

General terms and conditions

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1. Scope of application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of Adresslabor - Rolf Paschold (hereinafter referred to as "Seller"), apply to all contracts for the provision of services that an entrepreneur (hereinafter referred to as "Customer") concludes with the Seller with regard to the services presented by the Seller in its online shop. The inclusion of the Customer's own terms and conditions is hereby objected to, unless otherwise agreed.

1.2 An entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

A consumer within the meaning of these GTC is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed.

1.3 The Seller's services are exclusively intended for entrepreneurs, not consumers. Therefore, the right of withdrawal for consumers does not apply.

2. Conclusion of contract

2.1 The product descriptions contained in the Seller's online shop do not constitute binding offers on the part of the Seller, but serve for the submission of a binding offer by the Customer.

2.2 The customer can submit the offer via the customer account integrated in the Seller's online shop, (My Account/Buy Credits). In doing so, after placing the selected services in the virtual shopping cart and going through the electronic ordering process, the customer makes a legally binding contractual offer with respect to the selected services ("tests") by clicking the button that concludes the ordering process.

2.3 The Seller may accept the Customer's offer within thirty days,
- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), in which case the receipt of the order confirmation by the customer is decisive, or
- by delivering the result of the service ordered to the customer, in which case the receipt of the results by the customer is decisive, or
- by requesting payment from the customer after the customer has placed the order.

If several of the aforementioned alternatives exist, the contract shall be concluded at the time when one of the aforementioned alternatives occurs first. The period for acceptance of the offer begins on the day after the customer sends the offer and ends with the expiry of the thirtieth day following the sending of the offer. If the seller does not accept the customer's offer within the aforementioned

period, this shall be deemed to be a rejection of the offer with the consequence that the customer is no longer bound by his declaration of intent.

2.4 When submitting an offer via the Seller's online order form (My Account/ Buy Credits), the invoice with the text of the contract will be saved by the Seller and sent to the Customer by e-mail as a pdf file after the Customer has submitted his order. The invoice can be retrieved by the customer after submitting his order via the website of the seller (My Orders).

2.5 Before bindingly placing the order via the Seller's online order form, the Customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical means for better recognition of input errors can be the enlargement function of the browser, with the help of which the display on the screen is enlarged. The customer can correct his entries during the electronic ordering process using the usual keyboard and mouse functions until he clicks the button that concludes the ordering process.

2.6 The German and English languages are available for the conclusion of the contract.

2.7 Order processing and contacting usually take place via e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

3. Prices and terms of payment

3.1 Pricing model: The customer pays a fee per service used (test) in accordance with the price tables in the Seller's online shop. For this purpose, the customer buys a corresponding number of credits beforehand. One credit corresponds to one euro cent and entitles the customer to use services.

For services of the Seller, the remuneration is due at the beginning of the respective use and the corresponding credits are to be redeemed at this time. Credits do not expire and can be redeemed for an indefinite period. In return, there is no monetary repayment of credits from the seller to the customer.

3.2 Unless otherwise stated in the Seller's product description, the prices quoted are net prices and do not include statutory VAT. Any additional delivery and shipping costs will be indicated separately in the respective product description.

3.3 In the case of deliveries to countries outside the European Union, further costs may be incurred in individual cases for which the Seller is not responsible and which are to be borne by the Customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of funds if the delivery is not made to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

3.4 The payment options will be communicated to the Customer in the Seller's online shop.

3.5 If payment is made using a payment method offered by PayPal, the payment is processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter: "PayPal"), subject to the PayPal terms and conditions of use, which can be viewed at www.paypal.com/de/webapps/mpp/ua/useragreement-full or - if the customer does not have a PayPal account - subject to the terms and conditions for payments without a PayPal account, which can be viewed at www.paypal.com/de/webapps/mpp/ua/privacywax-full.

3.6 If the payment method purchase on account is selected, the purchase price is due after the invoice has been issued. In this case, the purchase price is payable within 7 (seven) days of receipt of the invoice without deduction, unless otherwise agreed.

In the case of payment by invoice, the Seller reserves the right to credit the purchased credits only

after receipt of payment.

The data transfer to the USA is based on the standard contractual clauses of the EU Commission.

Details can be found here: www.paypal.com/de/webapps/mpp/ua/pocpsa-full.

Details can be found in PayPal's privacy policy: www.paypal.com/de/webapps/mpp/ua/privacy-full.

4. Delivery and shipping conditions

4.1 The delivery of services (test results) takes place electronically via an SSL-certified, secure connection (https). Either in the form of a response via Rest-API or via download of the result file in the bulk check.

Result data will be provided to the client. The following provisions apply: To prove his access authorisation, the customer receives a user ID (e-mail address and/or API customer ID), which he secures with a password to be kept secret by him. The customer is responsible for the protection of the access authorisation and the misuse of the same in his area of responsibility. Access to the Seller's server is generally possible 24 hours a day. The Seller expressly assumes no guarantee for this availability. In particular, delays or temporary failures due to maintenance work or high network load do not entitle the customer to assert warranty or liability claims.

4.2 The Seller's services are partly subject to Art. 28 GDPR (General Data Protection Regulation) and thus constitute commissioned processing within the meaning of this regulation. The Seller reserves the right to deliver certain services only after concluding a commissioned processing agreement.

4.3 Self-collection is not possible for technical reasons.

5. Retention of title

If the Seller makes advance payment, it shall retain ownership of the service supplied (test results) until the purchase price owed has been paid in full.

6. Use of the services of the seller

6.1 The registration for the use of the services of the seller is free of charge for the customer. In the process, personal data of the customer is collected and stored. Further information can be found in the data protection declaration. With the registration, the customer receives a starting credit for the first, free tests.

