

Special Terms and Conditions for JustRelate etracker

1 Scope of Application	2
2 Definitions	2
3 Conclusion of Contract	3
3.1 Subject Matter of the Contract	3
3.2 Contract Conclusion Process	3
3.3 Registration Data	3
3.4 Contractual Services	3
4 Fees and Payment Terms	4
4.1 Prices	4
4.2 Invoicing	4
4.3 Due Date and Default	4
4.4 Set-off	4
4.5 Objections	4
4.6 License Changes / Upgrades	5
5 etracker Software	5
5.1 Software and Configuration	5
5.2 Certificates	5
6 Data Protection and Data Security	5
6.1 Data Protection	5
6.2 Data Processing Agreement (DPA)	6
6.3 Data Security	6
6.4 Customer's Duty of Care	6
6.5 etracker Data Protection Seal	7
7 Intellectual Property Rights	7
8 Further Rights and Obligations of the Customer	8
9 Defects	8
10 Other Liability	8
10.1 Liability of JustRelate	8
10.2 Legal Violations by the Customer	9
11 Term and Termination	9
12 Right of Withdrawal for Consumers	10
13 Final Provisions	11

1 Scope of Application

These Special Terms and Conditions (BGB) apply to all contracts and contractual relationships between JustRelate Deutschland GmbH, Kitzingstraße 15, 12277 Berlin, Germany (hereinafter referred to as "JustRelate") for the product JustRelate etracker (hereinafter referred to as "etracker"). For individual services such as software development, consulting, and training, the separately incorporated General Terms and Conditions (AVB) for Individual Services of etracker shall apply. In relation to entrepreneurs, the BGB and AVB in their most recently incorporated version shall also apply to future contracts between etracker and the Customer, even if they are no longer explicitly mentioned in subsequent contracts, orders, or services.

Any conflicting or deviating terms, conditions, and contract offers of the Customer are hereby rejected by etracker. Regulations that deviate from these General Terms and Conditions shall only become part of the contract on the basis of an individual agreement.

For individual offers, supplementary terms and conditions and license provisions may be agreed upon, which shall then take precedence over the provisions of these General Terms and Conditions.

2 Definitions

For the purposes of these General Terms and Conditions, the following definitions shall apply:

- **Account:** The virtual access account of the Customer for the respective contractual relationship. Billing, the assignment of services and the contract model, as well as the Customer's personal settings, are managed via the Account.
- **etracker Services:** The entirety of the services provided or products made available by JustRelate within the scope of the contractual relationship in accordance with the service description valid for the respective service. This includes the product JustRelate etracker (formerly etracker analytics) as well as all associated modules such as the etracker consent manager and etracker tag manager.
- **Registration / Order:** The electronic registration or order by the Customer for the respective contractual relationship.
- **Tracking Code:** A piece of code ("snippet") or SDK that is integrated into the Customer's website or app and by means of which information required for the etracker Services can be collected or further services can be provided.
- **etracker Software:** The software made available to the Customer by JustRelate for use within the scope of the contractual relationship. The Tracking Code is an integral part of the etracker Software.
- **Customer:** Entrepreneurs or consumers with whom etracker maintains a business relationship.
- **Personal Data:** Any information relating to an identified or identifiable natural person.
- **Entrepreneur:** A natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.
- **Consumer:** A natural person who enters into a business relationship with etracker for purposes that cannot be attributed to their commercial or independent professional activity.

3 Conclusion of Contract

3.1 Subject Matter of the Contract

Offers regarding etracker are subject to change and non-binding unless they are designated as binding. The subject matter of the contract consists of products and services as offered in the respective product description at the time the contract is concluded with the Customer.

3.2 Contract Conclusion Process

By registering, the Customer declares in a binding manner their intent to use the etracker Services and/or the etracker Software under the contract conditions offered by JustRelate and selected by the Customer (Customer's contract offer). The Customer's contract offer is transmitted to JustRelate once the Customer has entered their contract data as part of the registration process and completes the registration by clicking on a confirmation link.

JustRelate may confirm receipt of the Customer's online registration or order. The confirmation of receipt does not constitute a binding acceptance of the registration or order. However, the confirmation of receipt may be combined with the declaration of acceptance.

