

General Terms and Conditions

Basis of the business relationship for the use of GetMyInvoices

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§ 1 Preamble

1.1 BUSINESS PARTNER

These General Terms and Conditions define the relationship between fino data services GmbH (hereafter referred to as 'operator') and the creator of an account (hereafter referred to as 'customer') for the online and mobile service GetMyInvoices.com (hereafter also referred to as 'GetMyInvoices' or 'software'). A customer is any natural or legal person who has legally registered for the above-named service and whose order has been accepted by the operator. The offer for GetMyInvoices is aimed exclusively at

entrepreneurs within the meaning of § 14 BGB (German Civil Code). Consumers within the meaning of § 13 BGB are not eligible to participate. The customer can register users for GetMyInvoices, who can use GetMyInvoices according to their rights granted by the customer. These General Terms and Conditions govern the relationship between the Operator and the Customer. The use of GetMyInvoices is governed exclusively by these General Terms and Conditions, together with any individual contractual supplementary agreements and the correspondingly agreed prices. Deviating general terms and conditions of the customer only become part of the contract if their validity has

been expressly agreed to in writing. These General Terms and Conditions govern the relationship between the operator and the customer. In relation to the customer's employees, the operator acts only as a vicarious agent of the customer. These GTC and the agreed prices shall also apply if the operator provides services without reservation in the knowledge of conflicting general terms and conditions of the customer. These GTC only regulate the service relationships between the operator and the customer for the GetMyInvoices offer. In relation to employees of the customer or users registered by the customer, the operator acts only as a vicarious agent of the customer.

1.2 RECOGNITION OF THE GTC

By registering on GetMyInvoices.com and the associated service, the customer and user agree to the validity of the General Terms and Conditions. If the customer uses GetMyInvoices via one of the operator's sales partners, deviations may arise from the general terms and conditions of the sales partner.

§ 2 Conclusion of contract

2.1 SUBJECT MATTER OF THE CONTRACT

The Operator provides SaaS services for its customers via the Internet in the area of commercial software. The subject of the contract is the provision of the Operator's software for use via the Internet or after download as a desktop app for storing the Customer's data (data hosting), a service that supports entrepreneurs in managing and downloading receipts and invoices in connection with commercial accounting (e.g. monthly statements, bookkeeping, etc.) plus metadata. Among other things, customers can download invoices from online portals, manage, forward and enter receipts. The contents of the GetMyInvoices service description, available at <https://www.getmyinvoices.com/en/service-description>, concretise and - where applicable - supplement the subject matter of the contract.

Internet access and up-to-date browser software are required to use the service.

2.2 REGISTRATION AND CONCLUSION OF CONTRACT

After registering on GetMyInvoices.com, the customer receives a personal account consisting of an e-mail address and password, which the customer creates himself when registering. These access data may not be passed on. The customer is responsible for their secure storage.

The use of a second factor for authentication is available to the customer as an option and is expressly recommended by the operator for security reasons. Alternatively, the login and registration with GetMyInvoices can be done via the partner login mentioned in the service description

<https://www.getmyinvoices.com/en/service-description>.

When registering for the service, the customer undertakes to provide only truthful information about himself and, if applicable, about his company and to keep his data up to date at all times. Registration under a false surname and first name, a false address and fictitious e-mail accounts is not permitted. In the case of obviously fictitious information, the operator reserves the right to delete the account.

The contract for the use of the services offered by GetMyInvoices is concluded when a representative authorised by GetMyInvoices accepts the order placed by the customer. The acceptance is confirmed in writing or implied by the first act of fulfilment. GetMyInvoices is authorised to refuse the conclusion of the contract without giving reasons. Insofar as GetMyInvoices uses third parties to fulfil the agreed service, these are not contractual partners of the customer.

2.3 OBLIGATIONS OF THE CONTRACTUAL PARTNER

The customer undertakes not to misuse the GetMyInvoices.com platform, not to enter any data into the system that contains a computer virus (infected software), and not to use it in a way that negatively affects the availability of the platforms for other customers. The customer is responsible for the content of the documents.

