

## I. Preamble

Welcome to Stilabunt. If you want to use Stilabunt to buy or sell products and to use further features, the following terms and conditions apply exclusively. You have to accept these terms and conditions by clicking on the appropriate field when you buy or register as a partner (seller) or buyer on Stilabunt.com.

Lisa Kremeier, Fabian Hector, Gbr (in the following Stilabunt) provides the Stilabunt online marketplace with networking platform and business directory, where the participants as seller or buyer can make sales after entering their personal data or after successful registration. Participants must be of legal age. Stilabunt takes over the operation of the Stilabunt website and the webshop as well as the handling of the entire purchase process between seller and buyer without becoming a party to the purchase contract itself.

Stilabunt itself only provides the platform of the marketplace as a service provider.

Mrs Lisa Kremeier, Venloerstr. 1-3, 50672 Cologne

The company Stilabunt, which runs under the Gbr form of Fabian Hector and Lisa Kremeier, Adriana Schwandt, Venloerstr.1, 50672 Cologne, offers on the website [www.Stilabunt.com](http://www.Stilabunt.com) an online market place and a networking platform with associated yellow pages for the environmentally friendly and fair water and outdoor sports needs. Stilabunt thus offers commercial partners and organizers, including sports tourism providers (hereinafter referred to collectively as "Partner Shop"), as well as buyers, the opportunity to sell and purchase a comprehensive, international and specialized range of environmentally friendly, fair and sustainable products and services in the field of water and outdoor sports.

Every partner can optionally be listed in the business directory. During the initial registration, each partner shop can, optionally, be activated for networking. Thus, these partners can network via our networking portal. This option can repeatedly be activated and deactivated.

Parties are to be understood as partner and buyer when a contract is concluded - among other things a purchase contract. As well as the conclusion of a contract and the agreement of these terms of use between partner shop and Stilabunt.

Each partner can optionally be registered in the business directory, whereby the buyer can access the partner's website via the link. A booking of these sports tourism offers is only

possible via the website of this partner. In this case there will be no conclusion of a contract, booking confirmation, via Stilabunt. At this point, there is only the link/ or affiliate contract between Stilabunt and the partner. See the affiliate contract conditions of Stilabunt. The buyer remains unaffected.

The one-time setup fees for the Stilabunt marketplace are explained in the corresponding chapter. The associated business directory serves purely as a link, and is concluded exclusively with an affiliate contract and a click commission.

The following terms of use regulate the participation in the Stilabunt marketplace and networking platform with associated business directory, both for partners and for buyers.

The buyer, end consumer, can act as a private person or as a buyer acting commercially for a company.

Partners are companies registered by Stilabunt, which have the core business of producing and selling environmentally friendly and fair products and services, as well as offering environmentally friendly sports events and tourism.

These companies have their products and services listed for sale at Stilabunt or linked in the business directory.

Partners, which are listed in the business directory, are companies registered with Stilabunt, sports tourism providers, organizers, NGOs that are active in the areas of eco-tourism, packaging solutions, supply chain management, recycling and waste disposal. These partner shops are listed in the business directory. Buyers and other partner shops can get to the respective supplier by the set link.

## II General Provisions

### §1 Participation of Stilabunt

Contracts concluded on the Stilabunt marketplace entitle and obligate exclusively the participating buyers and partner shops, subject to the following provisions. Stilabunt itself only becomes a contractual partner of a purchase transaction if own articles are offered for sale.

Without a concrete suspicion, Stilabunt does not check whether the offers and other contents posted by the partner shops on the Stilabunt marketplace and all information provided by all partner shops are legal, truthful and complete.

## §2 Conclusion of the sales contract

The various offers and presented goods on the Stilabunt marketplace and the yellow pages do not constitute binding offers to buy.

A purchase contract between the partner shops and buyers of the Stilabunt marketplace is only concluded when the respective partner shop accepts the order of a buyer in a binding manner. A confirmation of receipt of the order by Stilabunt is not considered as acceptance. The confirmation of receipt of the order follows immediately after the order has been sent via an automated email and does not constitute an acceptance of the contract. The acceptance of the contract only takes place when the buyer receives an e-mail from us, with which we confirm the order concretely. We can accept the order within three days. [Here we wait for the confirmation of the partner shop about the final availability of the requested goods]. The Partner has to confirm or reject a received order by Stilabunt within 3 days.