The contract between the Customer and JustRelate is concluded upon acceptance of the Customer's contract offer by JustRelate or upon receipt of the login credentials by the Customer. JustRelate is under no obligation to accept contract offers. In the case of an additional booking via the Account, the contract for such further services is concluded upon confirmation by JustRelate or by the provision of the booked service within 5 business days from the Customer's requested provision date.

The Customer can correct input errors during registration by using the "Back" button and modifying the information entered. The contractual language is German.

The text of the contract is not stored by us and can no longer be accessed after the order process has been completed. The Customer can print out these Terms and Conditions and the data of their booking/order before sending it and will receive a contract confirmation in accordance with statutory regulations.

3.3 Registration Data

The Customer undertakes to provide truthful information during registration and to keep this data up to date at all times. If this data is or becomes incorrect during the term of the contract, the Customer shall immediately update or correct it in their Account. Contractual communication generally takes place via email. The Customer is responsible for ensuring that the email address specified in their master data is accurate and that the settings for their systems and email inbox are configured in such a way that they can receive contract-related messages from JustRelate.

3.4 Contractual Services

JustRelate owes the respective service specified in the contract in accordance with the current service description.

JustRelate is entitled to make changes and adjustments to its range of services, provided that the contractual service for the Customer is not significantly impaired thereby. This specifically includes software improvements, extensions of the functional scope, and adaptations to the state of the art. Furthermore, JustRelate is entitled to adapt the contractual services to ensure compliance with the respectively applicable statutory requirements, as well as to adapt to the state of the art and the respectively applicable requirements and standards of data protection and data security. Unless otherwise stated in the respective service description, the availability of the etracker Services is at least 99% per year. In the event of unpredictable events, JustRelate is entitled to interrupt etracker Services for maintenance or repair purposes, provided that this is necessary for stable and secure service operations. A guarantee in the legal sense is only granted by JustRelate on the basis of a

guarantee agreement made in text form using the term "Guarantee". Achieving economic or promotional success beyond the agreed contractual service is not part of our performance obligations.

4 Fees and Payment Terms

4.1 Prices

The prices for the services utilized by the Customer are set forth in the respective order forms/offers and the current price lists accessible on the JustRelate websites (www.etracker.com / www.justrelate.com). JustRelate accepts the payment methods visible in the Customer's Account or during the ordering process. JustRelate is entitled to reject certain payment methods in individual cases, provided that JustRelate has a legitimate interest in doing so.

4.2 Invoicing

Invoicing to the Customer shall be in electronic form, unless otherwise agreed with the Customer. Invoices are sent exclusively by email to the address provided by the Customer.

4.3 Due Date and Default

Recurring fees are payable in advance without deduction for the respective service period. Usage-based fees are billed monthly after the services have been rendered. The Customer will receive invoices for usage-based fees (insofar as such fees are charged by JustRelate) for the preceding calendar month via email. Invoice amounts are due upon invoicing and are payable within 21 days. The Customer's non-use of the contractual services does not release the Customer from their payment obligation regarding recurring fees.

In the event of payment default by the Customer, JustRelate is entitled, after giving notice, to suspend the Customer's receipt of further services, in particular access to the etracker Services, until the outstanding claims are settled in full, at the Customer's expense. The Customer remains obligated to pay recurring fees during the suspension period.

After the unsuccessful expiry of a reasonable grace period, JustRelate is entitled to terminate the contract extraordinarily without notice.

The Customer shall reimburse JustRelate for costs incurred due to returned direct debits (chargebacks) and unredeemed checks to the extent that the Customer is responsible for the event causing the costs.

Further claims and rights of JustRelate remain unaffected.

4.4 Set-off

The Customer may only set off claims against claims of JustRelate if the Customer's claims are uncontested, legally established by a court of law, or arise from the same contractual relationship. The exercise of a right of retention is only permissible to the extent that the counterclaim is based on the same contractual relationship. The aforementioned restrictions on set-off and rights of retention do not apply to counterclaims of the Customer within the framework of exercising the statutory right of withdrawal.

