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LEGAL DOCUMENT

Web Design – Terms and Conditions (including Privacy Information)

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> ! Translated with AI from German. Only the **German version** is legally valid.

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General Terms and Conditions with Customer Information & Information on Data Protection

A. General Terms and Conditions with Customer Information

1) Scope

1.1 These General Terms and Conditions (hereinafter "GTC") of ASCEND GmbH (hereinafter "Contractor"), shall apply to all contracts for the provision of web design services that an entrepreneur (hereinafter "Customer") concludes with the Contractor with regard to the services presented by the Contractor on its website. The inclusion of the Customer's own conditions is hereby objected to, unless something else has been agreed.

1.2 An entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or independent professional activity when concluding a legal transaction.

1.3 Within the meaning of these GTC, authorities and other institutions under public law are also considered entrepreneurs if they act exclusively under private law when concluding the contract.

2) Subject Matter of the Contract

2.1 The subject matter of the contract shall be determined by the individual agreements between the Contractor and the Customer. The Contractor is not obligated to perform any services that have not been specifically agreed upon between the parties.

2.2 The Contractor owes the Customer the conception, design, and implementation of a website. This shall generally include

- the development of a conception,
- the coordination of the conception with the Customer,
- the graphic design of the conception coordinated with the Customer,
- the technical implementation of the conception and design, and
- upon agreement between the Contractor and the Customer, also the programming of the website in accordance with the current state of technology at the time of contract conclusion.

2.3 Further services are not covered by this contract. This includes, among other things, the following services, which the Contractor and the Customer must therefore agree upon and compensate separately:

- The transfer of so-called open files to the Customer
- The acquisition of usage rights to images, graphics, texts, software, or other protected elements from third parties
- Research on the availability of specific domains

- The registration of domains for the Customer and further services related to domains for the Customer
- The hosting of the website, i.e., the provision of web space (storage space) on servers of the Contractor or third parties
- The content-related and technical maintenance and care of the website

2.4 The Contractor may provide its services personally or through qualified personnel selected by it. In doing so, the Contractor may also use the services and performances of third parties (subcontractors) who act on its behalf to fulfill its contractual service obligations. Unless the parties have agreed otherwise, the Customer has no claim to the selection of a specific person to carry out the desired service.

3) Conclusion of the Contract

3.1 The Customer may submit a non-binding request for a quote to the Contractor via a contact form provided online by the Contractor, in text form (e.g., by e-mail), or by telephone.

3.2 Upon the Customer's request, the Contractor shall send the Customer a binding offer in text form (e.g., by e-mail) for the provision of the service or services requested by the Customer. The Customer may accept this offer by submitting a declaration of acceptance to the Contractor in text form (e.g., by e-mail) within 7 (seven) days of receipt of the offer, whereby the day on which the offer was received shall not be counted for the calculation of the period. If the last day of the period for acceptance of the offer falls on a Saturday, Sunday, or a generally recognized public holiday at the Customer's registered office, the next working day shall take the place of such a day. If the Customer does not accept the Contractor's offer within the aforementioned period, the Contractor shall no longer be bound by its offer.

3.3 The order processing and contact shall generally take place by e-mail. The Customer shall ensure that the e-mail address provided by the Customer for order processing is correct, so that e-mails sent by the Contractor can be received at this address. In particular, when using SPAM filters, the Customer shall ensure that all e-mails sent by the Contractor or by third parties commissioned by the Contractor with order processing can be delivered.

3.4 German shall be the exclusive language available for the conclusion of the contract.

4) Remuneration, Prices, Payment Terms

4.1 Unless expressly agreed otherwise between the Contractor and the Customer, all services provided by the Contractor to the Customer are subject to remuneration. Suggestions, drafts, or other contributions by the Customer, its employees, or other persons involved on the Customer's side in the execution of this contract shall have no effect on the amount of the Contractor's remuneration. Services provided by the Contractor that are not covered by the scope of this contract, such as special, ancillary, or additional services provided by the Contractor, are also subject to remuneration and shall be compensated separately.