The consumer has the option of concluding the sales contract in English. Order and business language is also English. We save the text of the contract and send the buyer the order data by e-mail. If the buyer has registered with us, the orders already placed can be viewed in the customer account.

If we cannot accept the offer or if certain products of the order are no longer available, the consumer will be informed immediately.

In case of writing, printing or calculation errors on the website, we are entitled to withdraw from the contract.

All offers are valid while stocks last. If our supplier does not supply us or the buyer with the ordered goods despite contractual obligations, we are also entitled to withdraw from the contract.

The instruction about the conditions and consequences of the right of withdrawal are listed in the cancellation policy, which can be viewed at the respective partner shops.

We save the text of the contract and send the consumer the order data and our general terms and conditions by e-mail. The AGBs can also be viewed at any time at <http://www.Stilabunt.com/agb>. Past orders can be viewed in our customer area under "My account --> My orders".

The products and services offered on the Stilabunt marketplace are generally shipped to the buyer by the respective partner shops.

The payment of the purchase price is made via the Stilabunt-Treuhandservice/Stripe ( to this immediately).

### **§3 Payment methods / Treuhandservice**

The payment settlement for purchases of goods is exclusively made directly by Stilabunt. Payments are made exclusively to the escrow service/shopify of Stilabunt. The goods offered on the Stilabunt marketplace can be paid for by advance payment (advance bank transfer), by credit card payment or by direct debit to the Stilabunt escrow account. When paying by direct debit, a credit check can be carried out by Avocado before the conclusion of the contract.

All invoices are issued by the partner shops with the note that payments are made exclusively to the Stilabunt trust account.

For the payment processing Stilabunt provides a reliable and secure escrow system:

As soon as the agreed upon purchase price is credited to the Stilabunt escrow account, the partner shops will be informed immediately about the receipt. The partner shop is obligated to ship the sold item to the buyer after receiving the information about the receipt of payment within the delivery time stated in the item description.

Stilabunt will provide the partner shop with a statement of account for the amounts credited to the trust account for the respective previous month at the latest on the 21st of each month.

The payment of the credited amounts minus the sales commissions according to II. clause 5 of these terms of use will be made at the latest 5 working days after the creation of the statement to the bank account named by the partner shop.

There is no claim to payment and payment according to c) is not made if and insofar as buyers have not received ordered items; this also applies if and insofar as buyers have indicated to Stilabunt that they have not received items, unless the partner shops can prove receipt of the items by presenting a delivery confirmation.

### **§4 Evaluation system**

After a purchase transaction has been carried out, the buyers have the opportunity to evaluate its execution by the partner shops and the provider as well as the respective product. Each participant who uses the evaluation system is exclusively entitled to use the evaluation system for this purpose.

Each buyer is obliged to provide only truthful and objective information in the evaluation, not to leave any insults or unreasonable comments. Only objective and constructive comments may be made in connection with the purchase.

Partner shops may not rate themselves. These comments and ratings will be removed by us.

Stilabunt will not check the ratings without concrete suspicion.

If partner shops are of the opinion that another partner shop has given an inaccurate or otherwise inadmissible rating, they can contact Stilabunt via the email address [support@Stilabunt.de](mailto:support@Stilabunt.de). Stilabunt will ask the author of the respective rating to comment. If the author refuses to change or withdraw his rating, Stilabunt will decide at its own discretion whether the rating will continue to appear on the Stilabunt marketplace until a judicial clarification of the admissibility of the rating.

Should a buyer, partner shop or provider violate the mentioned evaluation principles, he is obligated to compensate Stilabunt for the resulting damage. In particular, he is obligated to indemnify Stilabunt from claims of third parties, which they assert against Stilabunt due to an unreasonable valuation.