The customer is obliged to report any functional failures, malfunctions or impairments immediately and as precisely as possible. At least one person must be designated by the customer as the administrator of the account. Administrators can

add or block other users (including other administrators).

The customer undertakes to take suitable precautions to prevent unauthorised access to the software by third parties. This includes keeping the "User ID" (e-mail address) and password secret and not making them accessible to third parties. For this purpose, it is recommended to log out of the application when leaving the workplace. The customer is obliged to keep access data and security features secret and to ensure that no unauthorised third party comes into possession of this access data. These must be stored in such a way that misuse of the data by third parties is not possible. Personal passwords must be changed regularly, at least once a year. The customer's users registered by the customer must also be obliged to comply with these points. If there is a suspicion that the confidentiality of the access data has been compromised, the customer is obliged to inform the operator immediately so that suitable measures can be taken (e.g. allocation of new access data or temporary blocking of access).

The customer is responsible for entering and maintaining the data and information required to use the SaaS service. This includes the creation and maintenance of paid user accounts

The customer is obliged to co-operate insofar as this is necessary for the proper performance of GetMyInvoices' services. In particular, the customer must provide all documents necessary for the performance of the services in full and in such a timely manner that they can be processed within a reasonable period. The same applies to information about all processes and circumstances that may be of importance for the performance of the services.

The customer is obliged to comply with the instructions for installing and using the software provided and to fulfil the specified system requirements.

If and insofar as the customer provides the operator with data such as receipts etc. within the scope of using GetMyInvoices, in particular for the purpose of generating data records, it is the sole responsibility of the customer to ensure the correctness of the pre-systems used by him from a tax and other legal point of view as well as the correctness and completeness of the data

transmitted to GetMyInvoices ; this applies in particular to the verification of the correctness of the reading of data by means of OCR technology. The verification of the correctness and completeness of the capture of the data by means of OCR technology of the transmitted data is not covered by the contractual relationship, unless otherwise stipulated in an individual agreement.

The customer is obliged to inform the users registered by him in good time before the start of use of the details of this contract, of the rights and obligations in accordance with these GTC, and to inform himself and the users registered by him once a month by inspecting the data protection declaration of any changes made there.

If the customer processes personal data within the scope of using GetMyInvoices and no statutory authorisation applies, the customer is responsible for obtaining the necessary consent from the respective data subject.

2.4 SOFTWARE LICENCE

2.4.1 The operator provides the customer with the software solution GetMyInvoices in the respective current version for the duration of the subscription via the Internet or as a desktop app in accordance with the service description, available at <https://www.getmyinvoices.com/en/service-description>, for non-exclusive, non-transferable and non-sublicensable use against payment.

Updates are included in the subscription.

2.4.2 Following further development, the current scope of functions of the software can be found in the service description on the Operator's website at <https://www.getmyinvoices.com/en/service-description>.

2.4.3 The Operator shall continuously monitor the functionality of the software and, in accordance with the technical possibilities, immediately eliminate all software errors that restrict or prevent the use of the software.

2.4.4 The customer shall not be granted any rights to the software beyond those regulated in this paragraph, in particular no rights to edit or further utilise the software.

2.5 PAYMENT

2.5.1 The customer undertakes to pay the agreed fee plus VAT to the operator for the provision of software and data hosting.

Payment shall be made using one of the payment methods offered.

2.5.2 Payments can be made using various payment methods offered in the programme. In the case of payment by direct debit, the customer authorises the provider to collect the payments to be made by the customer from an account to be specified by the customer. The costs of a chargeback for which the customer is responsible plus a processing fee of EUR 10.00 shall be borne by the customer. The customer is entitled to prove that no or lower costs were incurred.

2.5.3 The invoices shall be made available to the customer in his user account; the customer agrees to receive electronic invoices. The right to receive a paper invoice in accordance with Section 14 (1) sentence 5 UStG is excluded.

2.5.4 The billing address must always be maintained by the customer and updated in the event of changes. If the billing address is not updated, the operator reserves the right to charge a processing fee. The costs of an adjustment of the billing address by the operator for which the customer is responsible in the amount of EUR 10.00 shall be borne by the customer. The customer is entitled to prove that no or lower costs were incurred.

