

# General Terms and Conditions for Partners (GTC)

(Status July 2020)

## § 1 Subject Matter of the Contract; Validity of the GTC

1. The company moebel.de Einrichten & Wohnen AG, Gertrudenstr. 3, 20095 Hamburg (hereinafter referred to as "**Provider**") operates its own theme-portals on the Internet, including [www.meubles.fr](http://www.meubles.fr), which offer interested visitors search functions with a wide range of editorial content on the respective topic area. In addition, the Provider cooperates with operators of other websites (hereinafter referred to as "**Operators**") who, in the context of a cooperation between the Provider and the Operator, display the Materials of the Partner websites on their websites and direct them to the Partner's website with a direct Click-Out (hereinafter together with the Provider's theme-portals referred to as "**Portals**"). On these Portals, commercial Internet shop providers (hereinafter referred to as "**Partners**") have the opportunity to advertise their product portfolio and thereby generate traffic for their websites.

2. The following General Terms and Conditions (hereinafter referred to as "**GTC**") shall apply, unless otherwise agreed in writing, between the Provider and the Partner for the provision of all contractual services, service features and similar services of the Provider, in particular for the listing of products and the integration of advertising space on the Provider's own Portals and on third-party websites as described below.

3. All agreements made between the Provider and the Partner are conclusively regulated

- in the cooperation agreement together with its annexes,
- the list of bidding recommendations and billing settings (jointly available at <https://www.meubles.fr/conditions-reglement-cpc-recommandes>),
- where applicable, any applicable price lists (available at <https://www.meubles.fr/cpc>),
- the Data Feed Requirements (available at [www.meubles.fr/flux-de-donnees](http://www.meubles.fr/flux-de-donnees)) and
- these General Terms and Conditions (available at <https://www.meubles.fr/cgv-referencement-produit>)

(hereinafter jointly referred to as the "**Agreement**").

4. Conflicting or deviating general terms and conditions of the Partner shall not apply unless the Provider has expressly agreed to their validity in writing. If the Provider has an ongoing business relationship with a Partner, these General Terms and Conditions shall also apply to all future transactions with the Partner, insofar as these are of the same kind.

5. The Provider is entitled to change and adapt the GTC during the term of the Agreement with effect for the future. The Provider shall send the Partner the amended terms and conditions in text form (by post or e-mail) before the planned date of entry into force and shall make special reference to the new provisions and the date of entry into force. The proposed changes will only be implemented after a reasonable period of time has elapsed in view of the nature and scope of the planned changes and their consequences. This period shall be at least 15 calendar days from the date on which the Provider has informed the Partners of the planned changes.

The aforementioned deadline does not apply if the Provider (i) has to make changes to the GTC in a way that does not allow him to meet the aforementioned deadline due to legal or governmental obligations or (ii) has to, in exceptional cases, change his GTC in order to ward off an unforeseen and imminent danger, in order to protect his Portals, consumers or Partners from fraud, malware, spam, violations of data protection or other cyber security risks. In the event of planned changes to the GTC, the Partner has the right to terminate the Agreement with the Provider before the expiry of the deadline. Such termination shall take effect within 15 calendar days of receipt of notification of the planned changes to the GTC.

The Partner may waive the time period at any time after receipt of the notification of the planned changes to the GTC's, either by written declaration or by a clear confirming act. The posting of new Partner products on the Portals before the expiry of the deadline is to be regarded as a clear confirming act by which the deadline is waived, except in cases where the reasonable and proportionate deadline for implementing the changes to the GTC is more than 15 calendar days because the Partner has to make significant technical adjustments to its Materials (as defined in § 2 below) as a result of the changes. In these cases, the discontinuation of new Partner products by the Partner does not automatically constitute a waiver of the deadline.

6. The contracting parties clarify that contractual relationships with the visitors of the Portals (hereinafter also referred to as "**Users**") for the acquisition of the products listed by the Partner on its websites are exclusively established by the Partner in each case. The Provider merely provides the infrastructure for advertising the Partner's product portfolio. The Partner offers its products to the User in its own name and on its own account. The Partner is economically and legally responsible for the entire handling and support of the contractual relationships with the Users with regard to its products integrated on the Portals or via third-party websites. The Partner is free to decide whether or not to enter into a contractual relationship with the User. The Partner is not entitled to act on behalf of the Provider in business transactions.