4.5 Objections

Objections to the invoice must be submitted to JustRelate (see address in Section 1) in text form (in writing or by email) to billing@etracker.com within six weeks of receipt of the invoice. If the Customer does not assert objections within six weeks of receipt of the invoice, the invoice shall be deemed approved. JustRelate will specifically inform the Customer in the invoices about the consequences of failing to object in a timely manner. Statutory claims of the Customer regarding objections after the expiry of the deadline remain unaffected.

4.6 License Changes / Upgrades

An upgrade within the etracker licenses is possible at any time, subject to availability. The Customer may select a more comprehensive service package of the product they are using. A change made in the Customer's Account is binding and constitutes a new contract conclusion under the conditions applicable to the selected license, in particular with the contract term applicable to the new license, which begins with the switch to the new license. Unused usage fees from the old contract will be credited against the fees of the new contract. Any remaining credit balances will be offset against the subsequent invoices. A payout or refund is excluded.

5 etracker Software

5.1 Software and Configuration

JustRelate has provided service descriptions on its websites at www.etracker.com and www.justrelate.com, on the basis of which—or on the basis of any trial period granted—the Customer can satisfy themselves as to the suitability and usability of the etracker Services for their purposes and intentions.

The Customer acknowledges that, given the current state of the art, technical inaccuracies and deviations cannot be ruled out in website and app tracking.

Prior to integrating the etracker services and/or installing the etracker software, the Customer must create a backup copy of their data located on the installation computer or server and of the website into which the etracker services are to be integrated. If the Customer notices that an error occurs during or after the integration of the etracker services or during the installation of the etracker software, they should immediately cancel or reverse the installation to mitigate damage.

5.2 Certificates

We enable the Customer to use their own tracking domain, provided that the configuration of the Customer's website allows for this. By choosing such a domain, the loss of tracking data due to the use of ad blockers by website users can be reduced. To use their own tracking domain, the Customer may use their own certificate or a certificate from the provider Let's Encrypt (<https://letsencrypt.org/>). The Customer can order such a Let's Encrypt certificate via their Account at no additional cost. Let's Encrypt is a free, automated, and open certificate authority for the public. The service is provided by the Internet Security Research Group (ISRG). We are not liable for the successful acquisition, content, nature, technical usability, or implementation of the certificate and any other services provided by Let's Encrypt, ISRG, or other third parties. The Customer undertakes to comply with the terms of the ISRG (also available at: <https://letsencrypt.org/repository/>) incorporated during the certificate ordering process. Our liability for third-party certificates is excluded, unless we are liable for our own fault in accordance with these GTC.

6 Data Protection and Data Security

6.1 Data Protection

Data protection and data security play an exceptionally important role at JustRelate. JustRelate therefore processes personal data only to the extent necessary for the performance of the contractual relationships between the Customer and JustRelate or if JustRelate is entitled to disclose it (e.g., when naming a company as a reference customer). Personal data will not be passed on to third parties unless the disclosure is necessary for the provision or billing (including debt collection) of the contractual services or if there is a legal obligation to disclose it. All employees of etracker are bound to maintain data secrecy in accordance with the law.

The Customer is hereby informed in accordance with Article 13 of the EU General Data Protection Regulation (EU GDPR) that JustRelate stores and processes their complete address as well as other information provided to JustRelate in the course of the contractual relationship. Details on our

handling of your personal data can be found in the further information contained in our Privacy Policy: <https://www.etracker.com/en/data-privacy/> or <https://www.justrelate.com/privacy-policy>.

The Customer is prohibited from merging data collected with the etracker Services with other personal data of the data subject, in particular usage data, or using it in any other way for personal data analysis without the proper consent of the data subject, unless and to the extent that such processing is lawful based on another relevant legal ground. The Customer is responsible for the correct implementation of a legally permissible use of the etracker functions under data protection law and for the required instruction of the data subjects.

On the websites where the etracker Services are deployed, the Customer shall inform the data subjects about the data processing with the etracker Services in a prominent position. This should be done at least by means of the privacy notice provided in the etracker Account under "Settings", which must specifically include the link provided for an opt-out option. Please exclusively use the privacy notice provided in your own etracker Account, as it contains a link customized individually for the Customer's website; other links will not function properly for the Customer's site/applications.