## **§5 Arbitration Service**

Stilabunt attaches great importance to the trust in the products and services, which are for sale in the Stilabunt marketplace or are listed in the yellow pages of the Stilabunt business directory. In case of arbitration, Stilabunt will adhere to the following codes of conduct:

In the event of a dispute with a buyer or another partner shop (e.g. a dispute about the defectiveness of a product), each partner shop is entitled to communicate the facts to Stilabunt by means of a complaint.

Stilabunt will then compile the facts of the case and if necessary contact both parties, buyer and partner shops.

Within two weeks after receipt of the complaint, Stilabunt will then examine the facts and submit a proposal for solution to both parties.

In order to submit the proposal for solution Stilabunt is entitled to ask for legal advice and to pass on the facts to a lawyer who is bound to secrecy.

The partner shops have no legal claim to the settlement of a dispute.

## **§6 General obligations of Stilabunt marketplace partners and buyers**

Stilabunt can only verify the identity of the partner shops to a limited extent. It is up to each partner shop and buyer to verify the identity of their respective contract partner.

Each user (partner shop as well as buyer) has to provide his complete address data including e-mail address when registering his user account; if a buyer orders without

registering a user account, he has to provide this data when ordering. The partner shop guarantees that the information provided by the buyer to Stilabunt during registration or ordering is true and complete. If he/she provides incorrect or incomplete information, Stilabunt is entitled to delete and cancel the account without notice or not to execute the order.

Partner shops and buyers are not entitled to register more than once for the Stilabunt marketplace. Stilabunt may allow exceptions in individual cases upon request.

Partner shops and buyers are under no circumstances entitled to pass on their access data and in particular their access password to third parties. Should third parties nevertheless gain access to the account of the partner shop or buyer or the partner shop or buyer have other indications of misuse of his account, the partner shop or buyer must inform Stilabunt immediately and change his access data.

Each partner and buyer is obligated not to pass on data from other partners and buyers, which were acquired in the context of the use of the Stilabunt marketplace, to third parties or to use them in any commercial way. In particular, partner shops may not send commercial e-mails to other partner shops and buyers without express prior consent or otherwise contact them beyond what is necessary for the processing of transactions made on the Stilabunt marketplace.

In addition, each partner shop is obligated not to place any links or references to external internet pages, advertising for offers outside the Stilabunt marketplace or other content not directly related to the Stilabunt marketplace on the Stilabunt marketplace (e.g. in the context of offers, the rating system or in the processing of purchase transactions).

## **§7 Liability of partners**

Each partner is liable for the violation of third party rights for which it is responsible towards the third party itself and directly. Each Partner is obligated to compensate Stilabunt for all damages, which arise due to the culpable non-observance of the obligations resulting from these terms of use.

Each partner exempts Stilabunt from all claims, which other partner shops or other third parties make against Stilabunt due to the violation of their rights through content posted by the partner shop or due to the violation of other obligations. The Partners also takes over the costs of the necessary legal defense of Stilabunt including all court and lawyer's fees. This does not apply if the respective Partner is not responsible for the violation of rights.

The partner shops transfer to Stilabunt a comprehensive right of use, free of charge and limited to the duration of the contractual relationship, especially for the reproduction, distribution, revision of all works or parts of works as well as databases or any other catalogue or any other product information that partner shops transfer to Stilabunt within the online offer of the Stilabunt marketplace. Including the right to publish these contents in print media, online, on CD-ROM etc., also for advertising purposes. The right of use does not include company logos, registered trademarks, other similar identifying brandings or works, which a partner shop transmits to Stilabunt for the purpose of sale.

Partners from the area of sports tourism providers are listed in the business directory, whereby the buyer can access the partner's website via the link. A booking of these sports tourism offers is only possible via the website of this partner. In this case there will be no conclusion of a contract, booking confirmation, via Stilabunt. At this point, there is only the link/ or affiliate contract between Stilabunt and the partner. See the affiliate contract conditions of Stilabunt. The buyer remains unaffected.

## **7.§ Sanctions in case of rule violations**

If a partner violates its contractual obligations - this also includes a violation of the Stilabunt buyer principles.