2.5.5 In the event that the customer has become a GetMyInvoices customer via a sales partner, billing is carried out via the sales partner and not directly between the operator and the customer. The contractual conditions of the sales partner apply.

2.6 PRICES

2.6.1 Every customer can use GetMyInvoices free of charge for a two-week trial period after registration. The free trial period can be cancelled at any time. After this trial period, the customer does not automatically enter into a paid subscription. If the customer wishes to continue using GetMyInvoices, he will be asked by e-mail to enter his billing data via GetMyInvoices.com before the free trial period expires. If he does not comply with this request, his customer account will be blocked and the data will be deleted after 30 days

at the earliest and 90 days at the latest in accordance with data protection regulations.

The fee for the use of GetMyInvoices following the test phase depends on which service package the customer has booked. The current subscriptions with the respective scope of services, as well as the corresponding prices, can be found in the customer area of the application. The prices stated there are subject to statutory VAT.

The operator is entitled to adjust the calculation intervals in favour of the customer if this does not lead to an increase in remuneration.

2.6.2 The Operator may change a current or usage-based fee at its reasonable discretion,

1. if the consumer price index for Germany published by the Federal Statistical Office has increased by more than 5 per cent since the last price adjustment; the extent of the increase is based on the increase in the consumer price index or

2. if and to the extent that the costs relevant for the price calculation increase as a result of unforeseeable circumstances beyond the operator's control and influence. The operator is therefore entitled to a price increase if

a. the statutory non-wage labour costs increase,

b. new legal, regulatory or technical requirements, new security regulations or new data protection requirements lead to increased costs for the provision of services or

c. insofar as GetMyInvoices services contain products from other manufacturers and these products are not available, no longer available or only available in a modified form, without this being due to circumstances for which the operator is responsible and thereby increasing the costs of service provision.

2.6.3 A price increase in relation to the affected service may not take place until at least twelve months after the last price increase and shall be announced to the customer by the operator in writing or in text form at least two months before it takes effect. The customer may have the price adjustment reviewed in court.

2.6.4 The customer may cancel the service affected by the price increase in writing or in text form within one month of the price increase coming into effect.

2.7 PACKAGES/CHANGE OF PACKAGES

After the free trial period, if the customer decides to continue using GetMyInvoices, he can make adjustments in the customer account by individually compiling a package with the desired scope of services, billing interval and desired contract term from the range of functions offered there. Various additional options that can be booked are AI-based; in these cases, the customer is informed of this separately when booking in the application and asked to give their consent.

Additional functions can be booked at any time during the contract term by means of an upgrade. The minimum contract term begins again when the upgrade is booked. The full scope of services of the new packages is available to the customer immediately after activation of the new package. The price difference will be recalculated pro rata for the subsequent term. The deselection of already booked functions by way of a downgrade is only possible at the end of the agreed contract term.

The packages each show a maximum number of documents that can be downloaded per month. If the customer independently exceeds the maximum number of the package booked by him, the operator is entitled to charge an amount of EUR 0.25 net for each additional document. If the customer independently exceeds the maximum number of monthly downloadable documents specified in the package booked by him for two consecutive months, the operator is entitled to upgrade the customer to the next higher package and to charge the customer the corresponding fee.

2.8 SERVICE MODIFICATIONS

The operator is authorised to change contractually agreed services insofar as this is reasonable for the customer, and

a) these services contain products from other manufacturers and these products are not, no longer or only in a modified form available to the operator, without this being due to circumstances for which the operator is responsible,

b) new legal or regulatory requirements make a change necessary,

c) the agreed services no longer correspond to the current state of the art, the safety regulations or the requirements of data protection or their operability is no longer guaranteed,

d) agreed services are exchanged in whole or in part for services of equal or higher value, the agreed target quality remains essentially unchanged, or

e) the operator has another legitimate interest in the change to the service.

The customer shall be notified in writing or in text form of any changes to services in accordance with this section at least two months before they come into effect. The customer may cancel the service affected by the service change in writing or in text form within one month of notification of the service change when it comes into effect.