If the Customer also uses etracker Services to process further personal data, they must clearly point this out to the website visitors and, if necessary—insofar as required under data protection law—obtain the consent of the data subjects prior to data processing. Furthermore, the Customer must ensure that data is deleted once the purpose of storage no longer applies.

6.2 Data Processing Agreement (DPA)

In accordance with the EU GDPR, certain contractual provisions must be observed for the processing of personal data on behalf of the Customer ("commissioned data processing" / "data processing agreement") within the European Union. The conclusion of a written or electronic Data Processing Agreement between JustRelate and the Customer is therefore mandatory for the use of the etracker Services. JustRelate provides the Customer with the opportunity to conclude such an agreement in the course of their registration. The Customer is solely responsible for the conclusion and existence of such an agreement.

6.3 Data Security

JustRelate has implemented technical and organizational measures in accordance with the law to secure personal data stored at JustRelate against misuse and unauthorized access. JustRelate is not responsible for data security outside the sphere of influence of JustRelate, e.g., during data transmission by the Customer over the Internet via services and interfaces not controlled by JustRelate. The Customer themselves is responsible for the security and safeguarding of data transmitted by the Customer over the Internet or technically accessible from the Internet.

The Customer shall ensure the regular, proper, and risk-appropriate backup of data that is important to them. etracker is not liable for the loss of data unless such loss was caused by JustRelate through gross negligence or intent.

The Customer shall ensure that their servers and end devices connected to the etracker Services have security precautions corresponding to the current state of the art (e.g., virus scanners with current virus signatures, firewalls) and that security updates for the operating software and applications of these computer systems are installed, provided that no legitimate interests of the Customer conflict therewith. The Customer is responsible for an appropriate organization of data protection that complies with statutory regulations, the data protection requirements applicable to them, and their information security measures.

6.4 Customer's Duty of Care

(Note: Section 6.4 in the German original text is largely a duplicate of Section 6.3. It has been translated precisely as requested).

JustRelate has implemented technical and organizational measures in accordance with the law to secure personal data stored at JustRelate against misuse and unauthorized access. JustRelate is not responsible for data security outside the sphere of influence of JustRelate, e.g., during data transmission by the Customer over the Internet via services and interfaces not controlled by etracker. The Customer themselves is responsible for the security and safeguarding of data transmitted by the Customer over the Internet or technically accessible from the Internet.

The Customer shall ensure the regular, proper, and risk-appropriate backup of data that is important to them. JustRelate is not liable for the loss of data unless such loss was caused by JustRelate through gross negligence or intent.

The Customer shall ensure that their servers and end devices connected to the etracker Services have security precautions corresponding to the current state of the art (e.g., virus scanners with current virus signatures, firewalls) and that security updates for the operating software and applications of these computer systems are installed, provided that no legitimate interests of the Customer conflict therewith. The Customer is responsible for an appropriate organization of data protection that complies with statutory regulations, the data protection requirements applicable to them, and their information security measures.

6.5 etracker Data Protection Seal

The Customer of etracker Services is entitled to integrate the etracker Data Protection Seal into their internet pages for the duration of the service period. This allows the Customer to inform their website visitors about privacy-compliant tracking with etracker, thereby building trust with their visitors. Only the integration method provided in the Customer's Account under "Data Protection/Data Protection Seal" may be used.

7 Intellectual Property Rights

Upon conclusion of the contract, JustRelate grants the Customer a non-exclusive, non-sublicensable, and non-transferable right to use the contractual services of etracker, limited to the term of the contract, to the extent necessary to use the contractual services. The right of use shall expire if the Customer falls into default with the remuneration owed to JustRelate for the respective service.

The Customer may only use the data and analyses obtained through the etracker Services for their own use. The Customer may not permit third parties to use services of JustRelate without the prior consent of JustRelate declared in text form. The use of analysis results by service providers of the Customer for the purpose of managing the Customer's website explicitly does not require consent. Any other commercial exploitation of the analysis results for third parties is only possible on the basis of a separate agreement with JustRelate.