## § 2 Services of the Provider; Operation and Design of the Portals; Service Changes

1. The scope of services of the Provider includes the integration of the Partner and the Partner products on one or more Portals. For this purpose, the Partner shall provide the Provider with the respective product data such as logos, brands and other graphic or written representations, product descriptions including all legally mandatory information (e.g. the specification of energy efficiency classes) as well as links to the Partner's website (hereinafter jointly referred to as "**Materials**") in accordance with the rights of use granted under § 4.

2. The Provider then integrates the link provided by the Partner on the Portal on each implemented advertising space, which redirects to a website specified by the Partner (hereinafter referred to as "**Click-Out**"). The Provider is not obliged to integrate the Materials provided by the Partner in whole or in part. Nor is a particular form of presentation owed as a matter of principle, unless the Partner provides the Provider with mandatory statutory information (e.g. information on energy efficiency classes / spectra). The parties shall agree on the details of how the Partner shall report such mandatory data to the Provider.

3. The Provider is entitled to provide marketing services or use them via third parties, which are intended to generate more traffic on the Portals and thus indirectly on the websites of the Partners. These services may be placed on the Portals and in other forms (online and offline), for example in editorial magazines and blogs, in social networks (such as Facebook), on the websites of cooperation partners, on the websites of affiliate partners or by integration in search engines and keyword advertising programs through deep links.

4. The Provider shall decide on its own responsibility whether, to what extent and to which Users the Materials made available by the Partner are implemented on the Portals and Internet offerings of the Provider or its cooperation partners. The Provider is free in the design of the Portals and their functionalities. In particular, it may reserve the display of certain contents and certain functionalities for those Users who have registered with the Provider for participation in the Portals and are logged in accordingly. The Provider endeavours to select only those Portals and categories that are suitable for the respective products in detail.

5. The Provider reserves the right to change the existing services or to make improvements if and to the extent that this is necessary for a valid reason which could not be foreseen at the time of the conclusion of the Agreement and this change does not shift the relationship between the performance and the counter-performance to the disadvantage of the Partner so that the changes are reasonable for the Partner. A good reason shall be deemed to exist in particular if new technical developments make a change in performance necessary or if newly enacted or amended statutory or other sovereign requirements or a change in supreme court jurisdiction require a change in performance. The Provider shall notify the Partner in writing of any changes to the contractually agreed services at least four weeks before they are scheduled to take effect ("**Notification of Changes**"). In the case of changes which are not exclusively in the Partner's favour, the Partner shall be entitled to terminate the Agreement in text form (e.g. by e-mail) without observing a period of notice at the time the changes take effect. Changes to the contractually agreed services shall be deemed to have been approved if the Partner does not object to them by the time they take effect. The Provider shall specifically draw the Partner's attention to this legal consequence in the Notification of Change.

6. The Provider is responsible for the operation and design of the Portals operated by him. The Provider is entitled to include further Portals for the fulfilment of the contract in his offer and/or to discontinue already existing Portals. For changes according to this § 2 number 6, the change procedure defined in § 2 number 5 applies accordingly.

7. In addition, the Provider cooperates with other product-portals and Internet offers of other operators in the fulfilment of the contract. The Provider has no influence on the design and operation of the Portals and websites operated by cooperation Partners. In this respect, the Provider reserves the right to enter into further cooperations or to discontinue cooperations if necessary. An up-to-date overview of the cooperation partners of these Portals can be viewed by the Partner at [www.moebel.media/cooperations-et-partenaires-tiers](http://www.moebel.media/cooperations-et-partenaires-tiers).

8. The Provider will also offer new forms of advertising within the scope of the execution of the contract if necessary. All existing and new forms of advertising offered by the Provider are also subject to these GTC. For changes according to this § 2 number 7, the change procedure defined in § 2 number 4 applies accordingly.

9. The Provider has no influence on the purchase decision of the potential customer and does not owe the Partner any concrete success.

10. The Provider is entitled to perform individual or entire service obligations with the assistance of third parties (e.g. subcontractors).

