to provide the necessary cooperation for the contract, so that HDRebelution UG (haftungsbeschränkt) can perform the contractual service. The customer acknowledges the necessity to cooperate in his contract work to the extent that he provides HDRebelution UG (haftungsbeschränkt) with the files and other materials necessary for the fulfillment of the contract, such as texts, pictures, illustrations, printed matter (brochures, flyers, etc.) or other media as soon as possible. The duty to cooperate may also include the assignment of access rights for existing hosting and domain accounts of the customer to HDRebelution UG (haftungsbeschränkt) for the period of processing the order. In particular, the customer has to inform HDRebelution UG (haftungsbeschränkt) comprehensively about his projects or websites, so that corresponding keywords can be found.

If the customer omits a required duty to cooperate even after HDRebelution UG (haftungsbeschränkt) has requested him to do so and has granted him a period of time for the fulfillment of the duty, which has passed unsuccessfully, HDRebelution UG (haftungsbeschränkt) is entitled to demand an appropriate compensation. The amount of compensation shall be determined on the one hand by the duration of the delay and the amount of the agreed remuneration, and on the other hand by what HDRebelution UG (haftungsbeschränkt) saves in expenses as a result of the delay or can acquire through other use of its labor. HDRebelution UG (haftungsbeschränkt) may add to this declaration that it will terminate the contract if the cooperation is not made by the expiration of the deadline. The contract shall be deemed cancelled if the subsequent performance is not made by the expiration of the deadline.

e. Confidentiality

Both parties shall keep secret all trade and business secrets of which they become aware in the course of their cooperation, the individual service offer including these General Terms and Conditions and other recognizably confidential information of the respective other party and shall refrain from any commercial exploitation of their own. For the sake of clarification, Confidential Information shall not include any data which

- was demonstrably known prior to the communication or
- was available to the public or the professional community prior to the communication, or
- becomes available to the public or the professional community after communication without the cooperation or fault of a party to the agreement, or
- substantially correspond to information disclosed and made available to a party at any time by an authorized third party in a legally permissible manner.

The obligation to maintain secrecy shall also apply beyond the duration of the cooperation. The Parties shall disclose knowledge of the other Party and Confidential Information to employees and independent contractors only to the extent they need it to perform their duties.

f. Obligation

The customer commits himself that he does not intend any illegal or immoral activities with the service to be provided by HDRebelution UG (haftungsbeschränkt).

5. Right of retention

HDRebelution UG (haftungsbeschränkt) reserves the right, in case of outstanding payments, to withhold the access rights granted by the customer until the invoices are settled.

6. Warranty

a. Warranty claim

There are warranty rights. If the work is defective and the customer demands subsequent performance, HDRebelution UG (haftungsbeschränkt) may, at its discretion, remedy the defect or produce a new work. If defects are not remedied even after at least two attempts to remedy the defect, the customer is entitled to rescission or reduction.

b. Rights in case of insignificant defect

In the event of an insignificant defect, the customer shall only be entitled to a reasonable reduction of the agreed remuneration for the work, to the exclusion of the right of withdrawal.

c. Compensation for defects

No warranty shall be provided for damages resulting from improper handling or use. Compensation for defects shall only be paid in the event of intent or gross negligence. This exclusion does not apply to liability for damages resulting from injury to life, body or health. The provisions of the Product Liability Act shall remain unaffected by the exclusion of liability.

d. Transfer of risk

The risk of accidental loss or deterioration of the goods shall pass to the customer upon handover to the person designated for transport.

e. Limitation

Warranty claims shall become statute-barred within one year after the transfer of risk. Excluded from this is the right of recourse according to § 478 BGB.

7. Copyright and rights of use

a. Rights of use and scope of use

With the purchase of the services provided by HDRebelution UG (haftungsbeschränkt), the customer secures only the rights of use of the service product, but does not acquire any ownership or copyright. Without the express consent of HDRebelution UG (haftungsbeschränkt), the Customer is not entitled to transfer the rights of use granted by

HDRebellion UG (haftungsbeschränkt) to third parties against payment or free of charge or to pass them on to third parties in any other way.

Insofar as the marketing measures carried out by HDRebellion UG (haftungsbeschränkt) on behalf of the customer generate information (in particular leads and e-mail addresses, address lists, address files and other data), these shall become the property of the customer upon full payment of the fee attributable to the respective contractual service.

b. Backup copies

The customer is entitled to make and keep backup copies of the work created by HDRebellion UG (haftungsbeschränkt) on his behalf for his own use only.

c. Copyright notice

The customer is not allowed without a separate agreement under any circumstances to remove or change copyright texts, author references or comparable copyright designations of HDRebellion UG (haftungsbeschränkt).

