



Digital Sales Hub

General Terms and Conditions

Regarding purchase contracts for digital products ("Toolkits") and trainings ("E-Learnings")

offered via the platform of
Digital Sales Hub GmbH
Kuckucksweg 8, 41540 Dormagen, Germany
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represented by
Daniel Gäßler and Stephan Haus
registered in the commercial register of the district court Neuss under HRB 22037
VAT ID No.: DE347882612
- hereinafter referred to as "Provider" -

and the customer described in § 2
- hereinafter referred to as "Customer"

§ 1 Scope and Definitions

(1) The following General Terms and Conditions shall apply exclusively to the business relationship between the Provider and the Customer in the version valid at the time of the order. Deviating general terms and conditions of the customer are not recognized unless the provider expressly agrees to their validity in writing.

(2) The Customer is a consumer if the purpose of the concluded legal transaction cannot be attributed predominantly to his commercial or independent professional activity. In contrast, an entrepreneur is any natural person or legal entity or partnership with legal capacity that acts in the exercise of its commercial or independent professional activity when concluding the contract.

(3) The terms "Toolkit" and "E-Learning" describe the digital products and trainings purchased by the Customer. The content of the Toolkits and E-Learning offers varies and results from the respective description on the website of the Provider. While toolkits are designed for local use, e-learnings are based on an online solution.



§ 2 Online Account

(1) The paid order and delivery of Toolkits and E-Learnings are processed via an online account. The creation of an online account with data of another person or inaccurate data is not permitted. The Provider owes an availability of the online account with a time share of at least 90% daily from 9:00 a.m. to 5:00 p.m. and an availability of at least 70% outside these core hours. The aforementioned minimum values are determined on a monthly basis. Non-availabilities during scheduled maintenance work, which the Provider has announced with an appropriate lead time of at least 12 hours, shall not be taken into account when calculating the minimum values.

(2) The use of the online account requires a mandatory registration of the customer's data on the website of the Provider. The registration of a legal entity may only be made by a natural person authorized to represent the entity, who must be identified by name. The Provider may refuse to accept registrations if there is an objective reason for doing so, e.g., if incorrect information is provided. The mandatory information required for registration can be found in the Provider's currently valid privacy policy.

(3) The Customer's access to the online account is password-protected and can be accessed via the Internet. The Customer is obliged to keep his access data and password secret and to protect them from misuse by third parties. The Provider's employees are not authorized to request passwords by telephone or in writing. When choosing a password, the generally known security rules must be observed (length, complexity of the password). Changes of the password are only possible online within the online account. The Customer has to inform the provider immediately in case of loss of the access data, the password or in case of suspicion of misuse of such data. Furthermore, the Provider is entitled to block access to the online account in the event of misuse. The Customer is liable to the Provider in case of culpable misuse.

(4) The online account also serves to provide downloadable documents such as certificates for the completion of E-Learnings. These documents are based on the data provided by the Customer during registration. The Provider is not responsible for the correctness of the deposited data.

(5) The Customer can delete his online account at any time. The Provider can delete the online account on a date communicated to the Customer without specifying reasons, whereby the deletion may be carried out no earlier than 3 days after notification. In this case, the Customer loses access to the download links for purchased Toolkits and online access for purchased E-Learnings as well as any associated documents.

§ 3 Conclusion of the Contract

(1) The Customer can collect Toolkits and E-Learnings from the Provider's product portfolio in a so-called shopping cart by clicking the button "add to cart". By clicking on



the button "order subject to payment", the Customer makes a binding offer to purchase the Toolkits and/or E-Learnings deposited in the shopping cart. Before submitting the order, the customer can change and view his data at any time. The offer can only be submitted and transmitted if the Customer has accepted these contractual terms and conditions by clicking on the button "Our general terms & conditions and privacy policy apply. I have read, understood, and accepted them." and has thereby included them in his offer.

(2) The Provider shall then send the Customer an automatic order confirmation via e-mail, in which the Customer's order is listed again and which the Customer can print out using the "print" function. This e-mail also includes the text of the contract (consisting of the order confirmation, order overview, and General Terms and Conditions) and corresponds to the submission of a declaration of acceptance by the Provider, whereby the contract between both parties is concluded.

(3) The contract shall be concluded in either German or English. All contractual documents shall be stored in compliance with data protection.

§ 4 Products, Delivery and Availability

(1) Delivery times stated in the product description shall be calculated from the time of order confirmation, provided that the payment is made in advance. If no or no deviating delivery time is specified for the respective product, the Toolkits will be delivered by providing a download option in the online account and the E-learnings by providing an online access in the online account on the working day following the receipt of payment.

(2) If the product designated by the Customer in the order is temporarily unavailable, the Provider shall notify the Customer of this immediately in the order confirmation.

(3) The Provider reserves the right to regularly optimize, expand or editorially adjust the content of the Toolkits and E-Learnings offered. As a rule, this will be done to correct errors or to update the content with regard to newer developments in data protection legislation.

(4) In the event that E-Learnings and Toolkits are used, any resulting success, for example in the sense of an actual improvement of the economic circumstances, is not owed. The Provider shall not be liable for the improper use and/or implementation of the information given within the scope of E-Learnings, Toolkits or any associated documents.



§ 5 Prices and Payment Modalities

(1) All prices stated on the website of the Provider are inclusive of the applicable statutory value added tax, unless otherwise stated.

(2) The Customer can only make payments via the payment service providers PayPal, Stripe or Sofort. Other payment methods, in particular cash payment, are not accepted. The Customer can change the payment method saved in his online account at any time.

(3) Payment of the purchase price is due immediately upon conclusion of the contract. The Customer will automatically and simultaneously with the declaration of acceptance by the Provider be sent an invoice by the payment service provider via e-mail, unless otherwise agreed by the Customer with the payment service provider. If the due date of payment is determined by the calendar, the Customer is already in default by missing the deadline. In this case, he shall pay the Provider default interest for the year at a rate of 5 percentage points above the base interest rate.

(4) The Customer's obligation to pay default interest shall not preclude the Provider from asserting further damages for default.

§ 6 Warranty for Defects, no Guarantee

(1) The Toolkits and E-Learnings purchased by the Customer can be used immediately after receipt of payment and can be accessed via the online account. The Provider is not responsible for impairments of use due to force majeure (this includes, for example, cases of non-timely or improper delivery of the services required for the provision of E-Learnings by contractors of the Provider or external service providers). In such a case, the provision shall be postponed by the duration of the force majeure.

(2) The Provider shall be liable for defects and deficiencies in performance in accordance with the applicable statutory provisions. For entrepreneurs, the warranty period for Toolkits and E-Learnings provided by the Provider is twelve months.

(3) An additional warranty only applies for digital products delivered by Provider if this was expressly stated in the order confirmation for the respective item.

(4) The Provider is not responsible for the IT system environment at the Customer. Requirements for the hardware and software environment that must be met on the Customer's side for the use of the Toolkits and E-Learnings result from the respective description on the platform.



§ 7 Liability

(1) Claims of the Customer for damages are excluded. Excluded from this are claims for damages by the Customer arising from injury to life, body, health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the Provider, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.

(2) In the event of a breach of essential contractual obligations, the Provider shall only be liable for the foreseeable damage typical for this type of contract if such damage was caused by simple negligence, unless the Customer's claims for damages are based on injury to life, body or health.

(3) The restrictions of sections (1) and (2) shall also apply in favor of the legal representatives and vicarious agents of the Provider if claims are asserted directly against them.

(4) The limitations of liability resulting from sections (1) and (2) do not apply if the Provider has fraudulently concealed the defect or has assumed a guarantee for the quality of the product. The same applies if the Provider and the Customer have reached an agreement on the condition of the product. The provisions of the German Product Liability Act remain unaffected.

§ 8 Instruction regarding Withdrawal

(1) When concluding a distance selling contract, consumers generally have a statutory right of withdrawal, of which the Provider informs below in accordance with the statutory model. An important information about the right of withdrawal can be found in section (2). In section (3) there is a model cancellation form.

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us (Digital Sales Hub GmbH, Kuckucksweg 8, 41540 Dormagen, Germany, email: info@thedigitalsaleshub.com, phone: +49 (0) 176/712111104) by sending a clear statement of your decision to withdraw from this contract (for example, a letter sent by post or e-mail). You can use the attached form for this purpose, but it is not mandatory. In order to comply with the deadline for withdrawal, it is sufficient that you send the notification of the exercise of



the right of withdrawal before the expiry of the deadline.

Consequences of Withdrawal

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery different from the low-priced standard delivery offered by us), immediately and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

You must return or hand over the goods to us immediately and in any case no later than within fourteen days from the day on which you notify us of the withdrawal from this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You must pay the costs of returning the goods.