4.2 The Customer is obligated to pay the Contractor the contractually agreed remuneration for its services under this contract. This remuneration consists of a design fee and a usage fee, unless the parties have expressly agreed otherwise. Not included in this remuneration are any services that the Contractor obtains from third parties in accordance with corresponding arrangements with the Customer and must compensate these third parties for, such as for the acquisition of licenses or usage rights to images, graphics, texts, software, or other protected elements, which shall each be invoiced separately between the parties, unless the parties have expressly agreed otherwise.

(1) The design fee corresponds to the amount that the Contractor and the Customer agree upon as a design fee for:

- the development of a conception,
- the coordination of the conception with the Customer,
- the graphic design of the conception coordinated with the Customer,
- the technical implementation of the conception and design, and
- if applicable, the programming of the website in accordance with the current state of technology at the time of contract conclusion.

(2) The usage fee shall be determined based on the scope of usage agreed upon between the Contractor and the Customer with regard to the Contractor's services under this contract and corresponds to the amount that the Contractor and the Customer agree upon as a usage fee. Further uses of the Contractor's services beyond this, based on this contract by the Customer, must be compensated by the Customer additionally and separately.

(3) Unless the parties have agreed otherwise, the amount of the design fee and the usage fee shall be based on the remuneration tariff of the Allianz deutscher Designer (AGD) e.V. valid at the time of contract conclusion, as concluded between it and the Vereinigung Selbstständige Design-Studios (SDSt). The remuneration tariff of the Allianz deutscher Designer (AGD) e.V. can be requested from the Contractor at any time.

4.3 In the event of delays in the execution of services under this contract for reasons attributable to the Customer, the Contractor shall have the right to demand a reasonable increase in remuneration.

4.4 Unless the Contractor's service description states otherwise, the amounts quoted are total prices.

5) Remuneration for Additional Services

5.1 If the Contractor provides additional services upon agreement with the Customer that go beyond the services originally owed by the Contractor under this contract, such as the adaptation or modification of already acceptable conceptions, drafts, designs, programming, or other services, the Customer is obligated to compensate the Contractor for these services in accordance with the agreed hourly rate and other agreements of the parties based on the actual time spent. If the Contractor and the Customer have not agreed upon an hourly rate or made any other agreement for this purpose, the Customer is obligated to compensate for the time spent in accordance with the remuneration tariff of the Allianz deutscher Designer (AGD) e.V. valid at the time of contract conclusion, as concluded between it and the Vereinigung Selbstständige Design-Studios (SDSt).

5.2 The Contractor has the right, after prior consultation with the Customer, to acquire third-party services required for the fulfillment of this contract in the name and on behalf of the Customer. This applies in particular, but not exclusively, to the acquisition of licenses or usage rights to images, graphics, texts, software, or other protected elements, or also to the rental of storage space on servers of third-party providers for the purpose of web hosting of the website. The Customer obligates itself to grant the Contractor power of attorney for this purpose and hereby does so immediately. In the case of the acquisition of such third-party services, the Customer obligates itself to indemnify the Contractor internally from all remuneration claims arising from the contracts concluded with the respective third-party providers. The Contractor is entitled to invoice these costs as soon as they are invoiced to the Contractor by the third party.

5.3 The Customer is obligated to reimburse expenses and other ancillary costs that necessarily arise for the Contractor after prior consultation between the Contractor and the Customer in connection with the fulfillment of this contract, such as possibly for the production of photographs, models, teasers, or web hosting.

6) Acceptance, Due Date of Remuneration

6.1 The Contractor's services shall be made available to the Customer for inspection and acceptance. The Customer is obligated to accept services provided by the Contractor that conform to the contract. If no justified objections are raised, acceptance shall take place within a reasonable period, but in any case within a period of seven (7) days from delivery of the respective services to the Customer. It shall be equivalent to acceptance if the Customer does not accept the services within the aforementioned period, although it is obligated to do so.

6.2 If the Customer requests changes from the Contractor after acceptance according to the preceding paragraph, the Contractor may charge the Customer additional effort-based remuneration for this. The Contractor shall send the Customer a specific offer upon the Customer's request. The Customer's statutory defect rights are not limited hereby.