8. Term and termination

Recurring services can be terminated with a notice period of one month to the end of the respective term in text form, without giving reasons. If the contract is not terminated in time, the contract will be automatically extended by the respective initial term. The right to extraordinary termination for cause is not affected by this.

If HDRebellion UG (haftungsbeschränkt) terminates the contract extraordinarily for an important reason caused by the contracting party, the customer has to pay for all external services already ordered by HDRebellion UG (haftungsbeschränkt) in connection with the provision of the services and which cannot be cancelled at the time of termination and, if necessary, to accept them according to the usual standards.

9. Usability of the services

a. Further development of the service / availability

HDRebellion UG (haftungsbeschränkt) endeavors to adapt its services to current technical developments. The therefore reserves the right to make changes to the agreed services, provided that such changes do not affect the core services and are reasonable for the contracting party, taking into account the interests of the latter. It is also entitled to interrupt the website operation for purposes of updating and maintenance partially or completely within reasonable limits. Furthermore, HDRebellion UG (haftungsbeschränkt) does not guarantee the availability of the offered services at any time and does not assure that the offered services or parts thereof are made available and can be used from any location.

b. Technical requirements

The use of the website requires appropriate compatible devices. It is the customer's responsibility to put or keep the device in a condition that allows the use of the website services.

10. Mention by references

HDRebellion UG (haftungsbeschränkt) has the right to publish the customer on its own reference list on the website or other promotional materials, mentioning the company name and the company logo, as well as screenshots of the website and changes in visibility progressions and other KPIs that serve to illustrate the success. There is no obligation to be included in the reference list.

11. Liability

a. Disclaimer

HDRebellion UG (haftungsbeschränkt) as well as its legal representatives and vicarious agents are only liable for intent. Only if essential contractual obligations (consequently such obligations whose compliance is of particular importance for the achievement of the purpose of the contract) are affected, liability is also assumed for gross or slight negligence. In this case, the liability is limited to the foreseeable, contract-typical damage.

The customer shall indemnify HDRebellion UG (haftungsbeschränkt) at first request comprehensively from all claims of third parties and reasonable legal defense costs arising from the fact that information of the customer, especially target group data, but also hyperlinks pointing to illegal content are used as instructed by HDRebellion UG (haftungsbeschränkt) for the services to be provided. This includes in particular costs for the defense against claims of third parties and for related correspondence including towards the responsible supervisory authorities.

If HDRebellion UG (haftungsbeschränkt) infringes an intellectual property right of a third party (e.g. a copyright on a picture) and if a third party therefore raises a justified claim against the customer, HDRebellion UG (haftungsbeschränkt) may, at its own discretion and at its own expense, either acquire missing rights for the materials in question or eliminate the infringement by changing or optionally replacing the materials. If said measures are impossible or unreasonable for HDRebellion UG (haftungsbeschränkt), the customer is entitled to the legal rights.

b. Disclaimer

The above disclaimer does not apply to liability for damages arising from injury to life, limb or health. The provisions of the Product Liability Act shall also remain unaffected by the exclusion of liability.

c. Data backup

HDRebellion UG (haftungsbeschränkt) performs effective data backups within the scope of service provision, but does not assume any general data backup guarantee for the data transmitted by the user. The user is also responsible for making appropriate backups of his data at regular intervals and thus prevent a loss of data. HDRebellion UG (haftungsbeschränkt) will exercise reasonable care in providing the agreed service and will provide the data backup with the necessary expertise. However, HDRebellion UG (haftungsbeschränkt) does not guarantee that the stored content or data accessed by the user will not be accidentally damaged or falsified, lost or partially removed.

12. Data protection

The customer agrees that within the framework of the main contract concluded with him, data about his person and his employees may be collected, stored, used, and/or

deleted and transmitted to third parties within the framework of what is necessary for the execution.

The customer assures that he may collect, process, use and transfer the personal data of third parties, in particular the addressees of the e-mail marketing, to HDRebelution UG (haftungsbeschränkt) for the provision of the services agreed upon with HDRebelution UG (haftungsbeschränkt) in accordance with the applicable data protection regulations and that he has obtained any necessary declarations of consent from the persons concerned.

The customer is informed about the high relevance of secure data transmission.

For the concrete design of the possibly existing order data processing relationship between the customer and HDRebelution UG (haftungsbeschränkt), HDRebelution UG (haftungsbeschränkt) provides a separate document.

13. Final provisions

a. Place of jurisdiction

The exclusive place of jurisdiction for all legal disputes arising from this contract shall be the registered office of HDRebelution UG (haftungsbeschränkt) in Heidelberg, Germany, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law or provided that the Customer has no place of jurisdiction in the Federal Republic of Germany.

b. Choice of Law

Unless mandatory statutory provisions under the customer's home country law conflict therewith, German law shall be deemed agreed to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

c. Severability clause

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions.