

General Terms and Conditions (AGB)

1. Scope of application / definitions

1.1. The following General Terms and Conditions (GTC) are an integral part of every contract between Vondos GmbH, Deisterstraße 20, 31785 Hameln (hereinafter: OPONIA), and the contractual partner.

1.2. OPONIA provides its services and deliveries exclusively on the basis of these General Terms and Conditions.

1.3. The validity of these General Terms and Conditions extends to all services offered by OPONIA. By using the services, the contractual partner recognizes these General Terms and Conditions as binding for him.

1.4. In addition to these General Terms and Conditions, OPONIA's current price list shall also form an integral part of the contract.

1.5. The following definitions apply to the application and interpretation of the contract:

Contractual partner

Contractual partner of OPONIA who forwards customer flows (hereinafter referred to as "traffic") to OPONIA. The contractual partner is a natural or legal person. The Contractual Partner is an entrepreneur (Section 14 BGB) and not a consumer (Section 13 BGB).

OPONIA

OPONIA uses its meta-network to broker traffic to third parties.

Third party partner

The third party partner is the party to whom OPONIA refers the traffic. The third party is a natural or legal person. The Third-Party Partner is an entrepreneur (Section 14 BGB) and not a consumer (Section 13 BGB).

2. Conclusion of contract

2.1. The contract is concluded between OPONIA and the contractual partner itself. In certain cases, the third party may provide supplementary terms and conditions for participation in its partner program. These terms and conditions shall then apply in addition to these General Terms and Conditions.

2.2. Only legal entities and natural persons with unlimited legal capacity can become contractual partners. There is no entitlement to participation.

2.3. To register as a contractual partner, a valid trade license or extract from the commercial register is required.

2.4. If the employee of a legal entity registers it as a contractual partner, a written power of attorney is required. The same applies if another third party (e.g. an agency) registers a contractual partner on their behalf.

2.5. A contract is only concluded when OPONIA confirms the registration of the contractual partner.

2.6. When registering, the contracting party must provide the required information completely and truthfully. The contracting party must enter changes into OPONIA's online system without delay, but at the latest within one week of the change occurring.

2.7. The contracting party consents to the receipt of service e-mails by OPONIA and by third parties advertised by OPONIA. Service e-mails are electronic messages relating to the performance of the contract. If the contracting party objects to the receipt of such e-mails, this shall constitute an implied termination of the contract.

2.8. The contractual partner undertakes to comply with the applicable laws. Only platforms whose content does not violate the applicable law of the Federal Republic of Germany and morality may be registered. The obligation to check this is the sole responsibility of the contracting party. Nevertheless, OPONIA shall be authorized to examine the content of the contracting party's platforms and, if necessary, to shut them down. The investigation may also be carried out by technical means.

2.9. The contracting party warrants that it will not store or forward any data that could damage OPONIA's technical infrastructure and operating processes.

3. Data protection

3.1. OPONIA is entitled to collect, process and store the Contractual Partner's personal data. In doing so, the applicable data protection regulations shall be complied with.

3.2. The stored data will be used exclusively for processing the contract concluded between the parties. Any further use, e.g. for advertising or market research purposes, will not take place. Once the contract has been fully processed, the contractual partner's data will be blocked and permanently deleted after the statutory periods have expired. The data will then no longer be available for further use.

3.3. If the contractual partner wishes his data to be completely deleted, he should contact the OPONIA support team indicated on the website.

3.4. The contractual partner authorizes OPONIA to pass on the data provided during registration to all third-party partners,

3.5. OPONIA is entitled to take and implement all necessary technical measures to ensure the maintenance of the network and to detect any misuse. § Section 170 TKG shall apply accordingly.

4. Liability of OPONIA

4.1. OPONIA will make the usual efforts in the Internet industry to ensure that the online system remains available 24 hours a day. Exceptions to this are interruptions that are customary for necessary maintenance measures or that are caused by third parties not affiliated with OPONIA. Should the online system nevertheless fail, OPONIA shall endeavor to restore availability as soon as possible. The contracting parties acknowledge that in exceptional cases a small number of transactions may not be recorded or logged by the online system. This shall not give rise to any claim against OPONIA on the part of the contracting party.

4.2. OPONIA shall not be liable for force majeure or for events beyond OPONIA's control (e.g. force of nature, war, viruses). Consequently, OPONIA shall also not be liable for the resulting interruption or destruction of data. The contracting party shall be responsible for making appropriate backup copies. OPONIA shall make a technical backup of the data at least once a week.

4.3. OPONIA does not guarantee sales success.

4.4. OPONIA shall not be liable for any damage resulting from a breach of the obligation to update data. If OPONIA suffers damage as a result and the Contractual Partner is culpably responsible for this, the Contractual Partner must compensate OPONIA in full.