After a change to the service, the current scope of functions of the software results from the updated service description linked in Section 2.2

2.9 TERMINATION

2.9.1 The SaaS contract is concluded for the term indicated at the time of booking and selected by the user. When booking an upgrade, the minimum contract term begins again at the time of booking the upgrade. Cancellation of the use of GetMyInvoices is possible at the end of the term in the account (menu item/billing) in accordance with the deadline displayed in the respective account (menu item/billing). If the contract is not cancelled in good time, it will be extended by the previous contract period. The customer is required to back up his data in advance. The account, including the data, will be deleted in accordance with data protection regulations no earlier than 30 days and no later than 90 days after the last billing. Cancellation can be effected in particular by the customer or the user by cancelling the subscription in the customer area

2.9.2 Both parties are at liberty to terminate the contract without notice for good cause. An important reason exists for the operator in particular if:

- insolvency proceedings are opened against the customer's assets or the opening of insolvency proceedings is rejected for lack of assets,
- the customer is in arrears with payment obligations arising from this contractual relationship to the extent of at least two months' fees and has been unsuccessfully reminded with a grace period and under threat of cancellation of the contract,
- the customer culpably violates legal provisions or infringes copyrights, industrial property rights or naming rights of third parties when using the contractual service, or
- the customer carries out or supports criminal, illegal or ethically dubious acts when using the distributed service.

§ 3 Data protection and data security

3.1 DATA PROTECTION

The operator complies with the provisions of the EU General Data Protection Regulation (GDPR) and other data protection provisions applicable in the contractual territory of Germany. In order to fulfil these requirements, the following is agreed for the use of the GetMyInvoices service:

The customer acknowledges the privacy policy and attachments, available on the operator's website <http://www.getmyinvoices.com> and the application page. Customers who are tax advisors and/or fall under the definition of a company in Section 14 of the German Civil Code (BGB) and are therefore subject to the EU GDPR shall conclude the agreement on order processing (hereinafter referred to as "DPA") with the Operator, which can be accessed at <https://getmyinvoices.com/avv>, upon conclusion of this contract for the use of the GetMyInvoices service. The DPA is an integral part of this contract for the use of the GetMyInvoices service

3.2 CONFIDENTIALITY

3.2.1 The operator undertakes to maintain the strictest confidentiality about all confidential processes of which it becomes aware in the course of the preparation, execution and fulfilment of the contract, in particular business or trade secrets of

the customer, and neither to pass them on nor to exploit them in any other way at . This shall not apply if this information either becomes public knowledge or the customer's interest in maintaining confidentiality has clearly ceased to exist.

3.2.2 The operator undertakes to obtain knowledge of third-party secrets within the meaning of the above paragraph only to the extent that this is necessary for the fulfilment of the contract

3.2.3 When employing third parties, the Operator undertakes to oblige them to maintain confidentiality in text form, informing them of the criminal consequences of a breach of duty, insofar as they could gain knowledge of third-party secrets within the meaning of this agreement in the course of their work. The operator fulfils the legal requirements with regard to its employees.

3.2.4 For customers who are subject to a professional duty of confidentiality, the following shall also apply:

3.2.4.1 As a service provider, the operator shall participate in the professional activities of clients who are subject to a professional obligation of confidentiality. The Operator shall safeguard third-party secrets made accessible to it by such customers in the knowledge of the criminal consequences of a breach of duty pursuant to Section 203 of the German Criminal Code (StGB) (imprisonment of up to one year or a fine) and the otherwise applicable legal provisions.

3.2.4.2 In addition to the above clauses, customers who are subject to a professional confidentiality obligation conclude the §203 StGB agreement with the operator upon conclusion of this contract for the use of GetMyInvoices, which can be accessed at <https://getmyinvoices.com/vbv>. The §203 StGB agreement is an integral part of this contract on the use of GetMyInvoices.

3.2.5 The obligation to maintain confidentiality in accordance with paragraphs 3.2.1 to 3.2.4 does not apply if the operator is obliged to disclose information on the basis of an official or court decision. Insofar as this is permissible in individual cases and possible, the operator shall inform the customer of the obligation to disclose.

3.3 DATA ENCRYPTION

To ensure customer protection, all communication with GetMyInvoices is encrypted using the HTTPS protocol.

