

GENERAL TERMS AND CONDITIONS

FROM

www.catuq.de

Welcome to catuq GbR!

General terms and conditions are all pre-formulated contractual conditions for a large number of contracts that one contracting party (user) imposes on the other contracting party when concluding a contract. It is irrelevant whether the provisions form a separate external part of the contract or are included in the contractual document itself, what scope they have, in what font they are written and what form the contract takes. General terms and conditions do not exist if the contractual conditions have been negotiated in detail between the contracting parties.

§ 1 Scope of application and provider

- (1) The General Terms and Conditions (hereinafter referred to as "GTC") govern the contractual relationship between catuq GbR (hereinafter referred to as "Provider") and you (hereinafter referred to as "Customer") in the version valid at the time of conclusion of the contract.
- (2) At catuq GbR we offer you the following services: Performing online services in the interest of the client, e. g. as a virtual assistant, creating content, image editing/processing & text editing/processing.

§ 2 Formation of the contract

- (1) Contracts between the Customer and the Provider (catuq GbR) can only be concluded in German and English.
- (2) The customer must have reached the age of 18.
- (3) By accepting our offer, the customer recognizes these GTC of catuq GbR. Upon registration, a contractual relationship is established between catuq GbR and the registered customer, which is governed by the provisions of these GTC.
- (4) The presentation of the service on the website (www.catuq.de) does not constitute a legally effective offer. The presentation of the service merely invites the customer to make an offer.
- (5) You agree to receive invoices electronically. Electronic invoices will be made available to you by e-mail or in the customer account on the website (www.catuq.de). We will inform you for each service whether an electronic invoice is available. Further information about electronic invoices can be found on our website (www.catuq.de).

§ 3 Description of the scope of service

The scope of services provided by catuq GbR consists of the following services:

The user can register free of charge on our website (www.catuq.de). The scope of services provided by catuq GbR includes, but is not limited to, various online services. For example, support can be purchased for the creation of various

content, as well as the editing and processing of video, text and sound files. Furthermore, tasks in the field of virtual assistance can also be taken on.

§ 4 Prices and shipping costs

- (1) If the user wishes to use a chargeable service, they will be informed in advance of the chargeable nature of the service. In particular, the respective additional scope of services, the costs incurred and the method of payment are listed.
- (2) The Provider reserves the right to charge different fee models for different booking times and user groups and in particular for different usage periods, as well as to offer different scopes of services.

§ 5 Terms of payment

- (1) By registering, providing the information required for the payment method and using the fee-based service, the user authorizes the operator to collect the corresponding amount.
- (2) If a paid subscription model has been selected, the subscription is automatically renewed for the booked period unless it is cancelled by e-mail or letter.
- (3) The subscription is collected on the following date: the third working day of each month.
- (4) Certain payment methods may be excluded by the provider in individual cases.
- (5) The customer is not permitted to pay for the service by sending cash or checks.
- (6) If the customer chooses an online payment method, the customer thereby authorizes the supplier to collect the amounts due at the time of the order.
- (7) If the supplier offers payment by credit card and the customer chooses this method of payment, the customer expressly authorizes the supplier to collect the amounts due.
- (8) If the supplier offers payment by direct debit and the customer chooses this payment method, the customer shall grant the supplier a SEPA basic mandate. If a payment transaction is reversed when paying by direct debit due to insufficient funds in the account or due to incorrectly transmitted bank account details, the customer shall bear the costs.
- (9) If the customer defaults on payment, the supplier reserves the right to claim damages for default.
- (10) Settlement can be made using the following means of payment:
 - a) PayPal
 - b) credit card
 - c) direct debit: DE75 1001 0123 6561 0636 74

in the event of a return debit note for which the customer is responsible, catuq GbR shall charge a flat-rate compensation fee of €4.20 (four euros and twenty cents). The customer can prove that no damage has been incurred at all or that it is significantly lower than the lump sum. The above provisions shall apply accordingly to payments of the purchase price of goods sold by third-party suppliers.

§ 6 Registration and termination

- (1) A user is entitled to unsubscribe from the website (www.catuq.de) in writing by post or email at any time without stating a reason. All of the user's data will then be deleted.
- (2) If a user has registered for a paid subscription, they can cancel at the latest 7 days before the booking period. If this deadline is not met, the paid subscription will be extended by the selected booking period and the termination will only take effect at the end of the subsequent booking period. Cancellation is possible by e-mail or letter and will be confirmed by us in writing. The customer's full name, e-mail address and postal address must be provided so that your cancellation can be assigned.
- (3) catuq GbR may terminate the Agreement at any time, with or without notice and for any reason, in its sole discretion. catuq GbR further reserves the right to remove profiles and/or any content posted on the Website (www.catuq.de) by or on behalf of the User. If catuq GbR terminates the User's registration and/or removes the User's profiles or published content, catuq GbR shall be under no obligation to inform the User of this or of the reason for the termination or removal.
- (4) Users are obliged not to make any deliberate or fraudulent false statements in their profile and other areas of the portal. Such statements may result in civil and criminal prosecution. Furthermore, the operator reserves the right to terminate the existing contractual relationship with immediate effect in such a case.
- (5) If a user's access is blocked and or the contractual relationship is terminated due to culpable breach of contract, the user must pay compensation for the remaining term of the contract in the amount of the agreed fee less the expenses saved by catuq GbR. Both contracting parties are at liberty to prove that the damage actually occurred and/or that the expenses saved are actually higher or lower.

§ 7 Limitation of liability (services)

- (1) catuq GbR accepts no responsibility for the content and accuracy of the information in the registration and profile data of the customer or other content generated by the customer.
- (2) With regard to the service sought or offered by catuq GbR, the contract is concluded exclusively between catuq GbR and the customer involved. catuq GbR cannot be held responsible for this and hereby expressly rejects all possible liability claims of any kind whatsoever, including claims, benefits, direct or indirect damages of any kind, conscious or unconscious, suspected or unsuspected, disclosed or undisclosed, of any kind whatsoever in connection with the aforementioned matters.
- (3) catuq GbR shall only be liable for damages resulting from injury to life, body or health if they are based on an intentional or negligent breach of duty by catuq GbR or an intentional or negligent breach of duty by a legal representative or vicarious agent of catuq GbR.
- (4) catuq GbR shall only be liable for other damages, insofar as they are not based on the breach of cardinal obligations (such obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely), if they are based on an intentional or grossly negligent

breach of duty by catuq GbR or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of catuq GbR.

- (5) The claims for damages are limited to the foreseeable damage typical for the contract. In the event of default, they shall amount to a maximum of 5 % of the order value.
- (6) Claims for damages become time-barred after 18 months, whereby the limitation period begins at the end of the year in which the claim arose and the creditor becomes aware of the circumstances giving rise to the claim and the identity of the debtor or should have become aware of them without gross negligence (Section 199 (1) BGB). For claims for damages based on injury to life, limb, health or freedom, the limitation period is 30 years (Section 199 (2) BGB).
- (7) The provider reserves the right to check the content of a text written by a user as well as uploaded files for compliance with the law and, if necessary, to delete it in whole or in part.

§ 8 Right of retention

The customer may only exercise a right of retention insofar as your counterclaim is based on the same contractual relationship.

§ 9 Cancellation policy

The right of withdrawal is excluded according to § 312g BGB.

§ 10 data protection

- (1) If personal data (e.g. name, address, e-mail address) is collected, we undertake to obtain your prior consent. We undertake not to pass on any data to third parties unless you have given your prior consent.
- (2) We would like to point out that the transmission of data on the Internet (e. g. by e-mail) may be subject to security vulnerabilities. Accordingly, error-free and trouble-free protection of third-party data cannot be fully guaranteed. Our liability in this respect is excluded.
- (3) Third parties are not authorized to use contact data for commercial activities unless the persons concerned have given their prior written consent to catuq GbR.
- (4) You have the right at any time to obtain from catuq GbR complete and free information about the data concerning you.
- (5) Furthermore, the user has the right to rectification/deletion of data/restriction of processing.
- (6) We treat your data confidentially and only process it in accordance with the applicable data protection laws, in particular the General Data Protection Regulation (GDPR).
- (7) Further information on data protection can be found in the separate privacy policy.

§ 11 Cookies

- (1) We may use cookies to display the product range. Cookies are small text files that are stored locally in the cache of the visitor's Internet browser.
- (2) Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier for the cookie. It consists of a string of characters through which websites and servers can be assigned to the specific internet browser in which the cookie was stored. This enables the websites and servers visited to distinguish the individual browser of the data subject from other Internet browsers that contain other cookies. A specific Internet browser can be recognized and identified via the unique cookie ID.
- (3) Through the use of cookies, we can provide the users of this website with more user-friendly services that would not be possible without the cookie setting.
- (4) We would like to point out that some of these cookies are transferred from our server to your computer system, most of which are so-called session-related cookies. Session-related cookies are characterized by the fact that they are automatically deleted from your hard drive at the end of the browser session. Other cookies remain on your computer system and enable us to recognize your computer system on your next visit (so-called persistent cookies).
- (5) The cookies we use may originate from us or from third-party providers.
- (6) We use the following types of cookies on our website:
 - a) Necessary cookies: These cookies are required to make the website work properly and to provide certain functions that you want to use.
 - b) Analysis cookies: These cookies enable us to analyse and improve the use of our website.
 - c) Marketing cookies: These cookies enable us to show you personalized advertising.
- (7) You can object to the storage of cookies by clicking on the banner to which you can object/accept.
- (8) Of course, you can set your browser so that no cookies are stored on your hard disk or cookies that have already been stored are deleted. The instructions regarding the prevention and deletion of cookies can be found in the help function of your browser or software manufacturer.

§ 12 Place of jurisdiction and applicable law

- (1) Differences of opinion and disputes arising from this contract shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) The sole place of jurisdiction for orders from merchants, legal entities under public law or special funds under public law is the registered office of the provider.

§ 13 Schlussbestimmungen

- (1) The contract language is German or English.
- (2) We do not offer products or services for purchase by minors. Our products for children can only be purchased by adults. If you are under 18, you may use catuq GbR only with the involvement of a parent or guardian.

- (3) If you breach these Terms and Conditions and we do nothing about it, we will still be entitled to exercise our rights on any other occasion on which you breach these Terms and Conditions of Sale.
- (4) We reserve the right to make changes to our website (www.catuq.de), rules and regulations, terms and conditions including these GTC at any time. Your order will be subject to the terms and conditions of sale, contract and GTC in force at the time of your order, unless a change to these terms and conditions is required by law or governmental order (in which case they will also apply to orders previously placed by you). If any provision of these Terms of Sale is held to be invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.
- (5) The invalidity of a provision shall not affect the validity of the other provisions of the contract. Should this occur, the provision shall be replaced by another legally permissible provision that corresponds to the meaning and purpose of the invalid provision.
- (6) If the English and German GTC are contradictory, the German GTC shall take precedence and govern the legal relationship between the Customer and the Provider (catuq GbR).