

# General Terms of Business (GTBs) for Retailers

## 1. About loadbee

loadbee GmbH (referred to below as "loadbee") is a provider of standard software for the service-based distribution of product information (content syndication). For this purpose, loadbee has developed a software application (referred to below as the "loadbee platform") for managing and publishing product data. Manufacturers can create digital product profiles that contain product and brand information for their products. This product information can be displayed over the Internet and thus exchanged with retailers, online service providers and end customers (collectively referred to hereinafter as "users").

## 2. Scope of Validity, Changes to General Terms of Business

- (1) These general terms of business (referred to below as the "GTBs") regulate how a retailer is to use the loadbee platform.
- (2) loadbee shall not recognize any of the retailer's conditions that contradict or differ from these GTBs, unless loadbee has given explicit, written agreement to their validity.
- (3) If loadbee and the retailer agree to individual terms that differ from those set out in these GTBs, these individually agreed-upon terms will take precedence over the current GTBs.
- (4) If these GTBs are modified or supplemented, loadbee will inform the retailer, in writing, at least six weeks before the time at which these modifications or additions are to come into effect. If the retailer fails to notify loadbee of their objection to a modification within two weeks of receiving written notification of the modification, this modification will be considered part of the contract. Every time loadbee announces a modification, it will inform the retailer of the relevant deadline and the legal consequences of failing to exercise their option to object.

## 3. loadbee Platform

- (1) The retailer can access the loadbee platform over the Internet and the product profiles approved there by the participating manufacturers using an Application Service Provider (ASP). The router output port in the loadbee computing center is the point at which the loadbee platform is accessed and data is transferred. When these contractual services are provided, the loadbee software involved remains on the loadbee server. With regard to the data entered by the manufacturer, loadbee operates as a host provider as defined in § 10 of the German Telemedia Act.
- (2) The retailer is not permitted to make any content changes to the product profiles. However, specific profile contents can be hidden as appropriate. If the retailer has integrated the product profiles into its online store page, and provided that the manufacturer has given prior consent, the retailer may be provided with the data stored in the product profiles in an editable form for the purpose of further processing and use (Download Center). Any legal relationships regarding the exchange or publication of data, in particular any issues about the right to use this data, are exclusively to be settled between the manufacturer and the retailer. loadbee is not responsible for any of the following:
  - Granting the manufacturer any right to the data they provide to the loadbee platform, especially commercial protection and copyrights, or the right to transfer these rights to the retailers
  - Guaranteeing that the data uploaded by the manufacturer has permission to be published
  - Guaranteeing that the data uploaded to the loadbee platform by the manufacturer is correct, complete, or fully up to date
- (3) The loadbee platform has the following core functions:
  - Distribution of the product profile
  - Download-Center
  - Reporting.loadbee is entitled to modify and upgrade these core functionalities. loadbee is also entitled to introduce additional functionalities, and to limit or change existing functionalities. If any changes to the loadbee platform are made, which result in a change to functionality, or which modify previous working processes for the retailer, loadbee undertakes to inform the retailer, in writing, at least six weeks in advance of the changes coming into effect. If the retailer fails to notify loadbee of their objection to a modification within two weeks of receiving written notification of the modification, this modification will be considered part of the contract. Every time loadbee announces a modification, it will inform the retailer of the relevant deadline and the legal consequences of failing to exercise their option to object.
- (4) Product profiles must all be marked with "powered by loadbee" or a similar credit to loadbee. If the retailer wishes to remove this credit, either temporarily or permanently, a supplementary agreement to this effect must be concluded between loadbee and the retailer for this chargeable service.

## 4. Duties of the Retailer

- (1) Before the loadbee platform can be made available in the retailer's operating environment, the retailer must make the following arrangements at its own cost:
  - loadbee does not provide the retailer with any additional software or hardware other than the loadbee platform. The retailer must have a suitable computer system and functioning access to the Internet and a web browser which enable it to set up the data connection to the loadbee computing center. loadbee assumes no liability for (i) hardware, software, or other devices used by the retailer in connection with the loadbee platform, or (ii) interruptions, outages, errors, or disruptions of phone, mobile communications, or data networks necessary for accessing the loadbee platform. The retailer shall bear the accrued costs for phone, mobile communications and data networks related to the use of the loadbee platform.
  - For the purpose of allocating any potential login data, the retailer must select designated employees who are responsible for using the loadbee platform. The retailer shall agree to inform loadbee of any organizational changes, staff changes or similar changes to its workforce.
- (2) The retailer shall agree to use all the functions of the loadbee platform only as defined in the contract for its own purposes and shall agree not to make these functions accessible to any third party.
- (3) The retailer is prohibited from reproducing or modifying any data extracted from the loadbee platform that was made available to the retailer by means of the loadbee platform without prior approval from the respective manufacturer.
- (4) If the retailer becomes aware of any disturbances or functional failures on the loadbee platform, it shall immediately inform loadbee of this via email [support@loadbee.com](mailto:support@loadbee.com).