3.4 DATA SECURITY AND DATA SUPPLY

The operator is obliged to take suitable precautions against data loss and to prevent unauthorised access to the customer's data by third parties.

The operator creates a backup twice a day to secure all of the customer's data generated during use. This backup is stored on other servers that have multiple redundant backups. This backup provides protection against system failures. The customer has no right to restore data that they have deleted themselves. When and whether the operator restores data is at the discretion of the operator. The customer is obliged to back up his data himself, e.g. through regular exports. In the event of loss of data, the Operator shall only be liable for the effort required to restore the data if the Customer has properly backed up the data. In the event of simple negligence on the part of the operator, this liability shall only apply if the operator has simultaneously breached a material contractual obligation with the action leading to the loss of data.

In any case, the customer remains the sole authorised owner of the data and can therefore demand the return of all data from the operator at any time, in particular after termination of the contract, without the operator having a right of retention. The data shall be surrendered by transmission via the data network. This provision and release of data and the invoicing thereof shall be based on agreement and expenditure. The customer is not entitled to receive the software suitable for using the data.

Special provisions apply to the transfer of personal data. These are contained in the agreement on order processing in accordance with the EU General Data Protection Regulation (GDPR) and described in the privacy policy

§ 4 Warranty Claims/Availability

4.1 WARRANTY CLAIMS

The operator warrants the functional and operational readiness of the SaaS service and that the customer can use the contractual software without infringing the rights of third parties. The warranty for material defects does not apply to defects that are based on the fact that the contractual software is used in a hardware and software environment that does not meet the necessary requirements or for changes and modifications that the customer has made to the software without being authorised to do so by law, contract or on the basis of prior written consent from the operator.

The strict liability of the operator for defects that already exist at the time the contract is concluded is expressly excluded.

If automated document retrieval is not possible for technical reasons, the operator will carry out the retrieval manually if possible in order to maintain functionality for the customer.

4.2 AVAILABILITY

The availability of GetMyInvoices guaranteed by the operator is based on the service description <https://www.getmyinvoices.com/en/service-description>.

4.3 THIRD PARTY CLAIMS FOR DEFECTS OF TITLE

If a third party claims against the customer that a service provided by the operator infringes its rights, the customer shall notify the operator immediately in writing or in text form. At the request of the operator, the customer shall grant the operator all necessary powers of attorney and authorisations, to defend the customer against the asserted rights of third parties.

If the rights of third parties are infringed by a service provided by the operator, the operator shall, at its own discretion and at its own expense

- a) provide the customer with the right to use the service or
- b) design the service free of third-party rights.

In all other respects, the provisions of § 5 shall apply to the customer's further claims.

Furthermore, in the event of an infringement of third-party rights by one contracting party, the

other contracting party shall indemnify the other contracting party against all resulting claims and claims for damages as well as against the costs of legal defence in an appropriate amount against proof, provided that the claim is attributable to a fault of the respective contracting party. The indemnification is subject to the proviso that the contracting party against whom the claim is asserted only concludes a settlement regarding the claims asserted by the third party or recognises these with the prior written consent of the other contracting party.

§ 5 Liability

5.1 GENERAL

The operator is not liable for damages, in particular loss of data or damage to software or hardware or financial losses caused by its services or by the local software installation (e.g. scan app, e-mail plug-ins, desktop app), unless these are due to gross negligence or wilful intent on the part of the operator, its vicarious agents or its legal representatives. The operator is liable without limitation for damage to health, body or life as well as claims for damages arising from the Product Liability Act. The operator is also liable in the event of slight negligence for the breach of obligations that are of particular importance for achieving the purpose of the contract (cardinal obligations), whereby liability is limited to the amount of the typically foreseeable damage. This also applies to simple negligent breach of duty by the legal representatives and vicarious agents of the operator.

Exclusions or limitations of liability do not apply if the operator has expressly given the customer a guarantee that was specifically intended to protect against the occurrence of the damages claimed.

Liability under the Product Liability Act and manufacturer's liability shall remain unaffected.