### § 3 Performance Obligations of the Partner; Activation; Product-Comparison and -Review

1 The Partner guarantees the establishment and maintenance of the technical operation of its website and the related equipment and the presentation of content on the Partner's website. Prior to the start of the cooperation, the Partner must obtain information from the Provider about the respective access configuration in its concrete technical configuration and ensure that the technical components (hardware and software) are compatible. The Provider does not guarantee the functionality and compatibility of the Services with the equipment (hardware and software) of the Partner.

2. The Provider is informed of the Partner's contact data including the Partner's e-mail address and contact person by the Partner upon conclusion of the Agreement. In particular, the Partner shall inform the Provider of the e-mail address and contact person regarding the receipt of the invoice. The Partner shall bear any and all disadvantages which may arise for the Partner as a result of the fact that it has not informed the Provider of changes to the contact data without delay. This also applies in the event that the Partner is unreachable for the Provider due to incorrectly specified or no longer available e-mail address. The Partner undertakes to keep the passwords received from the Provider secret and to adequately secure them against unauthorized access. The Partner shall inform the Provider immediately of any indications of unauthorized disclosure of the passwords and/or unauthorized access.

3. The Partner is obliged to inform the Provider in good time, i.e. with a minimum lead time of four weeks, in text form about technical changes in the Partner's shop, including links to information that has or may have an impact on the linking of the Partner's website in the Portals. Malfunctions resulting from a violation of this information obligation cannot be attributed to the Provider.

4. The Partner shall provide the Provider with the Materials, which serve to integrate and identify the Partner or its offer in accordance with the contract, in particular for graphic integration and identification on the Portals. The requirements for the contractual design of the Materials ("**Data Feed Requirements**") result from the following § 3 number 6 as well as the information provided at [www.meubles.fr/flux-de-donnees](http://www.meubles.fr/flux-de-donnees) for retrieval by the Partner. The Partner undertakes to make the Materials available in their most current version at all times, i.e. in the event of changes, to provide the latest versions without being asked.

5. The delivery of Materials for implementation and bids in the bidding feed by the Partners to the Provider is carried out via FTP transfer or via URL download. The Provider can also offer differentiated control options for feeds. The Provider may temporarily store (cache) any delivered data for up to 48

hours. This means in particular that it can take up to 24 hours after new data has been provided until all changes are visible in the Portal. This also applies after termination of the Agreement.

6. Product images may only contain a meaningful representation of the product. At least one product image must also contain a complete illustration; close-up and/or partial images are only permitted as additional product images, but not as single product images. Image editing is permitted to a reasonable and customary extent in order to compensate for minor defects in the photographic raw data; it must not distort the image or create a risk of misleading information. In particular, additional graphics, texts or watermarks may only be integrated into product images after prior written approval by the Provider. Product titles may only contain the name and type of the product (e.g. garden bank Emil). In particular, they may not contain the name of the Partner or the Partner webshop.

7. The Provider reserves the right to temporarily or permanently block or remove access by Users to the Partner's Materials implemented on the Provider's Portals or to the Partner's website linked on the Provider's Portals if the Provider's IT systems are impaired for technical reasons, e.g. due to faulty links provided by the Partner. The Provider also reserves the right to temporarily or permanently block or remove access to the Materials implemented on its Portals or to the Partner's website linked to on the Partner's Portals if (i) third party claims are credibly asserted against the Provider in connection with the Materials or the Partner's website, (ii) the Partner has its own programs (e.g. crawlers) operating within the scope of its offer that impair the normal operating behaviour or the security of the Provider's server and/or (iii) if the Partner repeatedly or seriously violates obligations under this Agreement.

8. After the first implementation or activation, the Partner shall receive a notification by e-mail that the Materials are now available for Users and that corresponding Click-Outs are subject to remuneration in accordance with this Agreement.

9. The Partner undertakes to participate in a search function in which the products offered by the Partner are compared with competing products on the Portals.

10. The Partner agrees that the products he advertises on the Portals may be evaluated on the Portals of the Provider or his cooperation Partners via a community platform or similar.

