

General Terms and Conditions of Your Force Support - UG (Haftungsbeschränkt)

Version: 20150711

These Terms and Conditions are applicable to every offer or proposal by Your Force Support - UG (Haftungsbeschränkt) concerning services and constitute an integral part of every service agreement between Your Force Support - UG (Haftungsbeschränkt) and the Customer. Stipulations or terms or conditions set by the Customer that deviate from or do not appear in these General Terms and Conditions are only binding on Your Force Support - UG (Haftungsbeschränkt) if and insofar as they have been expressly accepted in writing by Your Force Support - UG (Haftungsbeschränkt).

Article 1. Definitions of terms used

In these General Terms and Conditions the following terms have the following meanings:

1.1 Your Force Support - UG (Haftungsbeschränkt):

The one-man business Your Force Support - UG (Haftungsbeschränkt) is located in Neustadt an der Weinstrasse at Eichstrasse 42, P.O. Box 67434
Proprietor: Susanne Bellmann, telephone: 0049 (0) 175 248 0554
Bank Account: IBAN: NL91 INGB0661623645 BIC: INGBNL2A
VAT number: DE 340718772

1.2 Your Force Support - UG (Haftungsbeschränkt) Website:

The website of Your Force Support - UG (Haftungsbeschränkt) is accessible via the domain <https://www.yourforcesupport.com>.

1.3 Subscription:

The service agreement whereby one or more of the parties undertakes to perform something continuously or repeatedly over a certain period of time (for example a hosting contract of 12 months).

1.4 Account:

The right of access to a user interface that enables the Customer to manage and configure (certain aspects of) the Services as well as the configuration(s) and files themselves which are stored for the Customer.

1.5 General Terms and Conditions:

The provisions of the present document.

1.6 Client:

The natural person or legal entity with whom Your Force Support - UG (Haftungsbeschränkt) has concluded a service agreement. It also means whoever enters into or is in negotiations with Your Force Support - UG (Haftungsbeschränkt) about this, as well as his/her/its representative(s), proxy(ies), assignee(s) and heirs.

1.7 Services:

The products and/or services that Your Force Support - UG (Haftungsbeschränkt) will provide to the Customer pursuant to a service agreement.

1.8 Materials:

All works, such as websites and (web) applications, software, corporate identities, logos, folders, brochures, leaflets, signage, advertising, marketing and/or communication plans, concepts, images, texts, sketches, documentation, opinions, reports, and other products of the mind, as well as materials preparatory thereto and (whether or not encrypted) files or data carriers on which the Materials are located.

1.9 Service agreement:

Every service agreement between Your Force Support - UG (Haftungsbeschränkt) and the Customer, based on which Your Force Support - UG (Haftungsbeschränkt) provides Services to the Customer.

1.10 In writing:

The service agreement must be in writing or by electronic means (e-mail/ticket system), provided that the identity of the sender and the integrity of the message is sufficiently established.

1.11 Applications With Increased Risk:

Applications in which a fault in the Services could lead to death or serious injury, severe environmental damage or loss of (personal) data with very high consequential damage. Examples of Applications with increased risk: transportation systems where a fault may result in derailment of trains or the crashing of airplanes; medical systems where a fault may result in a patient receiving no treatment at all or an incorrect treatment; systems on which a substantial portion of the population is dependent for the allocation of key public services such as DigiD; systems in which (many) medical records or other special data within the meaning of the Data Protection Act, or otherwise highly sensitive data are stored.

Article 2. Conclusion of (service) agreement

2.1 The Client can apply for the services directly from the Your Force Support - UG (Haftungsbeschränkt) website. The service agreement comes into being at the moment of sending the e-mail/ticket (whether or not generated automatically) by Your Force Support - UG (Haftungsbeschränkt) containing the confirmation and acceptance of the application. The Client can also request a no-obligation quote. The service agreement comes into being at the moment of receipt of agreement to the quote, provided this takes place before the end date mentioned in the quote.

2.2 If the Customer is a consumer, the Customer has the right, during a period of 14 days from the moment the order has been placed, to terminate the service agreement in writing and free of charge.