## **8§ Duration and termination of the user contract**

The contract of use is concluded for an indefinite period of time and is automatically extended for a further month from the 15th of each month if it is not terminated in writing via our termination form one day before the 15th of each month. The contract period begins with the admission of the partner by Stilabunt. In case of a termination, the marketplace fees and commissions paid until then will not be refunded. The one-time registration fee will not be refunded, but we archive this mask for 2 years and can use it again without additional costs if the partnership is resumed.

The obligations towards buyers, Stilabunt and/or other Partners, which the Partner has already established during the contract period, remain unaffected by the termination.

Outstanding sales commissions are due with the termination of the contract.

Stilabunt can terminate the contract with a notice period of two weeks to the end of the month (before the 15th of each month).

The right to termination without notice for important reasons remains unaffected. Stilabunt can cancel the contract without notice if:

- the partner intentionally provided incorrect information within the framework of the evaluation system,
- the partner provides incorrect or incomplete information during registration,
- the partner repeatedly receives negative evaluations within the framework of the evaluation system and these are not obviously unjustified,
- the partners repeatedly violates other contractual obligations and does not omit the breach of duty even after Stilabunt's request.

As far as Stilabunt has terminated the contract, the partner has no claim to the establishment of a new account, not even under another name or another designation.

Every cancellation must at least take place in text form. This would be fulfilled by an e-mail or our cancellation form which is deposited in each account.

## III Stilabunt Buyer Principles

We want to offer you as a buyer on our platform a great shopping experience and excellent customer service. However, in order for us to be able to do this, we need your help. Please note the following principles when placing your order on Stilabunt. Thank you very much!

### 3.1 Revocation

As a private buyer you are entitled to a right of revocation and return within the revocation period with commercial dealers. The cancellation period is stated by the partner, in the case of partners in its cancellation policy. The revocation instruction of the partners, you find in their shops with Stilabunt. The revocation is to be addressed to the partners.

Please do not send the product back in the case of a revocation unfree, this provides only for high acceptance costs with the partner. Send the article as a simple registered letter or as a parcel to the partner so that you can prove the return by post in the event of loss. The refund of the resulting return postage is regulated by the cancellation policy of the partner.

### 3.2 Stilabunt Service

Any discrepancies due to an item not received must be reported to Stilabunt at [support@Stilabunt.de](mailto:support@Stilabunt.de) within two weeks of the agreed delivery date. At a later time it is often not comprehensible for us or for the partner how or where the article was lost.



We do not refund the purchase price if  
the buyer has not notified the non-receipt in due time, or  
the partners can prove the access of the article by presenting a delivery confirmation.  
Your statutory warranty rights vis-à-vis the partners are not affected by the above provisions.

### **3.3 Return of purchased items**

If you wish to return a purchased item to the partners for other reasons, please first open a complaint and agree with Stilabunt about the further modalities. Please do not return the product freight collect. Send the article as a simple registered letter or parcel to the partner, so that you can prove the return in case of loss.

and the Stilabunt partner principles,

### **3.4 Special regulations for the buyer**

3.4.1 The buyer confirms with the registration and/or the order that he is of age, fully contract capable and able to pay the purchase price.

3.4.2 In addition to these terms of use, the Stilabunt Buyer Principles apply to buyers.

## **IV Stilabunt Partner Principles**

Our buyers and prospective customers have high expectations of Stilabunt and you as a partner: fast delivery, flawless goods and impeccable communication in all questions concerning the order. We want to support you in your quest for the best possible service and have therefore established binding principles for all Stilabunt partners. In this way we ensure fair competition on the platform and guarantee the customer a uniform service.

The Stilabunt dealer support is at your disposal if you have any questions.

### **4.1 Article dispatch**

The dispatch of articles has to take place within the indicated dispatch time. If nothing is stated in the item description, the shipment must take place within 5 days after receipt of payment confirmation-----no invoice, therefore. Shipping may be confirmed to Stilabunt and the buyer only after it has been made. An invoice stating that payment has been

made via Stilabunt must accompany each shipment. Each shipment must also be accompanied by return information for the buyer.

#### **4.2 Article availability**

Articles that are not available may not be offered for sale on the Stilabunt marketplace. If an item is sold out and currently unavailable, it will be reported as information. An optional function of an email in case of a re-availability is possible---I think it is important. If, in exceptional cases, an item is no longer available after an order has been placed, the Stilabunt customer service and the customer concerned must be informed immediately.

