











If the Seller negligently breaches a material contractual obligation, liability shall be limited to the foreseeable damage typical for the contract, unless liability is unlimited in accordance with the preceding clause. Material contractual obligations are obligations which the contract imposes on the Seller according to its content in order to achieve the purpose of the contract, the fulfillment of which makes the proper execution of the contract possible in the first place and compliance with which the Customer may regularly rely on.

-.' Otherwise, any liability of the Seller is excluded.

-.( The above liability provisions shall also apply with regard to the Seller's liability for its vicarious agents and legal representatives.

#### %\$Ł Statute of Limitations

Claims of the Customer against the Seller shall become statute-barred - with the exception of the claims regulated under the item "Liability for Defects / Warranty" - in one year as of

knowledge of the facts giving rise to the claim, but no later than five years after the performance of the service, unless liability is unlimited in accordance with the above paragraph.

### **11) Retention, assignment**

**11.1** The Customer's rights of retention and rights to refuse performance shall be excluded unless the Seller does not dispute the underlying counterclaims or these have been legally established.

**11.2** Any assignment by the customer of claims arising from the contract concluded with the customer, in particular an assignment of any defect claims of the customer, shall be excluded.

### **12) Special conditions for the processing of goods according to certain specifications of the customer**

**12.1** The Customer shall indemnify the Seller against claims of third parties which the latter may assert against the Seller in connection with an infringement of their rights by the contractual use of the Customer's content by the Seller. In this regard, the Customer shall also assume the necessary costs of legal defense, including all court and attorney's fees in the statutory amount. This does not apply if the customer is not responsible for the infringement. In the event of a claim by a third party, the customer is obliged to provide the seller immediately, truthfully and completely with all information necessary for the examination of the claims and a defense.

**12.2** The Seller reserves the right to refuse processing orders if the content provided by the Customer for this purpose violates statutory or official prohibitions or offends common decency. This shall apply in particular to the provision of anti-constitutional, racist, xenophobic, discriminatory, offensive, youth-endangering and/or violence-glorifying content.

### **13) Applicable law, place of jurisdiction, contractual language**

**13.1** All legal relationships between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the laws on the international sale of movable goods.

**13.2** If the Customer acts as a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the Seller's place of business. If the customer is domiciled outside the territory of the Federal Republic of Germany, the seller's place of business shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the customer's professional or commercial activity. The seller is in the above cases

however, entitled in any case to appeal to the court at the customer's place of business.

13.3 The contract language is English.