The Customer is not permitted to:

- modify, translate, reverse engineer, decompile, or disassemble the etracker Software or documentation, or create derivative works based thereon; information within the meaning of § 69 e of the German Copyright Act (UrhG) required to establish the interoperability of independently created computer programs with the software can be requested and purchased from JustRelate at the respectively valid prices;
- transfer, lend, rent, lease, distribute, or use the services of JustRelate for service bureau purposes to or for third parties, or grant rights to the etracker Software, documentation, or other services of JustRelate to third parties in any form, unless JustRelate has granted prior consent in text form, corresponding fees have been paid, and all other requirements of JustRelate have been met; or
- remove, alter, or obscure any copyright notices, labels, or trademarks on or in the etracker Software, documentation, or other services of JustRelate.

Any HTML or other code (in particular the Tracking Code) made available to the Customer by JustRelate must be used by the Customer without modification and as intended.

To the extent that JustRelate has technically protected the contract products and/or services (e.g., via firewalls or security keys), the Customer is not permitted to remove or bypass these security measures.

All rights to the etracker Software and the etracker Services remain with JustRelate and/or the suppliers and partners of JustRelate.

8 Further Rights and Obligations of the Customer

The Customer shall establish the prerequisites necessary for the use of the etracker Services on their site(s) themselves and at their own expense. This applies in particular to network connections (internet connection), telecommunications connections, hardware and software (in particular current and compatible browser technology), as well as sufficiently competent personnel. The integration and installation of the etracker services (in particular the integration of the Tracking Code into the Customer's website(s)) shall be carried out by the Customer themselves.

The Customer is prohibited from automated report queries via interfaces other than those approved by JustRelate for this purpose (e.g., via scripts or "tools") without the separate consent of JustRelate granted in text form.

Business customers shall designate an employee upon registration who can be reached at short notice during ordinary business hours (business days Mon.-Fri. 10 am - 6 pm) and who is responsible for all matters concerning cooperation with JustRelate.

JustRelate may send important notifications to the Customer via the message function of their Account or via email. The Customer is therefore obligated to check at regular intervals whether messages are waiting for them in their Account or in the email account specified during registration.

9 Defects

The Customer must notify JustRelate of any defects immediately in text form and support JustRelate in an appropriate and reasonable manner in the error analysis and rectification process by providing descriptions of the error that are as precise as possible. Statutory claims of consumers remain unaffected thereby.

10 Other Liability

10.1 Liability of JustRelate

JustRelate is not liable for impairments, limitations, impediments to performance, or interruptions or malfunctions of the etracker Services that are based on circumstances outside the sphere of responsibility of JustRelate.

JustRelate has unlimited liability for damages caused by intent, gross negligence, or due to the breach of a material contractual obligation (cardinal obligation). Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract and on whose compliance the Customer as a contracting party may regularly rely. Damage claims (excluding claims for defects) by entrepreneurs based on a simple negligent breach of duty by JustRelate shall expire one year after the damage occurs. In the event of injury to life, body, or health, JustRelate is liable without limitation for ordinary negligence. If the culpable breach of a material contractual obligation does not result from gross negligence or intent, the liability of JustRelate is limited to such typical damages that were reasonably foreseeable at the time the contract was concluded, up to a maximum amount of the total annual remuneration paid by the Customer to JustRelate for the product giving rise to liability at the time the damage occurred. Liability for all other damages is excluded, whereby

liability under the provisions of the Product Liability Act and for any assumed guarantees remains unaffected. Liability for lost profits is excluded in relation to commercial customers.

The aforementioned liability regulations apply analogously in favor of the bodies, employees, and agents of JustRelate, as well as correspondingly to claims for reimbursement of expenses.

10.2 Legal Violations by the Customer

The Customer undertakes not to violate applicable statutory provisions or contractual terms when using the etracker Services. In particular, the Customer shall not infringe any rights of third parties (e.g., personal rights, copyrights, industrial property rights—specifically trademark rights—or other rights).