We would like to point out that according to the Stilabunt fee schedule, the commission will also be charged for unavailable items. Should more than 3 items not be available within 4 weeks, Stilabunt reserves the right to impose further sanctions.

Response to complaints and requests from our customer service department

We must react promptly to complaints from buyers (complaints) and inquiries from our customer service department. If there is no reaction within 4 days, the complaint case can be decided in favour of the buyer.

#### **4.3 Not arrived articles**

If a buyer indicates that he has not received the item, we request a regular proof of access from the corresponding partner; this must show the recipient address. If this is not available, the case can be decided in favor of the buyer.

#### **4.4 Returned articles**

In the event of a return, you are obliged to notify Stilabunt by e-mail of the receipt of the return.

#### **4.5 Absence**

If you do not have access to your emails and your Stilabunt account for more than 4 working days (e.g. due to a holiday), the articles offered must be paused.

#### **4.6 Article condition**

On the Stilabunt - market place only new articles may be offered. Excluded are any kind of boards, which can be offered as a high quality Second-Hand board again by the reconditioning of the manufacturer. This notice, used and refurbished (Second-Hand) must be clearly declared. Exceptions are the Second-Hand Shop.

#### **4.7 Dispatch of FSK-18 articles, JuSchG**

They are obliged to comply with the provisions of the Youth Protection Act. Articles subject to the JuSchG may only be sent to authorised persons by registered mail.

#### **4.8 Dealer names, URLs, links**

Your merchant name must not have the form of a URL (\*.de, \*.com, etc.) and must not contain a URL. If you add covers or other images to the product description of an item, these must not contain any markings or lettering that are not directly related to the product. Images on which partner names, logos or URLs are visible may not be used for a product description on Stilabunt. The offer may not contain any links to external websites.

#### **4.9 Third party rights**

You are obliged to ensure that your products and the way they are presented does not infringe the rights of third parties.

#### **4.10 Own advertising**

You are not allowed to use the personal data you have received through Stilabunt for further advertising. In particular, it is forbidden to send your own advertising on the goods, to send advertising emails to the customer or to call or write to the customer for advertising purposes.

#### **4.11 advertising for Stilabunt**

You are obliged to support Stilabunt in his marketing activities within a reasonable framework. We can provide you with advertising material free of charge.

is against the law or against common decency, Stilabunt can react as follows at its own discretion:

- Stilabunt can warn the partners;
- Stilabunt can delete offers or contents (e.g. ratings) of the partner;
- Stilabunt can restrict the partners permission to use the Stilabunt marketplace;
- Stilabunt can temporarily block the account of the partner;
- Stilabunt can finally block the account of the partner and cancel the contract.

Stilabunt will consider the legitimate interests of the affected partner. However, the partner has no right to continue the contract if Stilabunt cancels the contract in the event of a breach of its contractual obligations.

## **V Special provisions for partners**

### **5.1 Registration as partner**

Partners in the sense of these terms of use are such partners, which offer to buyers and/or other partner, and/or other buyers with commercial background, articles and/or services

over the Stilabunt marketplace for the purchase, and/or their linking in the yellow pages set, so that the above parties can acquire products/services. Only commercial partners of Neuware can register as partners on the Stilabunt marketplace. The sale of used goods is only permitted in the Second-Hand-Shop with a clear declaration. The registration as partners is a prerequisite for the sale of goods.

Only natural persons, legal entities and partnerships of full age and legal capacity can register as partners.

After the complete registration Stilabunt sends the partner an email with the personal access data necessary for the use of the Stilabunt marketplace.

Each partner undertakes to inform Stilabunt of all future changes to the data provided during the registration process without being requested to do so and without delay.

## **5.2 sustainability criteria**

The Stilabunt marketplace sees itself as a virtual department store and networking platform for environmentally friendly, fair and high performance products and services.