## **§ 4 Granting of Usage Rights; Guarantee; Exemption**

1. The Partner shall grant the Provider during the term of the Agreement and for a period of 6 months after the end of the term of the Agreement all the necessary, geographically unlimited, simple (non-exclusive) rights of use to the Materials provided in accordance with the Agreement. In particular, the Provider is entitled to reproduce the Materials in whole or in part, to distribute them, to make them publicly accessible on its own and/or third-party websites and apps, and to process them for integration into the Portals and websites and apps of third parties, provided that the processing and redesign is carried out while preserving the intellectual character of the work, to combine them in whole or in part with other images and/or texts or other works and services. The granting of rights also includes in particular

- the right to include the Materials in the Provider's magazines and blogs and on platforms in social networks (such as Facebook, Instagram, Pinterest, etc.)
- the right to use the Materials of the Partner as "teasers", e.g. on the start or topic pages of the Portals,
- the right to use the Materials on third-party websites, e.g. external cooperation partners of the Provider,
- the right to use the Materials through affiliate networks, search engines and in connection with keyword advertising programs on third party websites,
- the right to use the Materials in connection with social media tools, such as the Facebook Like-Button, and
- the right to use the Materials for advertising purposes in online and offline media, in particular in text ads, videos, TV spots, display or radio spots.

The Provider is also granted the right to transfer and/or sublicense the rights of use granted by the Partner to companies affiliated with it for the purpose of fulfilling the contract. Affiliated companies are all companies that are affiliated according to §§ 15 ff. German Stock Corporation Act (*Aktiengesetz*,

*AktG*) and those companies in which the Provider or one of its shareholders holds a stake of at least 25%.

2. The Partner guarantees that it is entitled to the aforementioned granting of the rights of use and exploitation of the Materials in question in accordance with § 4 number 1. The Partner further guarantees that the Partner's website and the Materials submitted for implementation as well as the contents therein do not violate applicable law, public policy and/or the rights of third parties. Furthermore, the deposit/linking of erotic, pornographic, extremist and/or content that counterfeits public policy on the Portals and/or the website of the Partner is not permitted. The Partner also guarantees that the offer and distribution of its products as well as the publication and use of the Materials do not violate the rights of third parties (copyrights, personal rights, licenses, etc.) and do not violate statutory or official regulations. When using photos and other copyrighted works (e.g. descriptive texts, hereinafter jointly referred to as "**Works**"), the Partner warrants that it has been granted all spatially and temporally unlimited rights of use and exploitation of the Works and, if applicable, of personal images (e.g. of models depicted) in accordance with § 4 number 1 and that the authors have effectively waived their moral rights for the purposes of this Agreement, in particular that the Provider is not obliged to name the authors in connection with the Works.

3. The Partner undertakes to fully indemnify the Provider from all claims of third parties upon first request which third parties assert against the Partner in connection with the above granting of rights and/or guarantees. The aforementioned claim for indemnification includes the court and attorney fees incurred by the Partner and all affiliated companies for legal defence.

4. In addition, the Partner undertakes vis-à-vis the Provider to pay a contractual penalty due for each case of infringement of the aforementioned rights and/or guarantees. The amount of the contractual penalty shall be determined by the Provider at its reasonable discretion and may be reviewed by the competent court in the event of a dispute. The assertion of further claims by the Provider is not excluded by the payment of the contractual penalty.

5. In the event of a breach of the rights and/or guarantees described above, the Provider is entitled to suspend or restrict the access of the Users to the Materials temporarily or permanently, completely or partially, i.e. to block the Partner's offers on the Portals.

6. The granting of the right of use by the Partner to the Provider in accordance with the above § 4 number 1 does not affect the Partner's right to continue to freely dispose of the Materials and the logos, trademarks or written representations, product descriptions contained therein, provided that the rights granted to the Provider are fully preserved. In particular, the Partner remains entitled to grant other trading partners corresponding, non-exclusive rights to the product data and Materials.

## **§ 5 Bidding Procedure; Specifications for Click Price Bids, Daily and Monthly Budgets**

### 1. Bidding procedure

The Provider offers the Partner a "bidding procedure" in which the Partner indicates the maximum amount he is willing to pay for a User's Click-Out (hereinafter "**Click Price Bid**"). The Provider can enable the Partner to bid on the basis of products, categories or a combination of both. The Partner can determine a factor for the "Mobile" access mode in accordance with the billing settings and bid recommendations (available at <https://www.meubles.fr/conditions-reglement-cpc-recommandes>) and this § 5. The Provider shall use a generally accepted tool at its discretion to differentiate between the "Desktop" or "Mobile" access type.