6.2 The Seller's services may, depending on the type of checks, constitute commissioned processing within the meaning of Art. 28 EU GDPR (General Data Protection Regulation). Personal data from applications of the Customer are transmitted, stored and processed automatically. This requires a documented agreement on commissioned processing between the customer (client) and vendor (service provider or contractor). The seller can only start working for the customer after this agreement has been concluded. Until then, all services remain deactivated for the customer. The seller reserves the right to activate individual services for the customer only after verification in order to prevent fraud attempts.

6.3 The customer will be informed of the costs incurred before using services that are subject to payment ("Buy Credits Now"). By accepting the order processing agreement or purchasing Credits, the Customer acknowledges the GTC and enters into a contract with the Seller.

6.4 The Seller reserves the right to charge for the use of certain services at the appropriate time and/or to generate revenue through advertising.

6.5 If the customer abuses his registration to appear under a false identity, to cause confusion about the person, to use copyrighted images, he is liable under civil and criminal law for his conduct. Furthermore, the seller reserves the right to close the customer's account with immediate effect in such a case. In the event of such a serious breach of contract by the Customer, the closure may

also be effected by conclusive action on the part of the Seller, e.g. by blocking or deleting the account.

6.6 The Seller accepts no responsibility for the accuracy and content of the information in the Customer's registration or profile data or for any other content determined by the Customer. The Seller accepts no liability for any misuse of information.

6.7 The Seller shall endeavour to ensure the proper operation of the Services. The Service is operational 24 hours a day, 7 days a week. Excluded from this are downtimes due to maintenance and software updates as well as times during which the Service cannot be accessed via the Internet due to technical problems beyond the Seller's control (force majeure, fault of third parties). In order to be able to use the service to its full extent, the user must use current (browser) technologies and enable their use on the computer (e.g. activation of Java script, cookies, pop-ups). No guarantee is given for uninterrupted, full usability.

6.8 The Seller shall not be liable for the acquisition of data by unauthorised third parties. Likewise, the Seller shall not be liable for the misuse of data which the customer himself has made or will make accessible to third parties.

6.9 The Seller reserves the right to check the content of any text and submitted photos or graphic files for compliance with the law and, if necessary, to change or delete them. No obligation is entered into in this respect.

6.10 The Seller is entitled at any time to discontinue its services in whole or in part, with or without giving reasons.

6.11 The Seller owes only the provision of IT services for the optimisation and cleansing of data, not success through the use of this data for marketing purposes.

6.12 Procedure in the event of legally relevant problems: The Seller shall immediately examine any complaint received by it and shall take appropriate measures at short notice to remedy any malfunctions. There is therefore no risk of repetition. If, despite this assurance, legal counsel should be called in immediately in the event of suspected malfunctions, this would perpetuate the malfunction for an unnecessarily long period of time, since in this case the Seller would be obliged to have the facts of the case checked first by the courts before making any changes, which could result in a delay in the elimination of an assumed malfunction. This cannot be in the legitimate interest of a possibly injured party, since the otherwise possible quick and uncomplicated elimination of a possible malfunction would be unnecessarily and considerably delayed by the recourse to legal counsel. The activity of a lawyer who has not been expressly commissioned by us in writing does not correspond to our real or presumed will; we expressly prohibit any management without a mandate (GOA).

7 Liability for defects (warranty)

7.1 The Seller warrants to the Customer that the seller has the right to provide the customer with the products data and software function substantially as described on the Seller's online shop and its documentation.

Further warranties are excluded. Guarantees, in particular with regard to the performance of the products for a specific purpose, are not granted.

7.2 Defective products for which the Seller is responsible within the scope of para. 1 shall be replaced for the Customer, provided that the Customer complies with its obligations to give notice of defects as set out below.

7.3 Complaints due to incomplete or defective delivery must be notified within ten working days at the latest in the case of obvious defects, and in the case of hidden defects immediately after their

discovery, but no later than after six months. The time of delivery and the date of receipt of the letter of complaint shall be decisive for the calculation of the time limit. If hidden defects are discovered, any processing or use of the products must be discontinued immediately. If the customer does not comply with these provisions, the delivery shall be deemed to have been approved. Defects in part of the delivery do not entitle the customer to complain about the entire delivery.

8. Copyrights

8.1 The Customer expressly acknowledges that the copyright in all Products remains with the Seller or its suppliers.

8.2 The Customer undertakes to refrain from doing anything that may in any way infringe the Seller's and its suppliers' copyright or proprietary or merchandise protection rights in the Products. The Customer shall indemnify the Seller against any claims asserted by third parties against the Seller on the basis of a breach by the Customer of the above obligations. Any further claims of the Seller against the Customer shall remain unaffected.

9. Reseller

9.1 If the Customer is a reseller (intermediary, middleman, information broker, etc.) who does not use the Products himself but resells them to an end user, the following supplementary provisions shall apply - subject to individual contractual agreements between the Seller and the reseller: These General Terms and Conditions shall apply to the Reseller to the same extent as to direct customers of the Seller. The Reseller shall be liable to the Seller for the End Customer's compliance with all points of these General Terms and Conditions.

9.2 Any alteration and/or modification of the products or parts thereof as well as the incorporation/mixing in/with other services/products of the Reseller or other suppliers shall require the express consent of the Seller. The same shall apply to the granting of GDPR this right to third parties.

9.3 The Reseller shall ensure the verifiability of the resale to its end customer and submits to all legal regulations of the Data Protection Regulation (GDPR).

10 Applicable law

All legal relations between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the laws on the international sale of movable goods. In the case of consumers, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.

11. Alternative dispute resolution

11.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

11.2 The Seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.