The products and services offered by the partners must therefore meet at least one of the following criteria:

- Raw materials from organic farming
- Raw materials from recycled materials
- Resources & Co2 -gentle
- Avoidance & reduction of negative environmental aspects

Chemicals, hazardous substances, mineral oil

- Cradle to cradle approaches, circulatory ability
- Fair production conditions
- Plastic-free and resource-saving supply chain

Stilabunt may refuse to activate a product for sale if the conditions set out in point (1) are not fulfilled. Even if the criteria are fulfilled, there is no entitlement to the activation for sale.

Stilabunt can remove a product from the portfolio if facts subsequently become known that speak against sustainability.

## **5.3 Special duties of the partners**

Partners must comply with the law in all their Stilabunt business activities and observe the legal and official requirements for the sale of their goods.

In particular, partners must comply with all consumer protection regulations. This applies above all to the proper granting of a right of revocation, insofar as this is required by law. Information on the legal requirements can be found here (<http://www.bmjjv.de>). Stilabunt is not obliged to provide the partners with a current cancellation policy. As far as Stilabunt proposes a revocation instruction, general contract conditions as well as delivery or dispatch conditions to the partners, these suggestions are not part of the contract of use and no liability is assumed for it.

Each partner undertakes not to offer products whose offer or sale violates the rights of third parties (e.g. trademarks or copyrights) or morality.

In the event that third parties assert claims against Stilabunt due to the violation of legal or official requirements or the violation of private rights, the partners Stilabunt violating contract provisions will release at first request from all claims asserted. The indemnity also includes the costs of Stilabunt's necessary legal defence including court and attorney fees.

The partner is obliged to offer only those articles which he can send within the delivery time indicated in the article description to the buyer.

The partner is solely obligated to determine whether taxes, levies and/or customs duties apply to the articles offered by him and whether these are to be paid by him.

The partner is obliged to describe the articles offered by him truthfully and completely. He has to include all circumstances which are relevant for an average buyer for the purchase decision. In particular, he must inform the buyer of any defects or signs of wear, as well as delivery and shipping conditions. For each item, the partner must state the full purchase price to be paid by the buyer, including VAT and any shipping costs incurred.

The partner is not entitled to pass on any fees or commissions to be paid by him to the buyer and to demand them from him.

The partner is obliged to reimburse Stilabunt immediately for any purchase prices paid directly to it, so that these can be transferred to Stilabunt's trustee system.

The sale of items that may only be sold to persons of legal age presupposes that the buyer is shown for the Stilabunt Ü18 area---are there pugs? D and has successfully completed an accepted age verification procedure. These requirements apply in particular to alcoholic beverages and spirits. The sale of Ü18 articles to non-verified buyers is prohibited for any partner. The dispatch of articles, which may only be sold to persons of legal age, must be carried out by the partner using the dispatch variant "registered mail by hand" or another dispatch variant, which ensures that minors cannot gain access to the shipment.

The partner is not entitled to attach links to external websites in any form within the scope of its offer on the Stilabunt marketplace. This does not apply to links to other Stilabunt offers.

The partner may only reproduce the offered article as well as information about the article within the scope of its offer on the Stilabunt marketplace. The partner is not entitled to advertise beyond that in any form. Stilabunt can allow exceptions in individual cases on request.

In addition to these provisions, the Stilabunt partner principles, which the partner accepts, apply to every partner.

## **5.4 commission**

For every order placed via the Stilabunt marketplace, Stilabunt receives a sales commission from the respective partner. This commission is based on the gross purchase price (purchase price incl. VAT) and does not include VAT. The amount of the accruing commission depends on the fee overview valid on the day of the order. The fee overview is an essential part of these terms of use.

The commission is due for each order placed via the Stilabunt marketplace. This applies regardless of whether the transaction is actually carried out later or whether it is reversed, for example, due to a withdrawal before or after delivery. The commission is not due if the partner has effectively instructed about the right of withdrawal and a consumer then makes use of his statutory right of withdrawal.

Any sales commission is paid by immediate offsetting against the credit balance of the partner on the trust account. As far as the trust account does not show sufficient credit within 14 days after the conclusion of the respective purchase contract, the commissions are to be paid at this time to Stilabunt by bank transfer or credit card. The money amount of the order remains on the account 14 days after receipt of the goods, the division of the amount of commission and invoice number with delivery fee takes place afterwards. The invoiced amount will be returned in full to the customer, if he makes use of his right of withdrawal.