You only have to pay for any loss of value of the goods if this loss of value is due to a handling of the goods which is not necessary for the inspection of the condition, features and functioning of the goods.

(2) Since a contract is concluded for the supply of digital content not delivered on a physical medium, the right of withdrawal shall expire if the Provider has commenced performance of the contract after the Customer (insofar as it is a consumer),

1. has expressly agreed that the Provider begins with the execution of the contract before the expiry of the withdrawal period, and
2. has confirmed his knowledge that by his consent he loses his right of withdrawal with the beginning of the execution of the contract.

(3) The Provider informs about the model withdrawal form as follows:

Model Withdrawal Form

If you want to withdraw from the contract, please fill out this form and send it back to us.

— To Digital Sales Hub GmbH, Kuckucksweg 8, 41540 Dormagen, Germany
info@thedigitalsaleshub.com

— I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following items (*)/provision of the following services (*)



- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of notification on paper)
- Date

(*) Delete where inapplicable

§ 9 Responsibility for Content

(1) The Customer alone is responsible for the content and correctness of the data, contributions or information transmitted by the Customer. The Customer is obligated not to transmit any data whose content violates the rights of a third party or data with criminal content.

(2) The Provider has the right to edit or delete content, as well as to temporarily or permanently deactivate or delete online accounts, if laws or these terms of use are violated or if abusive content is involved. Abusive content is given, for example, in cases of harmful, obscene, threatening, insulting or otherwise violating the rights of third parties. The same applies to content that serves to send and store viruses, Trojans, harmful computer codes or similar. This catalog is not exhaustive.

§ 10 Copyright and Rights of Use

(1) Upon conclusion of the contract, the Customer is granted the simple right to use the Toolkits and E-Learnings stored in his online account in accordance with the contract and within the scope of the statutory provisions. Any use by third parties of the Customer's online account and the Toolkits and E-Learnings stored therein is strictly prohibited.

(2) As an alternative to his own use, the Customer may grant to a user selected by him his right to use the purchased item as intended. If the Customer has acquired several licenses for the use of Toolkits or E-Learnings, he may assign them to several persons. The maximum number of users corresponds to the number of licenses purchased.

(3) The contents as well as the structure of the offered Toolkits and E-Learnings and the related documents and files including all authorized copies are the intellectual property of the Provider. Any use beyond this requires the explicit consent of the Provider. In particular, any materials and files provided in association with the use of assigned Toolkits and E-Learnings may not be passed on to third parties (sublicensing or



distribution), nor may they be copied, converted, made publicly available, duplicated or stored on data carriers or other media unless this has been expressly permitted.

(4) The Customer is prohibited from changing copyright notices, marks, trademarks and/or ownership information on the materials or files provided in association with the use of assigned Toolkits and E-Learnings.

(5) The Customer may use the results, information and documents provided in association with the use of purchased Toolkits and E-Learnings exclusively for private or internal company purposes. The Provider reserves all rights and claims with regard to copyrights, trademarks and other related property rights as well as all methods, processes, ideas and concepts, business secrets and know-how contained in the Toolkits and E-Learnings.

§ 11 Changes to the General Terms and Conditions

(1) The Provider reserves the right to change these general terms and conditions at any time, even within the existing contractual relationship. He will inform about such changes at least 6 weeks before the planned entry into force of said changes.

(2) If the addressee does not object within 6 weeks of receipt of the notification, the changes are regarded as effectively agreed from the expiry of the deadline. In the notification of change, reference shall also be made to the right of objection and to the consequences of an objection. In the event of an objection, the Provider shall be entitled to terminate the contractual relationship on the date on which the changes are scheduled to take effect.

(3) In the event of a new order via the Provider's website, the current version of the General Terms and Conditions shall be agreed in each case, which shall then be effectively included in the respective contractual relationship.

§ 12 Final Provisions

(1) Contracts between the Provider and the Customer shall be governed by the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions on the limitation of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the Customer has his habitual residence as a consumer, shall remain unaffected.

(2) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and the Provider shall be the Provider's registered office.



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(3) This contract shall remain binding in its remaining parts even if individual points are legally ineffective. In this case, the contracting parties shall replace the invalid provision with another provision that comes closest to the economic purpose of the invalid provision in a permissible manner.

(4) Amendments and supplements to this contract must be made in writing to be effective. This also applies to the amendment or cancellation of this clause.