## 5. Availability of the loadbee Service

- (1) The retailer will be provided with the loadbee platform back end (access to account) on weekdays, between 08:00 a.m. and 06:00 p.m. CET/CEST, with an availability of 96% per calendar year (excluding public holidays in Baden-Wuerttemberg/Germany).
- (2) The distribution of product profiles to the users takes place at the transfer point 24/7 with an availability of 97.5% per calendar year.
- (3) loadbee is not contractually obliged to provide the loadbee platform outside of the specified time periods.
- (4) loadbee's duties as detailed in Para. (1) and (2) shall not apply if the service is made unavailable due to force majeure or due to reasons that can be attributed to the retailer.

## 6. Ownership Rights and Usage Rights on the loadbee Platform

- (1) loadbee and its licensors retain all ownership, copyright and other industrial property rights to the software associated with the loadbee platform and its documentation at all times.
- (2) For the period of the contract, the retailer will be given a restricted, basic, non-exclusive, non-sublicensable, and non-transferable right to access the loadbee platform for the contractually agreed purposes.
- (3) The retailer shall not be permitted to reproduce, rent out or lend the loadbee platform or any parts thereof or to entrust third parties temporarily with the use of the platform or its parts.

## 7. Remuneration

The use of the loadbee platform shall be free of charge for the retailer.

## 8. Contract Duration and Cancellation

- (1) The contractual relationship begins with the formation of the contract and no later than the retailer's integration into the loadbee platform or the retailer's use of the loadbee platform.
- (2) The retailer is entitled to terminate the contractual relationship at any time with immediate effect; if the relationship is terminated by loadbee, a notice period of one month to the end of the month shall apply.
- (3) The right to cancel the Agreement in exceptional circumstances for good cause remains unaffected.
- (4) Any notice of termination must be given in writing.

## 9. Confidentiality

- (1) The parties shall undertake to keep any information they may have acquired in the course of this contractual agreement strictly confidential, or only to divulge this information to third parties with the prior, written agreement of the other party to the contract, no matter for what purpose. Information that must be treated as confidential is any information identified as such by the party providing it, and any information which can be clearly regarded as confidential due to the circumstances in which it is provided.
- (2) The obligations listed in Para. (2) shall not apply to information for which the recipient can prove the following:
  - That they knew the information before the date on which they received it, or was publicly accessible
  - That it had been made public before the date on which they received it, or was publicly accessible
  - That it had been made public after the date on which they received it or had become publicly accessible without the recipient being responsible for this.
- (3) The obligations listed in Para. (2) shall also apply for a period of 24 months beyond the end of this contractual agreement.

## 10. Liability

- (1) The parties shall bear unlimited liability toward each other for damage caused by wilful intent or gross negligence, either by themselves or by their legal representatives.
- (2) In the case of minor negligence, the parties shall bear unlimited liability if this negligence results in physical injury or damage to health.
- (3) Otherwise, a contractual party shall only be liable for ordinary negligence if an essential contractual obligation, the fulfillment of which is a prerequisite for enabling the contract to be fulfilled properly, and which the other contractual partner may generally expect to be fulfilled, has been violated (cardinal obligation). In such cases, liability for damages is limited to predictable damages that might typically occur. loadbee's liability without fault for damages that are present upon conclusion of the contract (§ 536 a BGB (German Legal Code)) is excluded. Para. (1) and (2) remain unaffected.
- (4) Liability according to product warranty law remains unaffected.
- (5) In accordance with § 10 of the German Telemedia Act, loadbee will not accept liability for any third party information, if loadbee is unaware of, or has no information about, illegal use of that information or knowledge that the information itself is of an illegal nature, and, in the case of claims for damages, it is unaware of any facts or circumstances revealing that the illegal use or information has occurred, or provided that loadbee has acted without delay to remove the information or block access to it as soon as loadbee became aware of its existence.

## 11. Data Protection and Data Security

- (1) Both parties shall comply with the currently applicable legal data protection regulations and shall bind all of the people engaged on their behalf under the contract to observe the provisions concerning data privacy, to the extent they are not already required to do so as part of their general obligations.
- (2) loadbee will only gather and use the retailer's personal data to the extent required to carry out this contractual relationship. The retailer will agree to this data being gathered to this extent, and used for this purpose.
- (3) The data privacy provisions from loadbee shall apply. These provisions can be viewed and printed at the following URL: <https://www.loadbee.com/dataprivacystatement/>.

## 12. Engagement of Subcontractors

loadbee is entitled to engage subcontractors as required to fulfill the terms of this contract.

## 13. Use of Retailer's Name and Logo

For the duration of the contract, loadbee shall be entitled to use and publish the retailer's company name and logo for the following marketing purposes: Flyers, presentations, loadbee website and social media content. The retailer may object to this use at any time with future effect by sending a notification to [news@loadbee.com](mailto:news@loadbee.com).

## 14. Final Provisions

- (1) German law shall exclusively apply with the exclusion of the UN Sales Convention.
- (2) The sole place of jurisdiction shall be Stuttgart, Germany, unless a different place of jurisdiction is specified in a standard.
- (3) If a provision in these GTBs proves ineffective or unenforceable, or if a gap in these provisions is identified, this will not affect the validity of the remaining provisions of these GTBs. The parties shall undertake to replace the ineffective or unenforceable provision or to fill in the gap with an effective and enforceable provision, which, as far as possible and in a legally permissible manner, comes closest to the intention of the parties when they concluded this contract.

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