2.3 The term "consumer" means: any natural person who is acting for purposes other than his or her business or professional activities.

2.4 In service contracts with consumers where use is made only of electronic communications, the consumer has the right, without penalty and without giving any reasons therefor, to exercise a right of withdrawal. The withdrawal period is 14 (fourteen) calendar days commencing on the day on which the service agreement is concluded. To cancel, use the Withdrawal Form:
https://www.yourforcesupport.com/index.php?option=com_proforms&view=form&jid=2.

2.5 The right of withdrawal does not apply to service agreements where the fulfillment has begun with the express prior consent of the consumer and the consumer has waived the right of withdrawal once Your Force Support - UG (Haftungsbeschränkt) has fulfilled the agreement.

Article 3. Implementation of the service contract

3.1 After the service agreement comes into being, Your Force Support - UG (Haftungsbeschränkt) will fulfill it to the best of its abilities and using due care and skill.

3.2 Your Force Support - UG (Haftungsbeschränkt) will strive to achieve good quality and uninterrupted availability of Services and associated systems and networks, and to achieve access to the data thereby stored by the Customer. However, Your Force Support - UG (Haftungsbeschränkt) provides no guarantees about quality or availability.

- 3.3 Times of delivery specified by Your Force Support - UG (Haftungsbeschränkt) are always an approximation.
- 3.4 If and insofar as the proper implementation of the service agreement so requires, Your Force Support - UG (Haftungsbeschränkt) has the right to have certain work done by third parties. Any related unexpected additional costs are only borne by the Customer if previously agreed in writing. These General Terms and Conditions also apply to the activities performed by third parties as part of the service agreement.
- 3.5 If agreed, Your Force Support - UG (Haftungsbeschränkt) will provide the Customer with access to an account. The account will be accessible by entering a user name and password. Any action that takes place through the account of the Customer or through an account created by the Customer will be deemed to have been effected at the responsibility and risk of Customer. If the Customer suspects or has reasonable grounds to suspect or know that misuse of an account is taking place, the Customer must report this as soon as possible to Your Force Support - UG (Haftungsbeschränkt) so that the latter can take measures.
- 3.6 Your Force Support - UG (Haftungsbeschränkt) [will remain available to give a reasonable level of support to the Customer remotely via telephone, ticket system/e-mail during normal office hours.](#)
- 3.7 All changes in the service agreement, whether at the request of the Customer or due to the fact that through whatever circumstances some other implementation is necessary, will be considered as additional work when it involves added costs and as less work when it involves reduced costs. These will be billed accordingly to the Customer.

Article 4. Management of the system

- 4.1 Your Force Support - UG (Haftungsbeschränkt) is entitled, without any prior notice, to (temporarily) shut down the system or limit its use to the extent necessary for the reasonably required maintenance or for necessary adjustments or improvements to be made by Your Force Support - UG (Haftungsbeschränkt) to the system, without this giving rise to an entitlement on the part of the Customer to compensation from Your Force Support - UG (Haftungsbeschränkt).
- 4.2 Your Force Support - UG (Haftungsbeschränkt) is entitled at any time to make changes to the login procedure, to the account and e-mail addresses of the Customer, without this giving rise to an entitlement on the part of the Customer to compensation from Your Force Support - UG (Haftungsbeschränkt). In such a case, Your Force Support - UG (Haftungsbeschränkt) will notify the Customer as soon as possible of the changes.

Article 5. Obligations of the Customer

- 5.1 The Customer is obliged to do or omit everything reasonably necessary and desirable in order to enable a timely and proper implementation of the service agreement. In particular, the Customer will ensure that all data which Your Force Support - UG (Haftungsbeschränkt) indicates are necessary or which the Customer ought reasonably to understand to be necessary for the implementation of the Services are provided to Your Force Support - UG (Haftungsbeschränkt) in good time. The period of time within which Your Force Support - UG (Haftungsbeschränkt) is required to perform the service agreement will not commence until all the required and necessary data have been received by Your Force Support - UG (Haftungsbeschränkt).
- 5.2 If the Customer knows or could surmise that Your Force Support - UG (Haftungsbeschränkt) will need to take (additional) measures to meet its obligations, then the Customer will notify Your Force Support - UG (Haftungsbeschränkt) thereof without delay. This obligation applies, for example, if the customer knows or ought to anticipate that an unusual peak in the load on Your Force Support - UG (Haftungsbeschränkt)' systems will arise, which has some probability of causing unavailability of the services. This is especially true if the Customer knows that services are also provided to others through

the same systems as those used by Your Force Support - UG (Haftungsbeschränkt) to provide Services to the Customer. After being warned, Your Force Support - UG (Haftungsbeschränkt) will do everything possible to prevent unavailability of the services. Unless otherwise expressly agreed in writing, all reasonable additional costs incurred in so doing may be charged to the Customer.

5.3 Under no circumstances may the Customer use the services for applications with increased risk.

5.4 If the Customer requires any permit or other authorization from public authorities or third parties for the specific use for which it is using or intends to use the services, the Customer itself needs to take care of obtaining it. The Customer guarantees Your Force Support - UG (Haftungsbeschränkt) that it possesses all the permits and/or authorizations necessary for the use of the Services by the Customer.

Article 6. Rules of conduct and notice/takedown

6.1 In utilizing the services, the Customer is forbidden to violate German or other the legislation or regulations applicable to the Customer or Your Force Support - UG (Haftungsbeschränkt) or to infringe the rights of others.

6.2 It is forbidden by Your Force Support - UG (Haftungsbeschränkt) (whether legal or not) while using the services to offer or disseminate materials which:

- Are unmistakably primarily intended to be of assistance to others in violating the rights of third parties, such as websites with (wholly or mainly) hacking tools or explanations about computer crime which are obviously intended to enable the reader to (cause to) commit the criminal conduct described and not to enable it to protect itself against it;
- Are unmistakably libelous, defamatory, offensive, racist, discriminatory or hate-mongering;
- Contain pornographic or other objectionable materials or are manifestly aimed at helping others to find such materials;
- Constitute a violation of the personal privacy of third parties, in any event including but not limited to the unauthorized or unnecessary distribution of personal data of third parties or repeated harassment of third parties through communications not desired by them;
- Contain hyperlinks, torrents or reference data with (locations of) material that unmistakably violates copyright, neighboring rights or image rights;
- Contain unsolicited commercial (SPAM) or charitable communication or dissemination of ideas;
- Contain malicious content such as viruses or spyware.

6.3 The Customer will refrain from causing nuisance to other customers or Internet users or causing damage to systems or networks of Your Force Support - UG (Haftungsbeschränkt) or other customers. The Customer is forbidden to start up any processes or programs, either through the systems of Your Force Support - UG (Haftungsbeschränkt) or otherwise, that the Customer knows or can reasonably surmise will cause nuisance or damage to Your Force Support - UG (Haftungsbeschränkt), its customers or internet users.

6.4 If in the opinion of Your Force Support - UG (Haftungsbeschränkt) nuisance, damage or some other danger arises to the functioning of the computer systems or the network of Your Force Support - UG (Haftungsbeschränkt) or third parties and/or the service provision via the Internet, in particular through excessive sending of e-mail or other data, denial-of-service attacks, poorly secured systems or activities of viruses, trojans and similar software, Your Force Support - UG (Haftungsbeschränkt) is entitled to take any measures it considers reasonably necessary to avert or prevent this danger. Your Force Support - UG (Haftungsbeschränkt) may recoup the reasonably necessary costs associated with these actions from the Customer if the Customer can be blamed for the cause.

6.5 When Your Force Support - UG (Haftungsbeschränkt) receives a complaint about violation of this article by the Customer, or establishes itself that this appears to be the case, Your Force Support - UG (Haftungsbeschränkt) will inform the Customer as soon as possible of the complaint or violation. The

Customer will respond as soon as possible, after which Your Force Support - UG (Haftungsbeschränkt) will decide how to act.

- 6.6 If Your Force Support - UG (Haftungsbeschränkt) is of the opinion that there is a violation, it will block access to the material in question, but without permanently removing this material (unless this proves technically impossible, in which case Your Force Support - UG (Haftungsbeschränkt) will make a back-up). In so doing, Your Force Support - UG (Haftungsbeschränkt) will endeavor not to impact on any other materials. Your Force Support - UG (Haftungsbeschränkt) will inform the Customer as soon as possible of the measures taken.
- 6.7 Your Force Support - UG (Haftungsbeschränkt) is entitled at all times to report punishable offenses identified. Furthermore, Your Force Support - UG (Haftungsbeschränkt) is entitled to reveal the name, address and other identifying data of the Customer to a third party who complains that the Customer is infringing on its rights or these General Terms and Conditions, provided that the accuracy of that complaint is reasonably likely and the third party has a clear interest in release of the data.
- 6.8 Although Your Force Support - UG (Haftungsbeschränkt) strives to act as reasonably, carefully and effectively as possible after complaints about a Customer, Your Force Support - UG (Haftungsbeschränkt) is never liable to pay damages as a result of measures referred to in this article.
- 6.9 The Customer is permitted to provide the services onwards (to "resell" them), but only in conjunction with or as part of the Customer's own products or services and without revealing the name of Your Force Support - UG (Haftungsbeschränkt) as a supplier or subcontractor. The Customer shall indemnify Your Force Support - UG (Haftungsbeschränkt) against all claims by its customers. On violation of these General Terms and Conditions by those customers, Your Force Support - UG (Haftungsbeschränkt) may also act without restriction.

Article 7. Application for domain (names)

- 7.1 Application, allocation and possible use of a domain name depend on and are subject to the applicable rules and procedures of the relevant registration authorities, such as the Foundation for Internet Domain Registration Netherlands at .nl-domeinnamen. The relevant body decides on the allocation of domain names. Your Force Support - UG (Haftungsbeschränkt) only fulfills an intermediary role in the application and does not guarantee that a request will be honored.
- Policy of Your Force Support - UG (Haftungsbeschränkt): Your Force Support - UG (Haftungsbeschränkt) does not offer any domain names itself. Domain registration and billing is done by the domain name provider of your choice. Your Force Support - UG (Haftungsbeschränkt) only has a mediating role in order to fully guarantee transparency.
- 7.2 The Customer can only learn that the registration has taken place from the confirmation received from Your Force Support - UG (Haftungsbeschränkt), stating that the requested domain name has been registered. A bill for registration is not a confirmation of registration.
- 7.3 The Customer will indemnify and hold Your Force Support - UG (Haftungsbeschränkt) blameless for all damages related to (the use of) a domain name by or on behalf of the Customer. Your Force Support - UG (Haftungsbeschränkt) is not liable for loss by the Customer of its right(s) to a domain name or for the fact that the domain name is meanwhile requested and/or obtained by a third party.
- 7.4 Your Force Support - UG (Haftungsbeschränkt) is entitled to make the domain inaccessible or unusable, or to put it (or have it put) into its own name if a Customer demonstrably fails to fulfill the service contract, however, only for the period of time during which the customer is in default and only after a reasonable period for compliance stated in a written notice of default.

- 7.5 In the event of rescission of the service agreement for breach of contract by the Customer, Your Force Support - UG (Haftungsbeschränkt) is entitled to revoke a domain of the Customer with due observance of a notice period of two months.

Article 8. Storage and data limits

- 8.1 Your Force Support - UG (Haftungsbeschränkt) may set a maximum on the amount of storage space or data traffic per month that the Customer may or actually is able to use in the context of the services.
- 8.2 If the Customer should exceed the limits, then after having sent at least one warning message to the Customer about having exceeded the limits, Your Force Support - UG (Haftungsbeschränkt) may unilaterally convert the Customer's subscription to a subscription that accommodates the storage and data traffic.
- 8.3 There is no liability for consequences of inability to send, receive, store or change data if an agreed limit for storage space or data traffic has been exceeded.

Article 9 Intellectual property rights

- 9.1 The Customer guarantees that the materials supplied by it to Your Force Support - UG (Haftungsbeschränkt) have been obtained by it with consent and indemnifies Your Force Support - UG (Haftungsbeschränkt) against any third party claims (such as photographer, owner of the copyright and persons and things depicted).
- 9.2 All intellectual property rights on all materials developed by Your Force Support - UG (Haftungsbeschränkt) or made available in the context of the service agreement are vested exclusively in Your Force Support - UG (Haftungsbeschränkt) or its licensors.
- 9.3 The Customer shall only acquire the rights of use and authority explicitly granted in writing in these Terms and Conditions, the service agreement or otherwise and apart from that, the Customer will not reproduce or disclose these materials. The aforementioned does not apply if the explicit provision of such a right to the Customer has been undeniably overlooked by mistake. However, the issue of the source code of materials is always only mandatory if explicitly agreed.
- 9.4 Unless if and to the extent otherwise agreed in writing, the Customer is not allowed to remove or change any identifier regarding copyrights, trademarks, trade names or other intellectual property rights in these materials, including indications concerning the confidential nature and secrecy of the materials.
- 9.5 Your Force Support - UG (Haftungsbeschränkt) is permitted to take technical measures to protect its materials. If Your Force Support - UG (Haftungsbeschränkt) has secured these materials by means of technical protection, the Customer is not permitted to remove or circumvent this protection, except if and insofar as the law mandates the opposite.

Article 10. Prices

- 10.1 Unless it is otherwise expressly stated with respect to an amount, all prices mentioned by Your Force Support - UG (Haftungsbeschränkt) exclude value added tax and other levies imposed by the government.

- 10.2 If a price is based on data provided by the Customer and these data prove to be incorrect, then Your Force Support - UG (Haftungsbeschränkt) has the right to adjust the prices accordingly, even after the service agreement has already taken effect.
- 10.3 If the service agreement is for a subscription, Your Force Support - UG (Haftungsbeschränkt) is entitled to change the rates applied once a year unless reasonable circumstances arise that justify a change (for example in case of changes in prices from third parties).
- 10.4 Price changes are subject to the same conditions and procedures as apply to changing the services and these General Terms and Conditions.

Article 11. Payment conditions

- 11.1 Your Force Support - UG (Haftungsbeschränkt) will bill the Customer for the amounts owed by the Customer. Your Force Support - UG (Haftungsbeschränkt) may do so by issuing electronic bills. Your Force Support - UG (Haftungsbeschränkt) is entitled to periodically charge for amounts due prior to provision of the services.
- 11.2 Unless agreed otherwise in writing, the payment for a bill must be credited to the bank account of Your Force Support - UG (Haftungsbeschränkt) within 14 calendar days from the date of the bill.
- 11.3 If the Customer still has not fully paid 14 days after the deadline for payment, it will automatically be in default without any notice being required.
- 11.4 Automatic Renewals and Upgrades:
- Unless the Customer notifies Your Force Support - UG (Haftungsbeschränkt) before the end of the applicable subscription period that the Customer wants to cancel, the product will automatically renew and the Customer authorizes Your Force Support - UG (Haftungsbeschränkt) to collect the then-applicable annual, quarterly or monthly subscription fee for such renewal using any credit card or other payment mechanism are on a PCI Compliant record. Renewals can be canceled at any time in the ' [My Account](#)' section of the website <https://www.yourforcesupport.com>;
 - In case the number of accounts of a Ticket System or the storage upload space for a Ticket System or Website exceeds the scope of coverage for the Products Services as described: Your Force Support - UG (Haftungsbeschränkt) reserves the right to pro-rated upgrade the Customers' Product/Subscription to a matching level corresponding the Customers' Website or Ticket System and you authorize Your Force Support - UG (Haftungsbeschränkt) to collect the then-applicable fee for such upgrade using any credit card or other payment mechanism that are on a PCI Compliant record. Upgrades can be canceled at any time in the section of the website <https://www.yourforcesupport.com>;
- 11.5 If the Customer is in default, that has the following consequences:
- Statutory interest is due on the outstanding amount, or 2% per month, whichever is higher;
 - Apart from the amount owed and the interest due thereon, the Customer is bound to pay full compensation for both judicial and extrajudicial collection costs, including the costs of attorneys, lawyers, bailiffs and debt collection agencies;
 - The websites and other materials hosted for the Customer may be made inaccessible without further warning until the outstanding amounts, interest and so on have been settled.
- 11.5 Unless the Customer is a consumer, the Customer is not permitted to appeal against suspension, settlement or deduction.
- 11.6 In case the Customer fails to fulfill any obligation in the service contract, Your Force Support - UG (Haftungsbeschränkt) is entitled, in addition to the suspension of Services, to take back goods supplied

without notification of default, without prejudice to the right of Your Force Support - UG (Haftungsbeschränkt) to compensation for damage, lost profits and interest.

Article 12. Liability

- 12.1 In the context of the creation or implementation of the service agreement, Your Force Support - UG (Haftungsbeschränkt) is not liable except in the cases mentioned below, and up to the limits stated thereby.
- 12.2 The total liability of Your Force Support - UG (Haftungsbeschränkt) for damage incurred by the Customer as a result of a culpable shortcoming in the fulfillment by Your Force Support - UG (Haftungsbeschränkt) of its obligations under the service agreement, explicitly also including any shortcoming in the fulfillment of any guarantee obligation agreed with the Customer or by an unlawful act of Your Force Support - UG (Haftungsbeschränkt), its employees or third parties engaged by it, is limited per event or series of related events to an amount equal to the total amount of the fees (exclusive of VAT), which will become due by the Customer under the service agreement or, if the service agreement has a duration of more than six (6) months, an amount equal to the fees that the customer has paid in the last six (6) months. In no event, however, shall the total indemnification for direct damages exceed five thousand (5,000) euros (exclusive of VAT).
- 12.3 Your Force Support - UG (Haftungsbeschränkt) is expressly not liable for indirect damages, consequential damages, lost profits, lost savings, and damages due to business interruption.
- 12.4 The liability of Your Force Support - UG (Haftungsbeschränkt) on the grounds of culpable shortcoming in the fulfillment of the service agreement occurs only if the Customer serves Your Force Support - UG (Haftungsbeschränkt) sound written notice of default without delay, at the same time stating a reasonable period within which to remedy the shortcoming, and if after that period Your Force Support - UG (Haftungsbeschränkt) culpably continues to fall short in the fulfillment of its obligations. The notice of default must give as detailed a description as possible of the shortcoming so that Your Force Support - UG (Haftungsbeschränkt) is able to react adequately. The notice of default must be received by Your Force Support - UG (Haftungsbeschränkt) within 30 calendar days after the discovery of the damage.
- 12.5 The exclusions and limitations referred to in this Article shall not apply if and insofar as the damage is the result of willful misconduct or gross negligence on the part of the management of Your Force Support - UG (Haftungsbeschränkt).
- 12.6 The Customer is liable to Your Force Support - UG (Haftungsbeschränkt) for damage caused by a fault or shortcoming attributable to it. The Customer will indemnify Your Force Support - UG (Haftungsbeschränkt) against claims concerning non-compliance with the rules of conduct in Article 6 when the services are used by or with the consent of the Customer. This indemnification also applies to persons who may not be employees of the Customer, but nonetheless have used the services under the responsibility or with the consent of the Customer.

Article 13. Force Majeure

- 13.1 Neither party may be bound to fulfill any obligations if a circumstance which is beyond the control of the parties and which is not something that could already have been foreseen or ought to have been foreseen at the time of concluding the service agreement nullifies every reasonable opportunity for fulfillment.
- 13.2 Force majeure also (but not exclusively) means: disturbance to public infrastructure which is normally available for Your Force Support - UG (Haftungsbeschränkt), and upon which the provision of the Services depends, but over which Your Force Support - UG (Haftungsbeschränkt) cannot exercise any actual power or contractual performance obligation, such as the operation of the IANA, RIPE or SIDN

registries, and all networks on the Internet with which Your Force Support - UG (Haftungsbeschränkt) has no signed contract; disruptions in infrastructure and/or Services of Your Force Support - UG (Haftungsbeschränkt) that are caused by computer crime, for example (D)DOS attacks or attempts (whether successful or not) to circumvent the network or system security; shortcomings on the part of suppliers of Your Force Support - UG (Haftungsbeschränkt), which Your Force Support - UG (Haftungsbeschränkt) could not have foreseen and for which Your Force Support - UG (Haftungsbeschränkt) cannot hold its supplier liable, for example, because the supplier in question was (also) affected by force majeure; government measures; strikes; wars; terrorist attacks and civil commotion.

- 13.3 If a situation of force majeure lasts longer than three months, each of the parties has the right to terminate the service agreement in writing. In that case, whatever has already been performed under the service agreement will be charged pro rata, without the parties owing each other anything further.

Article 14. Confidentiality

- 14.1 Your Force Support - UG (Haftungsbeschränkt) and the Customer will treat information they provide to each other before, during or after the implementation of the service agreement as confidential if this information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended as confidential. Your Force Support - UG (Haftungsbeschränkt) and the Customer will also impose this obligation on their employees as well as on third parties they engage in the implementation of the service agreement.
- 14.2 Your Force Support - UG (Haftungsbeschränkt) will not take cognizance of data that the Customer stores and/or distributes through the systems of Your Force Support - UG (Haftungsbeschränkt), unless this is necessary for the proper performance of the service agreement or Your Force Support - UG (Haftungsbeschränkt) is obliged to do so under a statutory provision or court order. In that case Your Force Support - UG (Haftungsbeschränkt) will endeavor to limit cognizance of the data, as far as lies within its power.
- 14.3 The duty of confidentiality persists even after the termination of the service agreement for any reason whatsoever, and does so for as long as the disclosing party can reasonably assert a claim as to the confidential nature of the information.

Article 15. Duration and cancellation

- 15.1 The duration of the service agreement is that time period required in order to provide the services. If the service agreement is a subscription, it is entered into for a period of one year.
- 15.2 If a fixed term for the subscription has been agreed, neither party may terminate the service agreement unilaterally before the term has expired, unless there are special grounds for cancellation, as set forth below.
- 15.3 In the absence of timely notice of cancellation, after the expiration of the initial term of the service agreement, a subscription is converted to a permanent one. It may be cancelled at any time with a notice period of 60 (sixty) calendar days.
- 15.4 Your Force Support - UG (Haftungsbeschränkt) may suspend or cancel the service agreement immediately in writing if at least one of the following special grounds apply:
- a) The Customer is in default with respect to a material obligation;
 - b) The bankruptcy of the Customer has been applied for;
 - c) The Customer has requested a suspension of payments;
 - d) The activities of the Customer are being terminated or liquidated.

15.5 If Your Force Support - UG (Haftungsbeschränkt) suspends fulfillment of its obligations, it will retain its claims under the law and the service contract, including the right to payment for the services which have been suspended.

15.6 If the service agreement is terminated or dissolved, the amounts receivable by Your Force Support - UG (Haftungsbeschränkt) from the Customer become due immediately. In the event of rescission of the service contract, amounts already billed for services already performed remain payable without any cancellation obligation. In the event of rescission by the Customer, the Customer may only rescind such portion of the service agreement as has not yet been performed by Your Force Support - UG (Haftungsbeschränkt). If the rescission is attributable to the Customer, Your Force Support - UG (Haftungsbeschränkt) is entitled to compensation for the damage directly and indirectly arising therefrom.

Article 16. Procedure following termination

16.1 After termination of the service agreement, as a result of cancellation or rescission, Your Force Support - UG (Haftungsbeschränkt) may immediately abolish the account of the Customer and Your Force Support - UG (Haftungsbeschränkt) will delete the data stored for the Customer as soon as possible. In that event, Your Force Support - UG (Haftungsbeschränkt) is not obliged to provide the Customer with a copy of those data.

16.2 Deletion of data stored for the Customer is always done without special precautions to make the erasure irreversible. This means that, for example, 'Delete' is pressed in a (standard) operating system.

Article 17. Precedence and amendment of terms and conditions

17.1 Your Force Support - UG (Haftungsbeschränkt) reserves the right to amend or add to the services and these General Terms and Conditions. Changes also apply to service contracts already concluded with due regard to a period of 30 days from notification of the change.

17.2 Changes will be announced by e-mail to the Customer, or by some other channel by which Your Force Support - UG (Haftungsbeschränkt) can prove that the announcement has reached the Customer. Non-substantive changes of minor importance can be made at any time and do not require notification.

17.3 If the Customer does not wish to accept a change, the Customer must notify and justify this in writing to Your Force Support - UG (Haftungsbeschränkt) within two weeks of the announcement. Your Force Support - UG (Haftungsbeschränkt) can then reconsider the change. If Your Force Support - UG (Haftungsbeschränkt) does not then withdraw the change, the Customer may terminate the service agreement up until the date on which the new conditions take effect.

17.4 Provisions relating to specific Services, if applicable, take precedence over general provisions relating to all services. Further agreements between Your Force Support - UG (Haftungsbeschränkt) and the Customer only prevail over these Terms and Conditions if expressly so provided and in writing, or if that was undoubtedly the intention of both parties.

Article 18. Other provisions

18.1 German law shall apply to the service agreement. The Vienna Sales Convention is expressly excluded.

18.2 In the unlikely event that a dispute arises between Your Force Support - UG (Haftungsbeschränkt) and the Customer, the parties should first consult with each other with a view to resolving the dispute or reaching an amicable settlement.

18.3 Unless otherwise prescribed by mandatory law, all disputes that may arise pursuant to the service agreement shall be submitted to the competent German court for the district in which Your Force Support - UG (Haftungsbeschränkt) is established.

- 18.4 If any provision of the service contract proves to be null and void, this does not affect the validity of the entire service agreement. In such a case, Your Force Support - UG (Haftungsbeschränkt) and the Customer will establish (a) new replacement provision(s), which as far as legally possible gives expression to the intent of the original service agreement and General Terms and Conditions.
- 18.5 Information and communications, including price indications on the Your Force Support - UG (Haftungsbeschränkt) Website are subject to programming and typing errors. In the event of any inconsistency between the website and the service agreement, the service agreement shall prevail.
- 18.6 The log files and other administration (electronic or otherwise) of Your Force Support - UG (Haftungsbeschränkt) constitute full proof of allegations by Your Force Support - UG (Haftungsbeschränkt) and the version of any (electronic) communication received or stored by Your Force Support - UG (Haftungsbeschränkt) is regarded as authentic, barring proof to the contrary by the Customer.
- 18.7 Your Force Support - UG (Haftungsbeschränkt) and the Customer shall always immediately notify each other in writing of any changes in name, postal address, e-mail address, telephone number and, if requested, bank account number (IBAN and BIC).
- 18.8 Neither Your Force Support - UG (Haftungsbeschränkt) nor the Customer may transfer its rights and obligations under the service contract to a third party without the prior written consent of the other party. However, such permission is not necessary in the case of takeover or acquisition of the majority of the shares of the relevant party.
- 18.9 Your Force Support - UG (Haftungsbeschränkt) and the Customer may deviate from these General Terms and Conditions in writing or by e-mail/ticket (electronic) system.

Article 19. Explanation and location of the Terms and Conditions

- 19.1 In the event of interpretation of the content and purpose of these General Terms and Conditions, the German version is always definitive.
- 19.2 These General Terms and Conditions are available on request from Your Force Support - UG (Haftungsbeschränkt). These General Terms and Conditions are also published on the website of Your Force Support - UG (Haftungsbeschränkt) (<https://www.yourforcesupport.com>).