4.5. In addition, OPONIA is not liable for the accuracy and completeness of the content of third-party partners.

4.6. OPONIA shall only be liable for damages other than those resulting from injury to life, limb and health insofar as these are based on intentional or grossly negligent acts or on culpable breach of a material contractual obligation by OPONIA, its employees or vicarious agents. This shall also apply to damages arising from the breach of duties during contract negotiations and from the performance of unauthorized acts. Any further liability for damages shall be excluded.

4.7. Except in the case of intentional or grossly negligent conduct, breach of a cardinal obligation or injury to life, limb or health by OPONIA, its employees or vicarious agents, liability shall be limited to the damages typically foreseeable at the time of conclusion of the contract and otherwise to the average damages typical of the contract, but not exceeding the average performance-related remuneration of half a year of the contracting party. This also applies to indirect damages, in particular loss of profit.

4.8. The provisions of the Product Liability Act remain unaffected.

4.9. If the Contractual Partner suffers damage as a result of misconduct on the part of the Third-Party Partner, the Contractual Partner shall not be entitled to any compensation from OPONIA. Rather, it may only assert its claims directly against the Third-Party Partner. OPONIA undertakes to assign the necessary rights to the contracting party.

5. Termination

- 5.1. The contract can be terminated by the contracting party with a notice period of two weeks to the end of the month. OPONIA may terminate the contract at any time.
- 5.2. Notice of termination must be given in writing, whereby e-mail is sufficient.
- 5.3. The right to extraordinary termination remains unaffected.
- 5.4. The contractual partner must settle all outstanding payments by the end of the contract.
- 5.5. Termination shall not affect any commission claims that have already arisen or that may arise from the use of the generated traffic, or OPONIA's rights to information and control. In particular, the remuneration obligations under Section 7 of this contract shall remain in full force and effect in this case.

6. Duties of conduct of the contractual partner

- 6.1 The contractual partner may only participate with a platform for which it holds the rights. If the registered platform is registered to a third party, the contractual partner must provide corresponding proof of authorization upon request.
- 6.2. The contractual partner undertakes to comply with the applicable legal system, in particular competition law and data protection law. This applies in particular to the design of its website and the generation of traffic.
- 6.3. The automatic generation of views, clicks, leads, sales or other manipulations by means of technical devices or by deliberate or fraudulent deception is not permitted. Such unlawfully acquired remuneration claims will be subsequently canceled by OPONIA.
- 6.4. In addition, the contractual partner undertakes to refrain from depictions of violence, sexual or pornographic content or discriminatory statements or depictions with regard to race, gender, religion, nationality, disability, sexual orientation or age.

7. Remuneration & billing

- 7.1. The Contractual Partner shall receive a commission from OPONIA amounting to 90% of the net fees collected through the traffic of the individual Contractual Partner.
- 7.2. If the third party partner subsequently makes a lawful cancellation and the contractual partner has already received payment for this, the contractual partner shall refund the amount to OPONIA. This shall not apply, however, if the cancellation is based on partial or complete fault on the part of OPONIA. In such a case, there shall be no refund obligation.
- 7.3. Commissions are payable and due 10 working days after receipt of the commission payment by OPONIA. The timeliness of payment shall be determined by the date on which the amount is credited to OPONIA's account free of charge in euros. OPONIA shall issue a proper invoice for this.

8. Extraordinary right of termination

8.1. OPONIA has an extraordinary right of termination for good cause.

8.2. Good cause exists in particular if the partner does not comply with the provisions of point 6:

Duties of conduct

complies with.

8.3. It is irrelevant whether the non-compliance is caused by the contractual partner itself or by a third party appointed by the contractual partner.

8.4. Claims for damages and contractual penalties remain unaffected by this.

9. Contractual penalty

9.1. For each case of infringement of the provisions of point 6:

Duties of conduct

OPONIA and the partner agree on a contractual penalty of EUR 5,001 per case.

9.2. It is irrelevant whether the infringement is committed by the contractual partner itself or by a third party commissioned by the contractual partner.

10. Liability of the contractual partner

The contracting party shall indemnify OPONIA against all claims for damages, liability claims and any costs incurred by OPONIA as a result of the contracting party acting in breach of duty.

11. Amendment

11.1. Changes to the General Terms and Conditions are possible at any time and will be announced with a notice period of two weeks. They will be made available by e-mail and via the online system.

11.2. If no express written objection is made within the notice period, the new terms and conditions shall be deemed to have been accepted.

11.3. If an express written objection is made, the contractual relationship shall be deemed terminated within the meaning of point 5.1.

12. Miscellaneous

12.1. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the country in which the contractual partner has its habitual residence shall remain unaffected.

12.2. The place of jurisdiction for any disputes arising from this contract shall be the registered office of OPONIA.