The amount of the commission can be changed by Stilabunt. The changed fee overview will be sent to the partner by e-mail at the latest two weeks before it comes into effect. If the partner does not object to the validity of the new fee rates within two weeks of receipt of the e-mail, the amended fee schedule will be deemed to have been accepted. Stilabunt will separately inform the partners in the email containing the change fee rates of the significance of this two-week period, the right of objection and the legal consequences of silence. If the partner objects to the changed fee schedule within the aforementioned period, Stilabunt is entitled to terminate the contract without notice.

## VI. Special regulations for Stilabunt

### 6.1 warranty and liability

Stilabunt will endeavor to make the Stilabunt marketplace available as uninterruptedly as possible. However, Stilabunt does not guarantee a certain availability rate. In particular, Stilabunt accepts no liability for force majeure, such as server failures of the provider for which Stilabunt is not responsible, power failures or manipulation by third parties.

Stilabunt is not a contractual partner of a purchase transaction between partners and buyer and does not assume any warranty for the object of purchase.

Stilabunt does not guarantee that the partners and buyers comply with their legal obligations (e.g. consumer protection rights). Stilabunt will, however, check the facts if there is a concrete suspicion of a legal violation by a partner and, if necessary, work towards eliminating the legal violation.

Stilabunt's liability for and in connection with the provision of the Stilabunt marketplace, for whatever the following provisions govern legal reason:

Stilabunt is liable for intent and gross negligence by Stilabunt itself, as well as in the case of personal injury (injury to life, body and health) without limitation, for slight negligence but only in the case of breach of essential contractual obligations, default and/or impossibility for which Stilabunt is responsible. The liability in case of violation of such an essential contractual obligation is limited to the contract-typical damage Stilabunt had to expect at the time of conclusion of the contract due to the circumstances known at that time. The essential contractual obligations include in particular the provision and facilitation of the use of the Stilabunt marketplace.

For the loss of data Stilabunt is liable according to the above paragraphs only if such a loss would not have been avoidable by appropriate data backup measures on the part of the partner.

In all other respects Stilabunt's liability is excluded. The regulations of the product liability law remain unaffected.

### 6.2 Data protection

Stilabunt attaches great importance to the protection of partner data. Personal data of the partner will only be collected, processed or used if the partner has consented or if the Federal Data Protection Act (BDSG), the Telemedia Act (TMG) or any other legal regulation orders or permits it. Further details can be found in the Stilabunt Privacy Policy.

## VII. Final provisions

Stilabunt reserves the right to change these terms of use at any time and without giving reasons. The changed conditions will be sent to the partner by e-mail at least two weeks before they come into effect. If the partner does not object to the validity of the new terms of use within two weeks of receipt of the e-mail, the amended Terms of Use shall be deemed accepted. Stilabunt will inform the partners separately in the email containing the changed conditions of the significance of this two-week period, the right of objection and the legal consequences of silence. If the partner contradicts the changed conditions within the aforementioned period, Stilabunt is entitled to terminate the contract without notice.

The partners can only offset against Stilabunt's claims with undisputed or legally established counterclaims. The partners can only exercise a right of retention if their counterclaim is based on the same contractual relationship.

The partner can only transfer rights and obligations from the contracts with Stilabunt to a third party with Stilabunt's prior written consent.

If the partner, merchant, a legal entity under public law or special fund under public law is or has no seat in Germany, the seat of Stilabunt is the place of jurisdiction. Stilabunt is entitled to assert claims before the courts of the customer's general place of jurisdiction. An exclusive place of jurisdiction remains unaffected.

Should individual provisions of these Terms of Use be or become invalid and/or contradict the statutory provisions, the validity of the remaining Terms of Use shall not be affected thereby. The ineffective provision shall be replaced by the parties amicably by a provision which comes closest to the economic sense and purpose of the ineffective provision in a legally effective manner. The foregoing provision shall apply mutatis mutandis in the event of loopholes.