6.3 Within the scope of the agreements between the Contractor and the Customer, the Contractor is entitled to creative freedom. The Customer may not refuse acceptance for design or artistic reasons. The Customer's defect claims based on design or artistic reasons are excluded.

6.4 The Contractor's remuneration shall become due in installments as follows, unless the parties have expressly agreed otherwise:

- 50 percent of the contractually agreed total remuneration shall become due at the time of contract conclusion.
- 30 percent of the contractually agreed total remuneration shall become due at the time when the Contractor has presented the concept and design to the Customer.
- 20 percent of the contractually agreed total remuneration shall become due upon delivery of the Contractor's services under this contract.

7) Schedule

7.1 The Contractor shall provide its services within the time periods agreed upon with the Customer and at the respectively agreed times.

7.2 Unless expressly agreed otherwise between the Contractor and the Customer, the Contractor shall begin fulfillment of the contract at the earliest when the first installment payment has been received by the Contractor. Delays in the payment of the agreed installments shall shift the agreed schedules and dates accordingly.

8) Customer's Cooperation Obligations

8.1 The Customer is obligated to cooperate to the extent necessary for the proper fulfillment of the Contractor's contractual services. In particular, the Customer must keep agreed appointments.

8.2 If the Customer breaches its cooperation obligation, the Contractor is entitled to set a reasonable deadline with the declaration that it refuses to continue the contract after the deadline expires. After the deadline has expired without success, the Contractor is entitled to terminate the contract without notice. The Contractor's claim for reimbursement of additional expenses incurred by it due to the Customer's failure to cooperate, as well as for damages caused, shall remain unaffected by this.

9) Obligations Regarding Attribution, Distortions

9.1 The Customer is obligated to indicate the Contractor's name and, upon the Contractor's request, also the Contractor's contact details in the imprint of the website that the Contractor creates for the Customer on the basis of these GTC, unless such attribution is completely unusual in the Customer's industry.

9.2 The Contractor has the right to prohibit distortions or other impairments of its conceptions, drafts, designs, programming, and other protected or protectable services, including web designs, that arise on the basis of the contract between the Contractor and the Customer, to the extent that these distortions or other impairments are capable of jeopardizing the legitimate intellectual or personal interests of the author in the services.

10) Granting of Rights by the Customer, Indemnification

10.1 The Customer assures that it is authorized to use, transfer, and transmit all samples, templates, data carriers, files, data, and other materials, documents, and information (e.g., images, graphics, texts, and templates) that it makes available to the Contractor in physical or electronic form.

10.2 The Customer grants the Contractor the rights required for the contractual processing and provision of the samples, templates, data carriers, files, data, and other materials, documents, and information transferred or transmitted to the Contractor.

10.3 To the extent that, contrary to the aforementioned assurance, there is a lack of authorization for use, transfer, or transmission, the Customer is obligated to indemnify the Contractor from all third-party claims in this connection and to bear the necessary costs of legal defense including all court and attorney fees in the statutory amount. This shall not apply if the legal violation is not attributable to the Customer. In the event of third-party claims, the Customer is obligated to provide the Contractor immediately, truthfully, and completely with all information necessary for the examination of the claims and the defense against them.

11) Granting of Usage Rights by the Contractor

11.1 The Customer may use and exploit all conceptions, drafts, designs, programming, and other protected or protectable services, including web designs, of the Contractor that arise on the basis of the contract between the Contractor and the Customer (hereinafter also "Contract Services") only in accordance with the agreements made with the Contractor regarding usage and exploitation rights, in particular with regard to the type, scope, duration, and territory of use. Any unauthorized use and exploitation of the protected Contract Services beyond the agreements made with the Contractor is not permitted.

11.2 Upon full payment of the remuneration, the Contractor grants the Customer the usage and exploitation rights to the Contract Services to the extent expressly agreed upon between the parties. If such an express agreement is lacking, upon full payment of the remuneration, the Contractor grants the Customer the usage and exploitation rights to the Contract Services required for the respective contract purpose. Unless the parties have agreed otherwise, in case of doubt, the Contractor grants the Customer only a simple (non-exclusive) usage right.

11.3 The Contractor grants the Customer only usage rights to the conceptions, drafts, and layout files as well as to the other objects, files, and data that arise on the basis of the contract, and does not transfer ownership of these to the Customer, unless the parties have expressly agreed otherwise. The conceptions, drafts, and layout files as well as the other objects, files, and data that arise on the basis of this contract shall remain the property of the Contractor, who is not obligated to surrender these pursuant to this contract. The Contractor and the Customer may agree on the surrender of these against separate remuneration.

11.4 Any transfer, partial transfer, or granting of usage rights, including sublicenses, to the Contractor's Contract Services requires the Contractor's prior written consent.

11.5 Any uses and exploitations of the Contract Services that go beyond the agreed scope are permitted only with the prior consent of the Contractor and obligate the Customer to pay a corresponding additional usage fee to the Contractor. In the case of unauthorized uses and exploitations, the Contractor has the right to assert claims for injunctions and damages against the Customer in accordance with the statutory provisions.

11.6 Unless expressly agreed otherwise between the parties, any complete or partial imitation, processing, as well as other modification and alteration of the Contract Services without the prior written consent of the Contractor is not permitted.

12) Self-Promotion of the Contractor

12.1 The Contractor has the right to use all Contract Services for the purpose of the Contractor's self-promotion in all media, indicating the Customer's name, including referring to the activities performed for the Customer in this context, unless the parties have expressly agreed otherwise.

12.2 This right to self-promotion does not exist if the Customer has informed the Contractor of any confidentiality interest that opposes such use.

13) Defect Liability (Warranty)

13.1 For defects in the agreed services, the Contractor shall be liable in accordance with the statutory defect liability provisions, unless otherwise regulated in these GTC.

13.2 The Customer must inspect all services delivered by the Contractor for any defects without undue delay and release them, to the extent that the Contractor has requested this from the Customer or this is otherwise necessary. To the extent that the Customer releases the Contractor's services, any defect rights regarding obvious defects are excluded.

13.3 Obvious defects in the Contractor's services must be reported by the Customer in writing to the Contractor within 14 days after delivery of the respective services. If the Customer fails to provide the defect notification, the services shall be deemed approved, unless it concerns a defect that was not recognizable upon inspection. Timely dispatch of the defect notification shall be sufficient to meet the deadline.

14) Liability

14.1 The Contractor shall not be liable for damages caused by disruption of its operations due to force majeure, civil unrest, war, and natural events, or due to other events beyond the Contractor's control (e.g., strike, lockout, traffic disruptions, orders from public authorities in Germany or abroad). This shall also apply to the extent that such disruptions occur with third parties commissioned by the Contractor.

14.2 Otherwise, the Contractor shall be liable to the Customer for all contractual, quasi-contractual, and statutory—including tortious—claims for damages and reimbursement of expenses as follows:

14.3 The Contractor shall be liable without limitation for any legal reason

- in cases of intent or gross negligence,
- in cases of intentional or negligent injury to life, body, or health,
- based on a guarantee promise, unless otherwise regulated in this regard,
- based on mandatory liability, such as under the Product Liability Act.

14.4 If the Contractor breaches a material contractual obligation through negligence, liability shall be limited to the contract-typical, foreseeable damage, unless the Contractor is otherwise liable without limitation pursuant to the preceding paragraph. Material contractual obligations are obligations that

the contract imposes on the Contractor according to its content to achieve the purpose of the contract, the fulfillment of which enables the proper execution of the contract in the first place, and on the compliance with which the Customer may regularly rely.

14.5 Otherwise, liability of the Contractor is excluded.

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

15) Termination of the Contract

15.1 The Customer may terminate the contract at any time until the services are completed. If the Customer terminates, the Contractor is entitled to demand the agreed remuneration; however, the Contractor must credit anything that it saves in expenses due to the termination of the contract or acquires or maliciously fails to acquire through other use of its labor. It shall be presumed that the Contractor is entitled to a share in the amount of five (5) percent of the agreed remuneration that relates to the portion of the services not yet performed.

15.2 Both parties may terminate the contract for good cause without observing a notice period. Good cause exists if, taking into account all circumstances of the individual case and weighing the interests of both parties, the continuation of the contractual relationship until completion cannot be expected of the terminating party.

16) Applicable Law

16.1 The law of the Federal Republic of Germany shall apply to all legal relationships of the parties, excluding the laws on the international sale of movable goods.

16.2 If the Customer acts as a merchant, a legal entity under public law, or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the Contractor's registered office. If the Customer has its registered office outside the territory of the Federal Republic of Germany, the Contractor's registered office shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the Customer's professional or commercial activity. However, in the above cases, the Contractor shall in any event be entitled to bring an action before the court at the Customer's registered office.

B. Information on Data Protection

1) Information on the Collection of Personal Data and Contact Details of the Controller

1.1 Below we inform you about the handling of your personal data in connection with our

commissioning. Personal data in this context means all data with which you can be personally identified.

1.2 The controller responsible for data processing within the meaning of the General Data Protection Regulation (DSGVO) is ASCEND GmbH, Wilhelm-Spaeth-Str. 2, 90461 Nürnberg, Germany, Tel.: +49-911-148875-0, Fax: +49-911-148875-99, E-mail: team@ascend.de.

1.3 The controller responsible for the processing of personal data is the natural or legal person who alone or jointly with others determines the purposes and means of the processing of personal data.

2) Data Processing for Order Execution

2.1 To fulfill our contractual obligations in the event of an order placement, we may capture, store, and process images of persons that may allow conclusions to be drawn about the identity of the persons depicted. If the image files are shared with external service providers for storage and/or processing, we will inform you about this in our offer. No further disclosure will be made. The aforementioned processing operations are carried out exclusively for the purpose of order execution pursuant to Art. 6(1)(b) DSGVO. After completion of the order, the relevant image files will be completely deleted, unless we have agreed otherwise with you.

2.2 We disclose your payment data to the commissioned credit institution to the extent necessary for payment processing. The legal basis for the disclosure of data is Art. 6(1)(b) DSGVO.

3) Rights of the Data Subject

3.1 Applicable data protection law grants you comprehensive rights of the data subject (rights of access and intervention) vis-à-vis the controller with regard to the processing of your personal data, which we inform you about below:

- Right to access pursuant to Art. 15 DSGVO: You have in particular the right to obtain access to your personal data processed by us, the processing purposes, the categories of personal data processed, the recipients or categories of recipients to whom your data has been or will be disclosed, the planned storage duration or the criteria for determining the storage duration, the existence of a right to rectification, erasure, restriction of processing, objection to processing, the right to lodge a complaint with a supervisory authority, the source of your data if it was not collected by us from you, the existence of automated decision-making including profiling and, where applicable, meaningful information about the logic involved and the scope and intended impact of such processing on you, as well as your right to be informed about the guarantees provided pursuant to Art. 46 DSGVO when your data is transferred to third countries;
- Right to rectification pursuant to Art. 16 DSGVO: You have the right to obtain the rectification of inaccurate data concerning you and/or the completion of incomplete data stored with us without undue delay;
- Right to erasure pursuant to Art. 17 DSGVO: You have the right to request the erasure of your personal data if the conditions of Art. 17(1) DSGVO are met. However, this right does not exist in particular if the processing is necessary for exercising the right of freedom of expression and

information, for compliance with a legal obligation, for reasons of public interest, or for the establishment, exercise, or defense of legal claims;

- Right to restriction of processing pursuant to Art. 18 DSGVO: You have the right to request the restriction of processing of your personal data for as long as the accuracy of your data disputed by you is being verified, if you refuse to have your data erased due to unlawful data processing and instead request the restriction of processing of your data, if you need your data for the establishment, exercise, or defense of legal claims after we no longer need this data after the purpose has been fulfilled, or if you have raised an objection for reasons relating to your particular situation for as long as it has not yet been determined whether our legitimate grounds override your interests;
- Right to notification pursuant to Art. 19 DSGVO: If you have exercised your right to rectification, erasure, or restriction of processing against the controller, the controller is obligated to notify all recipients to whom the personal data concerning you has been disclosed of this rectification or erasure of data or restriction of processing, unless this proves impossible or involves disproportionate effort. You have the right to be informed about these recipients.
- Right to data portability pursuant to Art. 20 DSGVO: You have the right to receive your personal data that you have provided to us in a structured, commonly used, and machine-readable format or to request the transmission to another controller, to the extent this is technically feasible;
- Right to withdraw consent given pursuant to Art. 7(3) DSGVO: You have the right to withdraw consent to the processing of data at any time with effect for the future. In the event of withdrawal, we will delete the affected data without undue delay, unless further processing cannot be based on a legal basis for processing without consent. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal;
- Right to lodge a complaint pursuant to Art. 77 DSGVO: If you are of the opinion that the processing of personal data concerning you violates the DSGVO, you have - without prejudice to any other administrative or judicial remedy - the right to lodge a complaint with a supervisory authority, in particular in the Member State of your place of residence, your place of work, or the place of the alleged violation.

3.2 RIGHT TO OBJECT

IF WE PROCESS YOUR PERSONAL DATA ON THE BASIS OF OUR PREDOMINANT LEGITIMATE INTEREST WITHIN THE SCOPE OF A BALANCING OF INTERESTS, YOU HAVE THE RIGHT TO OBJECT TO THIS PROCESSING AT ANY TIME ON GROUNDS ARISING FROM YOUR PARTICULAR SITUATION, WITH EFFECT FOR THE FUTURE.

IF YOU EXERCISE YOUR RIGHT TO OBJECT, WE WILL CEASE PROCESSING THE AFFECTED DATA. HOWEVER, FURTHER PROCESSING REMAINS RESERVED IF WE CAN DEMONSTRATE COMPELLING LEGITIMATE GROUNDS FOR PROCESSING THAT OVERRIDE YOUR INTERESTS, FUNDAMENTAL RIGHTS, AND FUNDAMENTAL FREEDOMS, OR IF THE PROCESSING SERVES THE ESTABLISHMENT, EXERCISE, OR DEFENSE OF LEGAL CLAIMS.

IF YOUR PERSONAL DATA IS PROCESSED BY US FOR THE PURPOSE OF DIRECT ADVERTISING, YOU HAVE THE RIGHT TO OBJECT AT ANY TIME TO THE PROCESSING OF PERSONAL DATA CONCERNING YOU FOR THE PURPOSE OF SUCH ADVERTISING. YOU MAY EXERCISE THE OBJECTION AS DESCRIBED ABOVE.

IF YOU EXERCISE YOUR RIGHT TO OBJECT, WE WILL CEASE PROCESSING THE AFFECTED DATA FOR DIRECT ADVERTISING PURPOSES.

4) Duration of Storage of Personal Data

The duration of storage of personal data is determined on the basis of the respective legal basis, the processing purpose, and - where applicable - additionally on the basis of the respective statutory retention periods (e.g., commercial and tax law retention periods).

When processing personal data on the basis of explicit consent pursuant to Art. 6(1)(a) DSGVO, the affected data will be stored until you withdraw your consent.

If there are statutory retention periods for data that is processed in the context of contractual or pre-contractual obligations on the basis of Art. 6(1)(b) DSGVO, this data will be routinely deleted after the retention periods have expired, unless it is no longer required for the fulfillment of the contract or the initiation of a contract and/or there is no overriding legitimate interest on our part for continued storage.

When processing personal data on the basis of Art. 6(1)(f) DSGVO, this data will be stored until you exercise your right to object pursuant to Art. 21(1) DSGVO, unless we can demonstrate compelling legitimate grounds for processing that override your interests, rights, and freedoms, or the processing serves the establishment, exercise, or defense of legal claims.

When processing personal data for the purpose of direct advertising on the basis of Art. 6(1)(f) DSGVO, this data will be stored until you exercise your right to object pursuant to Art. 21(2) DSGVO.

Unless otherwise results from other information in this statement regarding specific processing situations, stored personal data will otherwise be deleted when it is no longer necessary for the purposes for which it was collected or otherwise processed.

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