Except in the case of intent and gross negligence or the assumption of a guarantee, the operator is not liable for indirect damages, such as additional expenses, loss of profit or loss of savings.

5.2 UNAUTHORISED ACQUISITION OF KNOWLEDGE

The operator is not liable for the unauthorised acquisition of personal customer data by third parties (e.g. through unauthorised access to the database by hackers). The operator can also not be held liable for the misuse by third parties of data and information that the customer himself has made accessible to third parties.

5.3 SAVED CONTENTS

The customer alone is responsible for the content of his stored files. The customer undertakes not to store any data that violates applicable law.

5.4 SUSPICION OF ILLEGALITY

The operator is authorised to block the account immediately if there is

reasonable suspicion that the stored data is unlawful and/or violates the rights of third parties. Reasonable suspicion of illegality and/or an infringement of rights exists in particular if courts, authorities and/or other third parties inform the operator of this. The operator must inform the customer immediately of the blocking of the account and the reason for it. The block must be lifted as soon as the suspicion is invalidated.

5.6 EXCLUSION OF TAX LIABILITY

The customer is responsible for the tax and legal compliance of the documents created or downloaded by the customer. Furthermore, the operator does not provide any tax or legal advice within the meaning of the applicable professional regulations (StBerG, BRAO, RDG, WPO). The operator stores the documents created and regularly creates data backups. The Operator shall take all reasonable and economically justifiable measures to ensure the data security of the stored documents and address data. However, the operator is not liable for the permanent storage of the documents beyond the end of the contractual relationship. The fulfilment of the retention periods applicable under tax and commercial law (§§ 238, 257 HGB; § 147 AO) is not included in the functional scope of GetMyInvoices described in the service description. If desired, the customer can download already created/downloaded documents at any time in the customer area for their own data backup.

§ 6 Special conditions for retrieval of documents from external sources

6.1 ACCOUNT ACCESS

Insofar as GetMyInvoices contains functions with which the customer can automatically retrieve documents from external sources (e.g. web portals of other operators and e-mail accounts) and store them in his account, the following applies: If access data (e.g. user name, password) are required to retrieve the desired information, these must be provided to the operator by the customer and stored by the operator for future retrieval. Notes: The operator expressly points out that the documents retrieved automatically and/or stored directly by partner companies may contain sensitive and/or confidential information. The operator points out that individual functions, such as e-mail plug-ins, are not available in the desktop app for technical reasons, but can only be offered in the web version.

When booking an AI-based option, the customer instructs the operator to perform the functions resulting from the service description using AI technology.

6.2 LEGITIMISATION

In order to use the automated document retrieval, the customer must authorise the operator as his authorised representative and transfer the authority to the operator to retrieve the information automatically from the external source in his name, if necessary using the access data provided.

6.3 RESPONSIBILITY

It is the customer's responsibility to observe any agreements between the customer and third parties that prohibit the use of automated document retrieval and not to contravene them.

6.4 PROPOSAL OF NEW PORTALS

It is possible to suggest the connection of further portals to GetMyInvoices at no additional cost, which is done via the "Suggest portal" function

within the company portal module. The operator is not obliged to implement such a suggestion from the customer at all or, if accepted, within a certain period of time.

§ 7 Support and customer service

The operator shall respond to enquiries (via ticket system or email) from the customer regarding the use of the contractual software as soon as possible after receipt.

§ 8 Notifications

The customer is obliged to update changes of address in his customer account without delay. Otherwise, notifications sent to the last known address shall be deemed to have been received with legal effect

§ 9 Final provisions

9.1 APPLICABLE LAW/PLACE OF FULFILMENT/JURISDICTION

The contract existing between the contracting parties is subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods, subject to mandatory international private law provisions. The place of fulfilment is Kassel. The exclusive place of jurisdiction is Kassel, provided that each party is a merchant or a legal entity under public law.

9.2 SEVERABILITY CLAUSE

Should individual provisions of the terms and conditions prove to be invalid, this shall not affect the validity of the remaining provisions.

9.3 PROHIBITION OF SET-OFF

Only undisputed or legally established claims may be offset against claims of the operator.

9.4 DATE

These GTC are valid from March 2025

fino data services GmbH