### 2. Specifications for Click Price Bids

a. The Partner may submit any Click Price Bid based on products, categories or a combination of both that exceeds a value of € 0.00 for participation in the bidding process. However, if the Partner does not use the bidding procedure or if the Partner does not submit Click-Price Bids for its products or if such submission fails for reasons for which the Partner is responsible, Click-Outs based on the standard CPC shall be uniformly billed for Click-Outs on the "Desktop" and "Mobile" access type in accordance with

the price list (available at <https://www.meubles.fr/cpc>). The same applies if the Partner makes a Click Price Bid of € 0.00, an empty bid or a negative bid.

b. The assignment of recorded clicks to the categories and access types by the Provider on the basis of the data available to him is binding.

### 3. Daily and monthly budgets

a. The Partner has the possibility to lodge daily or monthly budget limits for Click Price Bids.

b. The Partner must notify the Provider of any changes to the daily or monthly budgets in text form (e-mail sufficient) in good time, i.e. at least 72 hours before the change comes into effect, so that these are taken into account.

c. If, for technical-organisational reasons, products are still displayed after the daily or monthly budget limit has been reached (e.g. due to intermediate storage; even after the end of the Agreement), clicks exceeding the budget limit are also charged according to the agreed CPC rates, but capped at a maximum total of 105% of the agreed budget. This means that in the case of an advertisement made for technical-organisational reasons, a maximum of a further 5% of the budget will be charged even after the budget limit has been reached.

## § 6 Prices; Terms of Payment

1. The basic setup of the Partner account and the integration of the Materials is free of charge. The Provider will be remunerated on the basis of Click-Outs by the Partner, as described under § 5. Unless otherwise stated, the Click Price Bids are subject to value added tax at the statutory rate.

2. The Partner is aware that (i) a significant cost factor for the Provider's service provision is the cost of purchasing traffic from third parties (hereinafter referred to as "**Traffic Purchasing Costs**"), (ii) these Traffic Purchasing Costs are volatile and (iii) the Provider has no influence whatsoever on these price fluctuations. Thus, the Partner is aware that it is necessary to regularly monitor the number of Click-Outs and the associated costs and, if necessary, to make prompt adjustments to the Click Price Bids. The Provider shall notify the Partner of price changes in text form at least four weeks before they are scheduled to take effect ("**Notification of Changes**"). In the case of changes which are not exclusively in the Partner's favour, the Partner shall be entitled to terminate the Agreement in text form (e.g. by e-mail) without observing a notice period at the time the changes take effect. Price changes shall be deemed to have been approved if the Partner does not object to them by the time they take effect. The Provider shall draw the Partner's attention to this legal consequence in the Notification of Change. The Partner can also view the daily updated prices at any time at <https://www.meubles.fr/cpc>.

3. The handling of the click measurement for the statistics per Portal is done via a link and is implemented in the statistics tool of the Provider or the respective Portal. The Partner can view the click measurements at any time in the Partner Portal.

4. Unless otherwise expressly agreed, the services provided by the Provider shall be invoiced to the Partner in accordance with the periods of time stated in the billing settings. The invoice will be sent automatically by e-mail to the contact address provided by the Partner. The payment is due immediately and is to be paid within the payment period agreed in the cooperation agreement at the latest. In this respect, the receipt of payment by the Provider or the presentation of written proof of payment shall count.

5. Unless expressly agreed otherwise, the Partner undertakes to issue a SEPA direct debit mandate to the Provider for payment of the invoice; the Provider shall provide the Creditor ID and the mandate reference to be used. The invoice amounts will then be collected from the Partner's account after the invoice has been issued in the SEPA procedure. If the SEPA mandate is not issued or is revoked, the Provider is entitled to invoice the Partner for the processing fee charged by the respective credit institution in this matter and is entitled to terminate this Agreement for good cause.

6. Upon expiry of the agreed payment period, the Partner is in default. In all other respects the statutory provisions shall apply.

7. In the event of default in payment or otherwise justified doubts about the creditworthiness or solvency of the Partner, the Provider is entitled - without prejudice to all other rights - to demand securities or advance payments for outstanding services. Upon occurrence of the default or upon revocation of the SEPA direct debit mandate or rejection of a direct debit for any reason whatsoever, the Provider is further entitled to suspend its performance towards the Partner or to block access until all outstanding invoice items have been paid in full.