The Customer shall indemnify and hold JustRelate harmless from any damages resulting from legal violations for which the Customer is responsible. The indemnification also includes the costs of legal defense to a reasonable extent, up to the maximum permitted by law, specifically under the German Lawyers' Fees Act (RVG) and the Court Costs Act (GKG).

11 Term and Termination

When concluding the contract, the Customer selects a contract term (service period). For a contract term of twelve months or more, the contract may be terminated by either party with a notice period of four weeks to the end of the selected service period. For a contract term of less than twelve months, the contract may be terminated by either party at any time to the end of the selected service period. If the contract is not terminated, the contract term shall automatically extend at the end of each service period by the service period selected upon conclusion of the contract.

A payment method that deviates from the service period (for example, monthly payment) does not alter the duration of the service period.

Termination can only be effected by a declaration in text form.

The right to extraordinary termination for cause remains unaffected. etracker is entitled to an extraordinary right of termination (in addition to other rights of termination under these Terms and Conditions), in particular, if:

- the Customer made or makes false statements during registration or during the term of the contract that are material to the contractual relationship;
- the Customer has failed to pay in the event of payment default despite the unsuccessful expiry of a grace period (cf. Section 4.3.);
- the Customer modifies or manipulates the etracker Software or other contractual services of JustRelate in any other way;
- the Customer displays racist, pornographic, violence-glorifying or violence-trivializing, immoral, or unlawful content on their website or distributes it using the etracker Services;
- the Customer culpably infringes industrial property rights of JustRelate or the contracting partners of JustRelate;
- the Customer violates the General Terms and Conditions or material contractual obligations in a non-negligible manner.

Prepaid fees will only be refunded in the event of an extraordinary termination for which JustRelate is responsible.

From the time of termination of the contract, JustRelate is entitled to irrevocably delete all data stored during the term of the contract.

Upon termination of the contract, the Customer is no longer entitled to use the terminated services, in particular the etracker Software. Any hardware and software provided must be returned to JustRelate immediately upon termination of the contractual relationship. The Customer is obligated to immediately delete the etracker Software installed on their systems or third-party systems for them upon termination of the contract and to remove etracker code components integrated into their website (in particular the Tracking Code). If the Customer does not remove the Tracking Code, they shall continue to pay JustRelate the remuneration in accordance with the remuneration provisions of the expired contract for the period in which the Tracking Code was not removed after the end of the contract. JustRelate will inform the Customer of this circumstance in text form as part of the confirmation of termination.

12 Right of Withdrawal for Consumers

Consumers are entitled to a statutory right of withdrawal:

INSTRUCTIONS ON WITHDRAWAL

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, JustRelate Deutschland GmbH, Kitzingstraße 15, 12277 Berlin, Phone: +49-30 747 993 0, Email: info@justrelate.com, by means of a clear declaration (e.g., a letter sent by post or an email) of your decision to withdraw from this contract. You may use the attached model withdrawal form, but it is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

End of Instructions on Withdrawal

Model Withdrawal Form

(If you wish to withdraw from the contract in accordance with the preceding paragraphs, you may fill out this form and send it back to us. However, the use of the form is not mandatory).

To:

JustRelate Deutschland GmbH, Kitzingstraße 15, 12277 Berlin,

Email: info@justrelate.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

Ordered on (*)/received on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

(*) Delete as appropriate.

13 Final Provisions

For the interpretation of the content of the contract and the rights and obligations of the contracting parties, the German-language version of these Special Terms and Conditions shall always be authoritative. JustRelate is entitled to engage third parties to fulfill its contractual obligations. The responsibility of JustRelate remains unaffected thereby.

The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. In relation to consumers, this choice of law applies only to the extent that the consumer is not deprived of the protection afforded by mandatory provisions of the law of the state in which the consumer has their habitual residence.

If the Customer is a merchant (Kaufmann), a legal entity under public law, or a special fund under public law, or if the Customer does not have a general place of jurisdiction within the Federal Republic of Germany, Hamburg shall be the place of jurisdiction for all disputes arising from contractual relationships between the Customer and JustRelate.

The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. In place of the invalid points, the statutory provisions shall apply, if available. However, if this would represent an unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid.