



# General Terms and Conditions

## Centify

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### Disclaimer / Translation Notice

*This English version is a non-binding convenience translation of the German General Terms and Conditions (Allgemeine Geschäftsbedingungen) of Centify GmbH, dated May 2026 (v2). It is provided solely for informational purposes and ease of reference for non-German-speaking readers. In the event of any discrepancy, ambiguity, omission, or conflict between this translation and the original German version, the German original shall exclusively prevail and be legally binding. No rights, obligations, or claims may be derived from this translation. Legal terms and concepts under German law may not have direct equivalents in English, and the translation of such terms is approximate. This translation does not constitute legal advice.*

***The binding German original is available on the Centify website.***

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## 1. Definitions

To the extent that the following terms are used in these GTC or in other contractual documents, they shall have exclusively the meaning specified herein. Definitions in the singular include the plural and vice versa, unless the context requires otherwise.

**Provider** means Centify GmbH, with its registered office in Hamburg, Alter Güterbahnhof 5e, 22303 Hamburg, registered with the local court (Amtsgericht) of Hamburg under HRB 187995.

**Centify App** means the technical platform operated by the Provider for the use of the Centify Services; it is available both as a browser-based web application and as a mobile application for compatible operating systems.

**Centify Services** means the services of the Provider described in more detail in Section 3, consisting of software and consulting services for the calculation, administration, and evaluation of commissions and variable remuneration models.



**Centify Agreement** means the contractual relationship between the Provider and the Customer regarding the use of the Centify Services in accordance with these GTC and any individually agreed conditions.

**Centify Website** means the online presence of the Provider accessible under the main domain [www.getcentify.com](http://www.getcentify.com).

**Data Protection Laws** means all legal provisions applicable to the parties for the protection of personal data, in particular Regulation (EU) 2016/679 (GDPR) and the applicable national data protection laws of the affected EU member states.

**IP Rights** means all current and future industrial property rights and copyrights, whether registered or not, including patents, utility models, trademarks, service marks, titles, design rights, database rights, rights to semiconductor topographies, and rights to confidential information and know-how, in each case including all applications, renewals, continuations, and comparable proceedings, as well as corresponding rights in other jurisdictions.

**IT Resources** means the entirety of information technology systems and resources used by the Provider to provide the Centify Services, including technical components, software, data, interfaces, designs, and content integrated into the Centify App.

**AI Functions** means those features of the Centify Services in which methods of artificial intelligence, machine learning, or technically comparable procedures are applied to Customer Data.

**Customer** means the legal entity or natural person named as the Provider's contractual partner in the Centify Agreement, as well as, to the extent expressly agreed, its affiliated companies within the meaning of sections 15 et seq. of the German Stock Corporation Act (AktG). A prerequisite is that the Customer, at the time of conclusion of the contract, during the performance of the contract, and when using the Centify Services, acts exclusively within the scope of its commercial or independent professional activity pursuant to section 14 of the German Civil Code (BGB); this prerequisite forms the basis of the Centify Agreement (Geschäftsgrundlage).

**Customer Data** means all personal and non-personal data that the Provider processes on behalf of and on instructions from the Customer in the course of the Centify Services; data that the Provider processes in its own interest or for third parties is excluded.

**Party/Parties** means the Provider and the Customer, individually or jointly, as the context requires.

**Confidential Information** means all information of an economic, technical, or organizational nature that one party makes accessible to the other party in connection with the Centify Agreement, or that otherwise comes to the knowledge of the receiving party, and that is either expressly marked as confidential or, based on the circumstances, is recognizably classifiable as a trade or business secret.

## 2. Subject Matter of the Agreement

**2.1.** The subject matter of these GTC is the provision of the Centify Services and all related services by the Provider.

**2.2.** The Centify Agreement consists of (a) the agreements individually concluded between the parties, in particular regarding the product package and remuneration, which are recorded in text form before or during the term of the agreement, and (b) these GTC. In the event of conflicts between individual agreements and these GTC, the individual agreements shall prevail.



**2.3.** The Certify Agreement comes into effect upon activation of the Customer's access to the Certify App by the Provider, provided that the Customer has previously fully completed the registration process.

**2.4.** The Provider renders its services exclusively on the basis of these GTC. Deviating or conflicting general terms and conditions of the Customer shall not apply; this shall also apply if the Provider performs services in the knowledge of such terms without expressly objecting to them.

**2.5.** Descriptions, representations, or statements regarding the Certify Services in marketing materials, on the Certify Website, or in other means of communication constitute merely a non-binding invitation to submit an offer (*invitatio ad offerendum*), even if prices or service features are mentioned.

**2.6.** The Provider may, in connection with the Certify Services, enable the Customer to access content, products, or services of third-party providers or arrange for their use. Such third-party services are not subject matter of the Agreement; the terms of the respective third-party provider apply exclusively to them. The Provider assumes no responsibility for the availability, accuracy, completeness, or lawfulness of third-party content or services.

### **3. Certify Services**

**3.1.** The Certify Services are available to the Customer exclusively for its own business purposes. Use by or for the benefit of third parties is prohibited without the Provider's express consent. Violations of this prohibition of use constitute a material breach of contract.

**3.2.** The Certify Services consist of software services and, where applicable, supplementary consulting services within the contractually agreed scope. A specific economic success is not subject matter of the Certify Agreement and is not promised by the Provider.

**3.3.** At their core, the Certify Services comprise access to the Certify App as a platform for the administration, calculation, and analysis of commissions and variable remuneration structures. The Certify App supports the Customer in particular with (a) the definition and maintenance of commission and incentive structures, (b) the automated determination and tracking of commission claims, and (c) the evaluation, planning, and reporting of commission-related key figures.

**3.4.** The Provider provides the Customer with support on business days (Monday to Friday, 09:00-17:00 CET/CEST, excluding statutory holidays at the Provider's registered office) via the contact channels provided for this purpose. Fault reports received outside these times will be recorded on the next business day. The Provider processes reported faults according to severity levels (Critical/Significant/Minor) with correspondingly adjusted response times of up to three business days. The classification of severity is at the Provider's discretion; the Customer may assert a deviating classification in text form.

**3.5.** The Provider undertakes to provide a monthly average availability of the Certify App of 99%. The Certify App is deemed available if its essential core functions can be duly executed on the providing server and are accessible to the Customer. Periods in which (a) use is restricted due to circumstances beyond the Provider's control, in particular events of force majeure, outages at third-party providers, or disruptions of network and telecommunications infrastructure, or (b) scheduled, previously announced maintenance work or immediately necessary maintenance measures, in particular to remedy security vulnerabilities, are carried out, shall not be included in the calculation of availability. The Provider shall schedule maintenance work in low-usage time windows where possible.



**3.6.** The Provider may, at its sole discretion, offer supplementary services, such as training on the use of the Centify App, support in the configuration and further development of remuneration models, or technical integration services for connection to CRM, ERP, or other third-party systems. Such additional services require a separate agreement and shall be remunerated separately.

**3.7.** The Provider is entitled to have the Centify Services rendered in whole or in part by qualified third parties without requiring the Customer's prior consent.

**3.8.** Prior to the conclusion of the Agreement, the Customer had the opportunity to examine the functions and scope of services of the Centify App on its own responsibility. Defects or limitations that were apparent to the Customer or should have been known to it upon reasonable examination prior to the conclusion of the Agreement shall not give rise to any claims of the Customer against the Provider.

**3.9.** The Centify App is continuously further developed, updated, and adapted; changes shall be notified to the Customer in a suitable form, in particular by email. These GTC shall continue to apply to adapted services without requiring renewed separate consent, subject to the provisions on amendments to these GTC.

## **4. Customer's Duties to Cooperate**

**4.1.** For the proper performance of the Centify Agreement, the Customer is obliged to render all required acts of cooperation in a timely, complete, and accurate manner. This includes, in particular, the provision of all information and data relevant to the performance of services, e.g., in the context of registration. If the Customer fails to fulfill an obligation to cooperate, despite a request to do so, or fails to do so in a timely manner, the Provider shall be released from the respective performance obligation until the cooperation is provided; further claims of the Provider remain unaffected.

**4.2.** The Customer shall, at its own expense, ensure that the technical minimum requirements for the use of the Centify Services, in particular a stable internet connection and a current, supported browser, are met throughout the term of the Agreement. The applicable technical requirements result from the documentation provided by the Provider.

**4.3.** The regular backup of Customer Data shall be the sole responsibility of the Customer, in particular prior to scheduled maintenance work or in the event of known impairments of IT Resources. The proper use of the export functions provided by the Provider for this purpose is the responsibility of the Customer.

**4.4.** The Customer shall use the Centify Services, in particular AI Functions and any API interfaces, to a reasonable extent corresponding to the purpose of the Agreement. If the use materially exceeds the level reasonably to be expected under the Agreement and thereby impairs the performance of the IT Resources or the use by other customers, the Provider is entitled to temporarily reduce the use, to request the Customer in text form to adjust its usage behavior, or to conclude an adjusted remuneration agreement with the Customer.

**4.5.** To the extent that the Customer uses AI Functions, it is solely responsible for carefully reviewing the respective AI outputs prior to their use and assessing their suitability for the intended purpose. Before using AI outputs as a basis for decisions or passing them on to third parties, the Customer shall ensure appropriate human review. The Provider endeavors to ensure the quality and reliability of AI outputs but assumes no liability for their accuracy, completeness, freedom from errors, or suitability for a particular purpose, to the extent permitted by law.



**4.6.** The Customer shall report disruptions, outages, or other impairments of the Centify Services to the Provider without undue delay via the contact channels provided for this purpose, providing all available information on the nature and extent of the impairment. A delayed report may restrict or exclude the assertion of claims by the Customer arising from the respective disruption.

## **5. IP Rights; Use of IT Resources**

**5.1.** For the duration of the Centify Agreement, the Provider grants the Customer a non-exclusive, non-transferable, and non-sublicensable right to use the IT Resources in their respective current version exclusively within the contractually agreed scope. User accounts are personal and intended exclusively for individual use. Any further or independent rights of use, in particular the provision of software for autonomous use outside the Centify App, are not granted.

**5.2.** All rights to AI inputs remain with the Customer. With respect to AI outputs, the Provider transfers to the Customer all rights to which it is entitled, to the extent that such transfer is permissible under applicable law.

**5.3.** Beyond the right of use granted under these GTC, no IP Rights shall be transferred or granted to the Customer by virtue of the Centify Agreement or its performance. Any use of the Provider's IP Rights that goes beyond the contractual use requires the Provider's prior express consent in text form.

**5.4.** The Provider is entitled to anonymize Customer Data in compliance with Data Protection Laws and to use the anonymized data for its own business purposes, e.g., for analyses, industry benchmarks, or marketing measures. AI inputs and AI outputs are expressly excluded from this authorization; the Provider will not use these to train or improve AI models, nor to generate content for other customers. The storage of AI inputs and AI outputs shall take place exclusively to the extent and for the duration technically necessary to provide the respective AI Function.

**5.5.** If the Customer transmits feedback on the Centify Services to the Provider, in particular suggestions, improvement ideas, or evaluations, the Customer grants the Provider a free, worldwide, perpetual, transferable, sublicensable, and irrevocable right of use to the full extent permitted by law. There is no obligation on the part of the Provider to implement or remunerate such feedback.

**5.6.** The Provider is entitled to name the Customer as a reference customer using its company name, brand, and logo, including on the Centify Website or in marketing materials. The Customer may object to this use at any time and without giving reasons in text form; the Provider shall then cease the corresponding use without undue delay.

**5.7.** Any use of the IT Resources that jeopardizes their confidentiality, integrity, or proper functioning, conflicts with the purpose of the Agreement, or violates these GTC is prohibited. Prohibited in particular are (a) the disclosure of user accounts or access credentials to third parties, as well as their simultaneous use by multiple persons, (b) making the IT Resources available to third parties for a fee or free of charge, (c) the independent making available, storage, or reproduction of content or components of the IT Resources, unless this is strictly necessary for the contractual use, (d) the complete or partial storage of components of the Centify Services or the Centify App, (e) the extraction of underlying software, data, algorithms, or data models, and (f) the analysis, replication, or reverse engineering of the functionality, structure, or operation of the IT Resources, unless expressly permitted by mandatory law.

**5.8.** The Customer shall treat access credentials to the IT Resources as confidential and shall inform the Provider without undue delay of any specific indications of compromise or misuse.



The Provider is entitled to block the Customer's access if (a) the Customer expressly requests this, (b) there are specific indications of a security breach or compromise of access credentials, (c) good cause for extraordinary termination pursuant to these GTC exists, or (d) a competent authority or court orders the blocking. The Provider shall inform the Customer of any blocking in text form, to the extent legally permissible and possible in view of the urgency. In the case of acute security incidents, blocking may take place without prior notice. Access shall be restored as soon as the reason for blocking no longer applies.

## **6. Remuneration**

**6.1.** The use of the Centify Services is subject to remuneration. All prices stated are exclusive of the value added tax (VAT) due by law as well as any other applicable taxes and levies (e.g., sales or withholding taxes). The obligation to pay all applicable taxes lies with the Customer, unless the Customer presents the Provider with a valid tax exemption certificate issued by the competent tax authority prior to the due date.

**6.2.** The remuneration is individually agreed between the parties and recorded in text form, in particular in the Provider's currently valid offer. Price reductions or special conditions granted on a temporary or service-related basis apply exclusively for the agreed period or the agreed service and end automatically and without separate notice upon expiry thereof, unless their continued validity has been expressly agreed in text form.

**6.3.** Unless the parties agree otherwise, remuneration is due in advance on the first calendar day of the respective billing period. For billing periods of more than twelve months, the remuneration shall be paid in advance for each twelve-month period. Other remuneration claims, in particular for additional services, are due immediately upon invoicing, unless a deviating agreement has been made.

**6.4.** Payments are to be made in full and without deductions, retentions, or set-offs. If a deduction or retention is required due to mandatory statutory provisions, the Customer shall increase the amount to be paid in such a way that the Provider, after deduction of the respective amounts, receives the contractually agreed net amount in full. Set-off by the Customer is only permissible under the conditions set forth in these GTC.

**6.5.** If the Customer is in default with a due payment, the Provider is entitled, in accordance with statutory provisions, to demand default interest and, after unsuccessful reminder and setting of a reasonable grace period, to suspend the provision of the Centify Services in whole or in part until the outstanding amounts have been paid. The assertion of further claims for damages remains reserved.

**6.6.** Invoices shall be transmitted by the Provider in electronic form; the Customer hereby consents thereto. The Provider shall select the format of the electronic invoice at its sole discretion, whereby statutory requirements for electronic invoicing, in particular any obligations to issue structured electronic invoices, shall take precedence.

**6.7.** The Provider is entitled to adjust the agreed remuneration once per calendar year with effect for the future to appropriately reflect cost increases, in particular in personnel, infrastructure, or third-party services. The Customer shall be informed of an adjustment and its entry into force at least one month prior to the intended effective date in text form. Increases of up to 5% of the previous fee do not require separate consent from the Customer; otherwise, the provisions on amendments to these GTC apply.

## **7. Confidential Information; Data Protection**



**7.1.** Each party undertakes to treat Confidential Information of the other party as strictly confidential, to protect it against unauthorized access, and to use it exclusively for the performance of the Centify Agreement. This obligation commences upon the first disclosure and applies for an unlimited period beyond the termination of the Centify Agreement.

**7.2.** Without the prior consent of the disclosing party in text form, Confidential Information may neither be passed on to third parties nor used for purposes other than those stated. Disclosure is exceptionally permitted without consent if and to the extent that it is (a) strictly necessary for the proper performance of the Centify Agreement; in this case, disclosure is limited to the necessary group of recipients, or (b) required by mandatory statutory provisions, enforceable official orders, or court decisions; in this case, the receiving party shall, to the extent legally permissible, inform the disclosing party without undue delay and, if possible, in advance.

**7.3.** The confidentiality obligation does not apply to information that (a) was already lawfully known to the receiving party prior to disclosure by the other party and without any confidentiality obligation, (b) becomes generally accessible after disclosure without any act or fault of the receiving party, (c) is lawfully communicated to the receiving party by a third party without any confidentiality obligation, or (d) has been demonstrably developed or prepared independently by the receiving party without recourse to Confidential Information of the other party.

**7.4.** Each party shall take technical and organizational measures to protect Confidential Information that at least meet the requirements of section 2 no. 1 lit. b) of the German Trade Secrets Act (GeschGehG) and take account of the state of the art. If a party becomes aware of an actual or threatened breach of confidentiality, it shall inform the other party thereof without undue delay in text form and take reasonable measures to minimize damage.

**7.5.** Personal data shall be processed by both parties exclusively in accordance with Data Protection Laws. Each party shall ensure that processing operations for which it acts as the data controller under data protection law are based on an appropriate legal basis. The obligation to fulfill information and data subject rights vis-à-vis the persons affected by the respective processing lies with the party responsible therefor on its own. Further information on data processing by the Provider can be found in the privacy policy at [www.getcentify.com/privacy](http://www.getcentify.com/privacy).

**7.6.** To the extent that the Provider processes personal Customer Data in the course of the Centify Services, it acts as a processor within the meaning of Article 28 GDPR; the Customer is the controller in this respect. Upon conclusion of the Centify Agreement, a data processing agreement (DPA) automatically comes into effect between the parties. Unless the parties agree on a deviating DPA, the Provider's standard data processing agreement applies, which is part of the Centify Agreement and can be retrieved from the Centify Website. In the event of conflicts between the DPA and these GTC, the DPA shall prevail.

