

# Terms of Service

Terms of Use of the website with the domain [www.socialpals.de](http://www.socialpals.de) and General Terms and Conditions of the platform "socialPALS" at [www.socialpals.de](http://www.socialpals.de)

These Terms of Use and General Terms and Conditions apply to all contracts and provisions of telemedia and whenever we refer to them between

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represented by their managing directors  
Leonard Meisels, Bastian Müller

- hereinafter referred to as: "we", "us" or socialPALS and the customers referred to in Article A. of these terms ("Customer" or "User" or "you")

## Preamble

socialPALS' Platform is our offer that enables brand manufacturers, tourism associations and other companies or associations to develop marketing campaigns for their products or services and to share them with their retailers and other marketing partners. Campaigns can be e.g. prize competitions, product tests or traditional advertising. Partners may customise Campaigns according to their needs in accordance with the terms of these General Terms and Conditions and may make them accessible to their Users via their online offerings, including social media channels such as Facebook or Instagram, and, if offered, may also conduct general local offline marketing operations.

The available GTC govern the general contractual relationships between us and Customers. Agreements deviating thereof require individual agreements.

You accept these GTC by registering with socialPALS. You can download the GTC on your computer or print them.

## A. Definitions

"GTC" or "General Terms and Conditions" refers to the contract terms under which socialPALS is willing to enter into contracts with Customers.

**"Account"** refers to the access authorization to access restricted Platform by creating a personalised user account. There may be both personal accounts ("**User**") and superior accounts ("**Brand Account / Merchant Account**") to which several Users are assigned.

**"Content"** refers to data and Content of third parties that are made available unmodified to socialPALS for using the services.

**"Content Calendar"** refers to providing Content through more than a single post to Campaign.

**"Receiving Contracting Party"** refers to the contracting party receiving Confidential Information from Disclosing Contracting Party, regardless of whether exchanged orally, in writing, visually or otherwise, transmitted via the Internet or stored on a data carrier.

**"Merchant"** and **"Merchant Network"** refers to Manufacturer's trading partners who have a distribution agreement with him or to other third parties who sell / distribute ordering party's Products to the consumer.

**"Manufacturer"** and **"Producer"** refers to the importer, Manufacturer, supplier of Product.

**"Campaigns"** refers to any type of communications service provided by Manufacturer through Platform by which Manufacturer provides Content for online or offline advertising to Merchants and Partners registered on Platform. No matter whether it is a one-time post or a series of Content provisions in the form of Content Calendar.

**"Customer"** refers to both the visitors of Website, as well as any entrepreneur, who logs on to Platform.

**"Landing Page"** or **"Microsite"** refers to a separate site hosted by socialPALS as a technical service provider for Manufacturer or a campaign provider that is / may be part of Campaign. Operators within the meaning of the German Telemedia Act and thus also mentioned in the site notice is Manufacturer or the campaign provider.

**"User"** refers to the visitors of Website.

**"Terms of Use"** refers to the rules for visiting Website.

**"Disclosing Contracting Party"** refers to the contracting party which provides Receiving Contracting Party with Confidential Information or transmits it to Receiving Contracting Party, regardless of whether it is made orally, in writing, visually or otherwise, it is transmitted via the internet or stored on a data carrier.

**"Partner"** refers to all those natural or legal persons who could sell Manufacturer's Product or serve its target audience in another form, creating synergies on a partnership basis.

**"Platform"** is the Software as a Service offered by socialPALS.

**"Product"** are goods or services of Manufacturer which it makes available on the market on its own or together with others.

**"Software as a Service"** or **"SaaS"** refers to an application software provided by socialPALS that is typically accessed remotely via an Internet connection and that runs on a cloud infrastructure. Customer neither operates any infrastructure (network, server, operating systems, data storage) nor the application software itself (except possibly potential application configuration and personalisation). The client can access these applications from different end devices. For this access, a standard personal computer, only the availability of an Internet browser and its customary compatibility are required.

**"Update"** is a software update of Platform that eliminates detected and reported bugs without adding new features to Platform. Synonyms for this are "Patch", "Bugfix", "Hotfix"

**"Upgrade"** is a software upgrade of Platform which adds new features to it. Upgrade may contain Update, but this is not mandatory.

**"Affiliated Company"** refers to any legal entity and its legal successor within the meaning of Sections 15 et seqq. German Public Companies Act.

**"Agreement"** refers to the present framework agreement on the Software as a Service and all order documents in which reference is made to this framework agreement, as well as any other annexes, requirements specifications, attachments, licence agreements, General Terms and Conditions and additions thereto, that are either attached or otherwise included.

**"Confidential Information"** within the meaning of this agreement refers to all business, financial, technical, legal or operational information, regardless of whether exchanged orally, in writing, visually or otherwise, transmitted via the Internet or stored on a data carrier.

**"Website"** refers to the webpages and telemedia operated by socialPALS within the meaning of the German Teleservices Act, with the exception of Platform operated by socialPALS.

## B. Terms of Use of Websites and telemedia operated by socialPALS

### I. Scope

These General Terms of Use apply to all Content and services offered by socialPALS as part of the online offering [www.socialpals.de](http://www.socialpals.de) and other Websites. In individual cases, additional terms and conditions may apply to special offers. These terms and conditions are separately pointed out to User in the appropriate place of the respective offer.

## II. Conditions of provision

Unless otherwise stipulated in the General Terms and Conditions or other contracts between socialPALS and respective User, the mere free provision of Websites for access, as well as the corresponding accessing on the part of User(s) does not create a contractual relationship between socialPALS and respective User.

socialPALS makes every effort to ensure proper operation of Website, but is not responsible for uninterrupted usability and/or accessibility of the offer. This applies in particular to technically-related delays, interruptions or breakdowns of Website, the Internet or access to the Internet.

socialPALS creates its own Content to the best of its knowledge and in compliance with standards of care usual in this industry. In addition, socialPALS is not responsible for the accuracy, completeness and / or currentness of Content.

socialPALS reserves the right to change parts of Website or Website as a whole without prior notice or to stop the publication temporarily or permanently. Claims do not accrue to Users from this.

socialPALS reserves the right to make the accessibility of Content dependent on the deactivation of ad blockers or other technical functions in the browser used for visiting Website, which make it possible to alter the delivered editorial or advertising content. In this regard, socialPALS is authorised to block Content until these programmes, features and tools are deactivated.

socialPALS reserves the right to exclude Users from the use of the offering in the exercise of its virtual domiciliary right.

## III. Login

While passive use of Website does not require registration, registration and login is required to use Platform. In this case, the General Terms and Conditions below apply if socialPALS and you do not have any separate contractual relationship.

socialPALS reserves the right to exclude individual Users from using Platform. This exclusion must be factually justified.

Each User undertakes to provide correct and complete information during registration and in particular not to violate the rights of third parties. A violation of the rights of third parties is, among other things, but not exclusively given, if personal information or other data of third parties are used without their consent, e.g. the name or the e-mail address.

## IV. Responsibility for Content

socialPALS is the provider of the services and information available on Website [www.socialpals.de](http://www.socialpals.de), and thus service providers within the meaning of Section 7, paragraph 1 TMG. The liability limitations pursuant to the following number V apply.

socialPALS does not appropriate Content published by Customers on Website [www.socialpals.de](http://www.socialpals.de) or on Platform. According to the legal provisions of Sections 8 to 10 TMG, socialPALS is not obliged and is also not in a position to check and monitor the legality of this Content published by Users and / or to investigate circumstances that indicate an illegal activity.

If socialPALS links to third-party Websites, socialPALS does not adopt Content of linked third-party Websites. When setting the link, socialPALS checks the respective page for illegal Content in compliance with standards of care usual in the industry.

SocialPALS is neither obliged nor able to conduct a review independent of occasion of the linked pages after setting the link. If socialPALS is notified of legal violations and / or violations of law by Content published by Users or by linked Content, relevant Content or the links to these Content - subject to review of whether the allegation of unlawfulness is justified - are provisionally removed or blocked immediately. socialPALS reserves the right to permanently remove or block it.

Pursuant to Sections 8 to 10 TMG, socialPALS is liable for this external Content or linked Content from the point in time socialPALS learns of a specific violation of law at the earliest. socialPALS reserves the right, in suitable cases, to provide special functions by means of which infringements can be reported efficiently.

SocialPALS also reserves the right to block individual Users who use Website or Platform for spreading illegal, pornographic Content, Content influencing young people, inhuman, violence-glorifying, indexed or prohibited Content or for hate speech.

socialPALS may exclude Users who violate the rules of decency and healthy co-existence within Website or Platform, in particular the rules of a constructive discourse (for example, by so-called "trolling"), or the rules pursuant to no. VIII of these Terms of Use.

8 The warning and temporary blocking as a milder means of exclusion is permitted. socialPALS is not responsible for Landing Pages. The person responsible referred to as operator in the site notice is the only person responsible in this regard.

## **V. Liability of socialPALS**

socialPALS is liable in the context of contractual or non-contractual claims only for damages caused by intentional or grossly negligent acts and for damages resulting from slightly negligent violations of such obligations, which make the proper execution of an existing contract with User concerned possible and whose fulfilment the contracting party can therefore rely on (cardinal duties). In the latter case, liability is limited to the foreseeable damage typical for the contract at the time of conclusion of the contract. The above limitations of liability shall not apply in the event of injury to life, limb or health, within the scope of the Product Liability Act and in the event of explicit warranties.

socialPALS is liable for the loss of data - as far as liability with regard to numbers II.1 and II.2. comes into consideration - in accordance with the preceding paragraph and only if such a loss could not have been avoided by adequate data protection measures on the User's part. socialPALS' scope of liability is limited to the effort that usually arises for restoration of data.

The above liability regulations shall apply mutatis mutandis to socialPALS' liability for violations of duty by its legal representatives or vicarious agents and for any personal liability of socialPALS' legal representatives or vicarious agents.

## **VI. Copyright and related rights**

- Own Content provided in the context of the offering as well as Content published by Users are fundamentally protected by copyright and/or ancillary copyright.

Duplication, public reproduction or any other use or utilisation of such protected Content is generally prohibited without the consent of the respective copyright holder. Unless exceptions arise from the law, only personal, non-commercial use within the scope of the purpose of the offering is permitted.

Users may therefore retrieve, save and print Content for private use or for commercial information purposes via socialPALS' services.

## **VII. Granting of rights to Content posted by Users**

By posting texts, User grants socialPALS the unlimited right in terms of place and time and the non-exclusive right to reproduce the material in any electronic format and on all storage media, as well as in print (including e-books / e-papers), to store it in a database and to use it via mobile or stationary terminals, such as stationary or portable computers including tablet PCs, internet-enabled TV sets, so-called smartphones or other mobile phones, e-readers or other devices via all technical transmission options, in particular wireless (including mobile-based services) or wired within the scope and/or for the purpose of the offering, and to offer and distribute, to send, to reproduce and make it publicly available or to otherwise provide and archive it for use, including interactive use, and in particular via the Internet, in online services including social networks (e.g. Facebook), in widgets, via so-called apps and similar applications, via API, via push services, RSS feeds, podcasts, alert services such as Twitter, as an offer to download, but also in physical form, in particular to offer it to other Users for retrieval, storage and printing, and to use it in online, print, broadcast and other media for promotion and linking of the offering, as well as to enable third parties to use the material in whole or in part. To the extent required for use pursuant to the preceding sentence, the material and/or parts of it may be technically and editorially edited, translated, duplicated, distributed, made available to the public and reproduced, sent and otherwise used or processed by socialPALS as well as by Affiliated Companies and third parties (in particular, operators of media promoting or linking to the offering), in accordance with the author's moral right and in accordance

with the intellectual characteristic of the work. Within the offering, material that has been posted can also be editorially presented, highlighted and evaluated. socialPALS in turn may use the results in accordance with the terms of this Agreement.

In return for the above granting of rights, User has the opportunity - subject to socialPALS' blocking and deletion rights in accordance with these Terms of Use - to present the material to other Users.

It is the sole responsibility of each User who places material in the offering to hold or acquire the necessary rights thereto. As a rule, he/she owns the necessary rights only if he/she created the material himself/herself or obtained the copyright holder's consent.

In the case of product tests, the client of Campaign expressly agrees with the production of texts and photographs of corresponding commissioned Product. In this regard, the client gives the tester an irrevocable, simple, non-sub-licensable right to create photographs and texts of Product and to make them publicly available. The right of public access explicitly includes publishing in social networks.

### **VIII. Rules for the use of Website and Platform**

No User may violate legal prohibitions or infringe public morals with material that he/she makes available to others via Website or Platform or violate the rights of third parties (e.g. naming rights, trademark rights, copyrights, data protection laws, personal rights, etc.). In particular, Users are prohibited from directly or indirectly spreading pornographic Content, Content influencing young people, violence-glorifying or race baiting Content, to call for criminal acts or to provide instructions for this or to infringe political or ideological views or religious beliefs of third parties. Users are bound by the decisions and guidelines of socialPALS and its representatives, who decide which behaviours or Contents violate the stated principles.

No User may send data or save data on a data carrier of socialPALS when using the offering, which are suitable by their nature or quality, size or number for affecting the functioning of the computer systems of socialPALS, affiliated companies or third parties or to violate their rights (e.g. viruses, Trojans, spam e-mails etc.). Also, requests that result in targeted overloading of socialPALS' servers (e.g., DDoS attacks), as well as preparations for this, such as by downloading or uploading programmes for such attacks (e.g., LOIC), are prohibited.

Reading, saving or sharing personal data of other Users for purposes other than the intended use of Website and Platform is prohibited. Users must treat information they gain knowledge of about other Users and communication contents confidential, if these were not published by the authorised person himself/herself.

Users are responsible for securing their data at reasonable intervals.

### **IX. Consequences of violations**

socialPALS is neither obliged nor able to comprehensively examine and / or monitor the legitimacy of Content provided by Customers and / or to investigate circumstances that indicate an unlawful activity. However, socialPALS carries out random checks and reserves the right to inspect and remove Content, as well as to block and exclude Customers in any case.

In the event of any violation of these Terms of Use, socialPALS may delete Content or information that Customer posted or which can otherwise be appropriated to him/her. Furthermore, socialPALS may temporarily or permanently exclude Customer from using the offering.

In the case of culpable violation of these Terms of Use, Customer is liable to socialPALS for compensation for all direct and indirect damages resulting from this, including financial losses. This also includes the reasonable costs of legal defence or prosecution.

In the case of a violation of the provisions of numbers III., VII.1 or VIII, Customer indemnifies socialPALS against any claims of third parties against socialPALS, its legal representatives and / or vicarious agents that are asserted based on this violation. All other claims are reserved.

## **X. Privacy**

User's personal data are collected, processed and used by socialPALS. For detailed information, please refer to our data protection regulations.

## **XIII. CHANGES TO THE TERMS OF USE**

socialPALS reserves the right to make changes or amendments to the Terms of Use at any time. Changes or amendments to these Terms of Use shall be notified to User by notification in writing. They are considered as approved by User if User continues to use his/her Account or if he/she does not object within one month after notification. This consequence will be particularly pointed out to User at the announcement of the change to the conditions of participation. If User objects to the change, his/her membership will end 30 days after the declaration of objection.

## **C. General terms and conditions of socialPALS for entering into contractual relationships**

### **I. Scope / object of the contract**

- GTC apply to all contracts between socialPALS and Customer.

Other GTC do not apply, regardless of whether socialPALS expressly contradicts their validity or not. All contracts between Customers and socialPALS are subject to the validity of these GTC, if socialPALS does not agree on deviating written agreements with Customer. Insofar as socialPALS agrees on deviating written agreements with

Customer, these GTC apply on a subsidiary basis. If the other written agreement regarding a regulation subject of these GTC does not contain any regulations, these GTC apply. In addition, Terms of Use of socialPALS' Website apply.

## **II. Contracting party / Invitatio ad offerendum**

All Products of socialPALS are directed exclusively at entrepreneurs within the meaning of Section 14 BGB, only these are entitled to registration on Platform. socialPALS does not conclude any contracts with consumers. A consumer's purely technical ability to obtain Account does not constitute an explicit or implied contract between socialPALS and the consumer. socialPALS expressly rejects contracts with consumers.

User Account must have been invited to participate in Campaign by a campaign provider or socialPALS. This is done by providing a campaign code for activation.

For this purpose, socialPALS GmbH receives a list of invited Merchants or Partners from the campaign provider. Or socialPALS GmbH itself invites potential Merchants or Partners to use Platform.

socialPALS GmbH decides in its own discretion on the admission of eligible Customers in each individual case. There is neither a claim to admission nor a claim to justification for rejecting the admission.

The invitation and registration of Merchants, Partners and Customers merely constitutes an invitation to submit an offer (so-called invitatio ad offerendum). A contract is only concluded upon confirmation of the contract by socialPALS or through the activation of Merchant, Partner or Customer on Platform.

## **III. Conclusion of the contract**

Using Platform requires free socialPALS Account. socialPALS Account must be created by registration of Merchant, Partner or Customer. With your registration, you confirm your property as an entrepreneur. You agree to provide the correct and complete information requested during the registration process. The requested data is needed to make Platform available to you at all. You further undertake to revise your partner profile without delay in case of a change of this data. socialPALS is entitled at any time to demand proof of the existence of the conditions and the accuracy of the information.

By registering you apply for a free user contract with socialPALS GmbH. The contract is only concluded if you agree to these GTC. socialPALS is entitled to delete socialPALS Accounts without further notification if you do not log in within 24 months. socialPALS reserves the right to provide individual services within Platform only under additional conditions (for example, use only for specific purposes), on a separate application or for a separate fee. socialPALS publishes the respective requirements on Platform.

## **IV. Subject to alterations, reservation of fault**

socialPALS gives no assurances for a specific scope of services. In particular, socialPALS does not guarantee the availability of certain advertising channels or the accessibility of third party providers, in particular, but not limited to, the availability of social networks (e.g., Facebook, YouTube) or third party advertising suitability.

SocialPALS also neither guarantees the faultless and uninterrupted availability of the offered free services nor assures them conclusively or explicitly.

Internet access is not the subject of socialPALS; Merchant, Partner or Customer itself is responsible for this as well as the condition of their own hardware and software.

The fact that Platform is free of charge for a certain period of time does not mean a waiver of a payment to socialPALS for using Platform. Insofar as socialPALS provides the usage of Platform in general free of charge or to certain user groups or limited in time or unlimited free of charge, this does not create a claim for a permanent free use of Platform.

In principle, all offers, services and achievements of socialPALS are subject to a charge, unless these GTC, the Terms of Use or contracts between socialPALS and Merchants, Partners or Customers expressly regulate that this is free of charge.

## **V. Obligations of Customer**

You undertake to keep your access data confidential.

You agree to immediately inform socialPALS as soon as you become aware that your access data is being used by third parties without authorisation.

socialPALS is entitled to block access to your Account and Platform if there is a reasonable suspicion that the access data are being used by unauthorised third parties. socialPALS informs you about suspected misuse and provides you with new access data. This does not apply if you intentionally or grossly negligently contributed to the misuse. Incidentally, you can change your password during login at any time. socialPALS advises you to do this for safety reasons from time to time even without misuse.

You agree to comply with applicable law, especially but not limited to compliance with competition law and data protection law. Furthermore, you undertake not to violate the rights of third parties.

You also agree to terminate your socialPALS Account with socialPALS, if you no longer belong to the group of authorised Users.

## **VI. Responsibility of Partner**

Merchants and Partners are provided with Content for their own advertising on Platform and on individual Landing Page as part of Campaign. It may be about e.g. texts, pictures, audio files, videos or prize competitions and product tests for the

integration into Merchants' and Partners' own online offers, as well as about Content for offline advertising, for example point-of-sale advertising material.

The responsibility for the integration and usage of this Content, in particular the compliance with the legal provisions (for example, competition law), lies with respective Merchant and / or Partner using Content. Likewise, Merchant and / or Partner is responsible for preventing violations of third party rights and for compliance with the rules of Platform operators (e.g., Facebook). The texts of Content contained within Platform are suggested texts of the creator of Campaign without guarantee.

Merchant and / or Partner using Content can edit the texts of Campaign at any time. The responsibility for such texts edited by Merchant and / or Partner lies exclusively with respective Merchant and / or Partner.

Including texts protected by copyright, for example, is expressly prohibited if respective Merchant and / or Partner is not entitled to the necessary rights of use by the right holder or they have not been acquired.

## **VII. Rights of socialPALS GmbH**

socialPALS is entitled to inform the campaign provider of respective Campaign regularly about the status of the participation of each participating Merchant and / or Partner in Campaign. This provider information includes, but is not limited to, information about the start of a prize competition, the number of participants or the range of a posting, as well as other status information.

socialPALS uses e-mail addresses provided during registration to provide Customers with information on similar Campaigns, Products or services. Customer can object to this use free of charge at any time.

## **VIII. Consequences of violations of duty, right of indemnity**

Violations of these terms entitle socialPALS, at its sole discretion, to block, deactivate or delete Accounts on Platform, as well as to block or delete Content on Platform, and to take other appropriate measures to protect against violations.

This also applies in the event of suspicion of possible infringements. In this case, socialPALS blocks Content as long as a review of the suspicion is necessary and respective responsible Customer has not proven the legitimacy of contested Content or behaviour.

Customer responsible for Content agrees to indemnify socialPALS against all third-party claims asserted against socialPALS in connection with violations of these GTC and against any resulting costs; these include, but are not limited to, the costs of proper legal defence.

You are also obliged to support socialPALS in defending against the above claims by providing statements, in particular affidavits, and by other information, and you will

work towards the fact that third party claims are asserted directly against you. All other rights of socialPALS remain unaffected.

## **IX. Costs of Platform and other services**

Usage of Platform is basically chargeable. The prices can be found in socialPALS' current price list or in the individual offer.

socialPALS may, however, at its sole discretion, waive, in whole or in part, the assertion of fees and charges both in terms of duration and scope. However, this does not constitute a claim of Customer either in terms of duration or in terms of scope. socialPALS points out the end of voluntary fees and compensation waiver with a notice period of at least one month.

If and insofar as socialPALS offers paid services (for example, ordering printed marketing material, placing social media and online advertisements) on Platform beyond the provision of Account, their utilisation is additionally based on the conditions specified directly for the respective services. socialPALS is entitled, but not obliged, to indicate the costs of these additional services.

## **X. Payment terms**

Prices are net plus statutory Value Added Tax.

Invoices are due immediately. The period of payment is 14 days. Discount does not exist.

Invoice currency is Euro. The client bears the exchange rate risk and is obliged to credit the amount shown in euros to socialPALS' Account. The exchange rate of the posting day on socialPALS' Account applies. Insofar as socialPALS offers Accounts free of charge, there is no entitlement to this. The waiver of charging costs for certain Accounts or Account types is at socialPALS' entrepreneurial discretion and is revocable at any time. Bills of socialPALS are made either quarterly in advance for the upcoming quarter or campaign-based.

In the case of quarterly billing, the basic fee must be paid in advance plus quarterly billing of variable amounts and monthly billing of promotional ads. Campaign-based billing leads to billing for the expected cost of Campaign at 50 % in advance and the remainder at the start of Campaign or after actual expenditure once it is higher than projected.

If the billing period does not start on the 1st of a month, billing will take place pro rata temporis. socialPALS is entitled to make advance payment invoices and to make use of Platform as well as the start of Campaign dependent on the advance payment invoice amount.

## **XI. Liability of socialPALS GmbH**

socialPALS liability, regardless of the legal ground, for damages caused by itself, its legal representatives or their vicarious agents - subject to paragraph 2 - is limited as follows:

In the event of a slightly negligent violation of a material obligation arising from the obligatory relation ("cardinal duty"), socialPALS is liable to a limited extent for the contract-typical damage foreseeable at the time of the conclusion of the contract.

"Cardinal duties" are those duties whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance, Partner can regularly rely; socialPALS GmbH is not liable for the slightly negligent violation of non-essential obligations arising from the obligatory relation.

The above limitations of liability shall not apply to gross negligence or wilful misconduct, as well as to cases of mandatory legal liability, in particular to the assumption of a guarantee or culpable injury to life, limb or health or within the scope of the Product Liability Act.

## **XII. Termination / cancellation of membership**

The user contract for Platform can be terminated on either side at any time with a notice period of 30 calendar days if Customer does not participate in Campaign at the time of cancellation or offers such Campaign. If Customer participates in or offers Campaign at the time of termination, the time limit will be calculated from the end of Campaign, if Customer participates in multiple Campaigns, the time limit will be calculated from the end of last Campaign.

The right to terminate without notice for important reason remains unaffected. An important reason for termination is also the lapse of the registration requirements, as well as the loss of Customer's entrepreneurial capacity.

Termination must be made in text form. Text form also includes termination by e-mail. Please send your termination by e-mail to [info@socialPALS.de](mailto:info@socialPALS.de). Terminations by socialPALS are generally made by e-mail to the e-mail address provided in the profile. In the event of termination, socialPALS is entitled, at its own discretion, to block and / or delete respective Account.

## **XIII. Changes of / amendments to the Terms of Use**

socialPALS GmbH reserves the right to change these GTC in part or in whole at any time.

socialPALS takes due consideration of Customer's interests when changing these GTC.

socialPALS informs Customer about the changes of the GTC with a notice period of six weeks before the changes of the contract conditions take effect.

socialPALS makes the further use of Platform dependent on Customer's agreement to

the changes of the GTC. Consent is considered given conclusively when Partner continues to use Platform after the changes took effect. Partner is separately informed of these legal consequences.

Customer is entitled to a special termination right in the event of rejection of the changes. The period for asserting this special termination right shall be six weeks after receipt of the notice of changes pursuant to paragraph 3.

#### **XIV. Final Provisions**

For all legal relationships of the contracting parties that result from the use of socialPALS' services and in connection with this contract, German law shall apply, excluding UN Sales Law (CISG) and international private law.

If these GTC are written in a language other than German, this is done solely for the sake of comprehensibility and convenience.

Decisive is solely the German version of these GTC. In case of discrepancies between the German version and another language version, the German version shall come first.

Exclusive place of jurisdiction for proprietary disputes arising out of or in connection with this contract is Munich if the parties are Merchants, corporate bodies under public law or special funds under public law and no legally exclusive place of jurisdiction is justified. Should single or several provisions of these GTC be or become wholly or partially void or unenforceable, this shall not affect the validity of the remaining provisions. The same applies in the case of a regulatory gap. It is the parties' express intention to maintain the validity of the remaining provisions of the contract under all circumstances and thus to waive Section 139 BGB in total.

In place of a void provision, the parties agree to enter into negotiations on a substituting, effective and enforceable provision that is closest in legal and economic terms to what the parties intended or would have intended according to the sense and purpose of this contract, if they had considered this point when concluding the contract. If the invalidity of a provision is based on a level of performance or time specified therein (time limit or deadline), the provision shall be consistent with a legally permissible level closest to the original level.

To correct a gap, the effective and enforceable rule shall be deemed to have been agreed upon, which the parties intended or would have intended according to the sense and purpose of this contract, if they had considered this point when concluding the contract.

Side agreements, amendments, changes and repeals of these GTC must be in writing to be effective. This also applies to changes to this requirement of written form.

[Print terms of service](#)