8. Only undisputed, legally established claims or claims in a direct counter-performance relationship (synallagmatic relationship) to the respective affected claim of the Provider entitle the Partner to offset or retention.

9. Objections against fee settlements must be made to the Provider in writing. The invoices shall be deemed to have been approved by the Partner if they are not objected six weeks after receipt. The Provider shall separately inform the Partner in the invoice about this period and the legal consequences of its silence.

## § 7 Ranking

1. The order in which the products are displayed on the Portals operated by the Provider ("**Ranking**") is based on the criteria of Click Price Bids, popularity of the product among Users, content and quality of the Materials provided by the Partner to the Provider (e.g. colour, material, local availability of the product etc.), actual sales generated by the Click-Out at the Partner as well as external factors (e.g. loading speed of the Partner's website, location of the User). The weighting of these criteria is carried out in the order in which they are named, whereby in particular the criteria Click Price Bid and popularity of the product with Users are of importance for the placement of the Partner's offers on the Portals. The reason for the weighting is the economic efficiency of the operation of the Portals as well as the quality of the presentation of the Portals to the Users to promote a higher attractiveness of the Portals for Users.

2. By submitting the Click Price Bid, the Partner has the opportunity to influence the Ranking of the products by paying a direct or indirect fee to the Provider.

3. Further details about the Ranking of the products on the Portals operated by moebel.de can be obtained by the Partner from the ranking information, which can be accessed at [www.meubles.media/criteres-de-classement](http://www.meubles.media/criteres-de-classement).

## § 8 Availability

1. The average availability of the Portals operated by the Provider is 98% on an annual average. Excluded from this are necessary planned maintenance work and malfunctions that are not within the Provider's sphere of influence, such as force majeure. If possible, the Provider shall inform the Partner of planned maintenance work in good time in text form. However, the Provider expressly reserves the right, if necessary, to carry out unannounced maintenance work, especially if this is necessary for data and operational security.

2. The Portal System may be subject to restrictions, delays and other problems inherent in the nature of the use of the Internet and electronic communication media. The Provider shall not be liable for delays, disruptions in the provision of services or other damages resulting from such problems for which it is not responsible.

## § 9 Liability and Indemnification

1. The Provider is exhaustively liable as follows:

a. The Provider is liable without limitation for damages due to intent, gross negligence, culpable injury to life, body and/or health, in the event of a breach of a guarantee to be expressly referred to as a "guarantee", and in the event of mandatory statutory liability under the German Product Liability Act.

b. In cases other than those described in § 9 number 1 a., the liability of the Provider for the slightly negligent breach of a material contractual obligation, the fulfilment of which is necessary to achieve the purpose of the contract and on the fulfilment of which the Partner may therefore regularly rely ("cardinal obligation"), is limited to the damages foreseeable and typical for the contract at the time of conclusion of the Agreement.

c. In all other cases the Provider is not liable for slight negligence.

d. The Partner is responsible for regularly backing up its data at appropriate intervals. In the event that the Provider is liable for loss of data, this liability is limited to the amount that would be necessary to restore the data if such reasonable regular backups had been made.

e. The above limitations of liability shall also apply to legal representatives, employees, subcontractors, vicarious agents and assistants of the Provider.

f. In the event of a breach of warranty, the Provider is liable in accordance with the statutory provisions. Mere statements, declarations or information shall not be deemed guaranteed. A guarantee must be expressly named as such.

2. For clarification: Solely the Partner is responsible for the correctness and topicality of information and Materials such as product names, descriptions or designations or price labels which the Provider has taken from the Materials or which are indicated on the Partner's web pages. Furthermore, the Provider is not liable for claims arising from contracts concluded between the Partner and the end customer.

3. The Provider takes over the security of his own systems with the necessary care, which is usual in data traffic security.

## § 10 Confidentiality

1. In connection with the performance of their contractual duties, the parties shall mutually obtain knowledge of confidential information ("**Confidential Information**"), in particular of business and trade secrets. This includes in particular information about products and/or services offered by the parties, about business strategies and practices, inventions, publications, manufacturing processes, finances, business plans, suppliers, customers, contractual relationships or business assets, as well as any information, records, documents, electronic files which are subject to appropriate secrecy measures and are marked as confidential, are to be regarded as confidential according to the nature of the information or the circumstances of the transmission or are made available to the parties by third parties under an obligation of secrecy.

2. However, information is not confidential

- a. which was already known to the parties before disclosure by the other party,
- b. which are or have been made available to the public by means other than a breach of contract,
- c. which have been or will be developed independently by the parties; or
- d. which a party has lawfully received from a third party, without any restrictions on confidentiality or its use.

3. The parties are obliged to treat Confidential Information as confidential and not to disclose or otherwise make it available to third parties, either directly or indirectly, unless the party concerned has given its express consent. The Confidential Information shall be protected against unauthorized access and unauthorized use by appropriate secrecy measures. This also includes technical security measures adapted to generally accepted process descriptions and industry standards to ensure compliance with data protection. The receiving party shall not observe, inspect, disassemble or test products and items provided which contain Confidential Information without the consent of the disclosing party. Third parties in the abovementioned sense are not affiliated companies of the parties within the meaning of §§ 15 et seq. AktG provided that confidentiality in accordance with the provisions of this § 10 is ensured. Only such information shall be excluded from the above obligation of secrecy that are necessary for the proper performance of the present Agreement.

4. In the event that one party is legally compelled to disclose Confidential Information of the other party, it shall immediately inform the other party.

5 The parties warrant to each other that the provisions of this confidentiality agreement shall also be observed by employees and other vicarious agents and those of affiliated companies within the meaning of §§ 15 et seq. AktG, even after termination of the contractual relationship between the respective party and its employees and vicarious agents. The parties shall be liable for breaches of confidentiality by their representatives and assistants as if they were at fault.

6. The receiving party shall promptly notify the disclosing party in writing if it becomes aware of any unauthorized use or disclosure of the disclosing party's Confidential Information and shall, upon request of the disclosing party, take all reasonable measures to prevent any further unauthorized use or disclosure of the disclosing party's Confidential Information.

## § 11 Data Protection; Access to Data

1. The Partner acknowledges that the Provider stores data from the contractual relationship in accordance with applicable European and national data protection law for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. insurance companies) to the extent necessary for the performance of the contract.

2. During the term of this Agreement, the Provider has access to personal data of the Partners as well as to personal data of the Users of the Portals. Information about the category of this personal data and the conditions of access follow from the User Privacy Policy and the Partner Privacy Policy. Notwithstanding § 11 number 6, the Provider does not grant the Partners access to these data.

3. The Provider also automatically collects and stores non-personal data for the evaluation of the click and navigation behaviour of the User of the Portals on its own and on third-party servers, such as a section of the User's IP address (but not the full IP address), the article numbers of the Partner products, the number of clicks on the Partner products, the turnover of the Partners with the end customers referred by the Provider, as well as the delivery costs charged to the end customer by the Partner.

4. The Provider makes the data specified in accordance with § 11 numbers 2 and 3 available to third parties in anonymised and aggregated form for marketing purposes, as publication in industry magazines and for billing purposes towards third parties. The Partner has no possibility to refuse such data transfer.

5. After the end of the Agreement, the Provider continues to have access to the information provided or generated by the Partner by means of a customer management system.

6. During the term of this Agreement, the Partner has access to the personal or other data which the respective Partner has made available to the Provider in connection with the use of the Portals and which were generated in the course of the provision of the Portals for this Partner. Information on the category of this personal data and the conditions of access are set out in the User Privacy Policy and the Partner Privacy Policy. The Provider shall provide the Partner on request at any time with complete and free information on the stored data stock, insofar as it concerns the Partner. The same applies to the right to correction, deletion and blocking.

7. During the term of this Agreement, the Partner has access to personal or other data that has been made available or generated in the course of operating the Portals for all Partners. Information on the category of this personal data and the conditions of access are set out in the User Privacy Policy and the Partner Privacy Policy.

## § 12 Internal Complaint-Handling System

1. The Provider has set up an internal complaint-handling system to deal with complaints from the Partners. This system is accessible to the Partners free of charge at [www.meubles.media/Reclamations](http://www.meubles.media/Reclamations). The Provider shall examine and handle all complaints received via the complaint-handling system within a reasonable time frame, taking into account the importance and complexity of the respective complaint. The Provider will then inform the complaining Partner of the result of the internal complaint management procedure.

2. The submission of a complaint to the Provider is possible in the following cases:

- a. alleged non-compliance with the Regulation (EU) 2019/1150 affecting the Partner lodging the complaint,
- b. technological issues which relate directly to the provision of the service on the Portals and affecting the complaining Partner, or
- c. measures taken by, or behaviour of the Provider which relate directly to the provision of the service on the Portals and which affect the Partner making the complaint.

## § 13 Mediation

1. In order to achieve an out-of-court settlement of any disputes between the Provider and the Partner which cannot be resolved by the means of the internal complaint management system referred to in § 12, the Provider is prepared to cooperate with the following mediators

- Bundesverband Informationswirtschaft, Telekommunikation und neue Medien e. V. ([www.bitkom.org](http://www.bitkom.org))
- Bundesverband Onlinehandel e.V. (<https://bvoh.de/verband/p2b-verordnung-mediation-onlinehandel/>)

2. The Provider and the Partners shall participate in good faith in all attempts at mediation made pursuant to this § 13.

3. An attempt at mediation under this § 13 shall not affect the right of the Provider or the Partner concerned to bring an action before the courts at any time before, during or after the mediation.

4. In order to obtain further information on the functioning and effectiveness of mediation, the Partner may, before or during mediation, address such a request for information to the following contact address of the Provider: [reclamations@meubles.fr](mailto:reclamations@meubles.fr).

## § 14 Term of Contract, Termination

1. The minimum term of an Agreement is one month. The existing Agreement can be terminated at the end of each month with a 30-day notice period. If the Agreement is not terminated in due time, it will be automatically extended by another month.

2. The right to extraordinary termination for good cause remains unaffected. In this respect the statutory provisions shall apply.

2.1 A reason for extraordinary termination is available for the Provider in particular if:

a. the Partner provides incorrect or incomplete information during registration and does not correct it even after being asked to do so;

b. the Partner does not immediately notify changes to the information or documents provided in the registration process and makes the relevant documents available;

c. the Partner does not provide information or documents requested by the Provider which are necessary at the discretion of the Provider, or does not tolerate necessary checks;

d. the Partner objects to the validity of amendments to the GTC or the Annexes to the GTC within the period specified in § 1 number 4;

e. the Partner culpably violates the aforementioned requirements despite a previous warning from the Provider due to a violation of the provisions of the Partner Agreement (in particular the Partner GTC), the rights of third parties, the law or common decency;

- f. the Partner is in default with the payment of invoices;
- g. the Partner violates its obligations under § 4 (granting rights of use for Materials);
- h. the Partner breaches its contractual obligations towards the User and does not remedy or refrain from remedying the breach of duty even after being requested to do so by the User; or
- i. the Partner Account has been permanently blocked in accordance with § 3 number 7, § 4 number 5 and/or § 6 number 7 of these GTC.

2.2 In this case, the Provider shall immediately provide the Partner with a justification for the decision on a permanent data carrier, unless such a decision would violate legal or officially ordered obligations or it can be proven that the Partner concerned has repeatedly violated the applicable GTC.

## **§ 15 Final Provisions**

1. The Provider is entitled to transfer rights and obligations arising from this Agreement to ProSiebenSat.1 Media SE and all companies affiliated with it pursuant to §§ 15 et seq. AktG.
2. The material law of the Federal Republic of Germany shall apply to this Agreement and all claims arising from and in connection with this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this contract.
3. If the Partner does not have a general place of jurisdiction in Germany or in another EU member state, or if the Partner is a businessman or if the Partner has moved its domicile or habitual residence abroad after this Agreement has come into effect, or if the place of residence of the Partner or its domicile or usual place of residence is not known at the time of the institution of legal proceedings, the place of exclusive jurisdiction for all disputes arising from this Agreement shall be Hamburg.
4. Should individual provisions of these GTC be invalid, the validity of the remaining provisions of the Agreement shall not be affected. Ineffective provisions are to be replaced, if possible, by such effective provisions which essentially achieve the desired economic objectives.