## **8. Limitation of Liability; Indemnification**

**8.1.** The Provider is liable without limitation for damages based on intent or gross negligence, as well as for damages from injury to life, body, or health. The same applies to the extent that mandatory statutory provisions prescribe unlimited liability, in particular in the case of guarantees assumed, fraudulently concealed defects, or pursuant to the provisions of the German Product Liability Act (Produkthaftungsgesetz).

**8.2.** In cases of simple negligence, the Provider is liable exclusively for the breach of such contractual duties whose fulfillment is essential for the proper performance of the Centify Agreement and on whose observance the Customer may justifiably rely (cardinal duties). In such cases, liability is limited in amount to the damage typically foreseeable at the time of



conclusion of the Agreement. For all other simply negligent breaches of duty, in particular breaches of ancillary duties, liability is excluded, unless mandatory law provides otherwise.

**8.3.** In all cases of limited liability, as well as for claims for lost profits, unrealized savings, and indirect or consequential damages, an additional monetary liability cap applies. This corresponds to the sum of the remuneration paid by the Customer to the Provider in the twelve months immediately preceding the event causing the damage. If no remuneration was paid during this period, the liability cap is EUR 10,000. Multiple damaging events within a calendar year shall be aggregated for the purposes of this cap.

**8.4.** Liability of the Provider without fault for defects already existing at the time of conclusion of the Agreement, in particular pursuant to the principles of sections 536a, 599 of the German Civil Code (BGB) or comparable provisions on liability in the case of providing software for use, is excluded to the extent permitted by law.

**8.5.** The Provider is not liable for performance disruptions based on events of force majeure. Force majeure shall mean circumstances that lie outside the reasonable sphere of influence of the Provider and were not foreseeable at the time of conclusion of the Agreement, including in particular natural disasters, war, terrorism, riot, pandemics or epidemics, embargoes, official orders, strikes or lockouts, reactor accidents, as well as large-scale failures of network or telecommunications infrastructure or disruptions at essential third-party service providers. The Provider is obliged to inform the Customer of the occurrence of such an event without undue delay in text form and to take all reasonable measures to minimize damage and restore performance capability.

**8.6.** In the event of loss of or damage to Customer Data, the Provider's liability is limited to the expense required to restore the data from backup copies properly created by the Customer. The prerequisite is that the Customer has fulfilled its data backup obligation pursuant to these GTC; otherwise, the Provider's liability for data loss is excluded.

**8.7.** The above liability provisions apply mutatis mutandis to claims against the Provider's corporate bodies, executive employees, other employees, vicarious agents, and subcontractors.

**8.8.** The Customer undertakes to indemnify the Provider and its corporate bodies, employees, and vicarious agents against all third-party claims, including reasonable costs of legal defense, that are based on an unlawful or non-contractual use of the Centify Services by the Customer or by persons attributable to it. Non-contractual use is deemed to include, in particular, the use of the Centify Services for the Customer's private purposes; unlawful use is deemed to include, in particular, any violation of applicable anti-discrimination provisions or other mandatory statutory requirements. The indemnification obligation does not extend to administrative or court-imposed fines, to the extent that their assumption by third parties is legally inadmissible.

## **9. Term; Termination**

**9.1.** If no fixed term is agreed, the Centify Agreement runs for an indefinite period and may be ordinarily terminated by either party with a notice period of three months to the end of the month, unless the parties have agreed on a deviating notice period.

**9.2.** If a fixed term is agreed, the Centify Agreement shall automatically be extended after expiry by a period of the same length, unless one party declares non-renewal in text form at least three months prior to the respective expiry date.

**9.3.** The right of both parties to extraordinary termination for good cause remains unaffected. Good cause exists for the Provider in particular if (a) the Customer made material statements



incorrectly or incompletely at the time of conclusion of the Agreement, (b) the Customer uses the IT Resources abusively or in breach of contract, or (c) the Customer is in default of payment of remuneration due for more than 30 days and does not settle the arrears despite a reminder in text form and the setting of a reasonable grace period.

**9.4.** Any termination, whether ordinary or extraordinary, requires text form (e.g., by email). Oral termination is invalid.

**9.5.** Upon the effective date of termination of the Agreement, all of the Provider's remuneration claims accrued up to that point and not yet settled shall become immediately due. Remuneration paid in advance for periods after the end of the Agreement shall be reimbursed on a pro rata basis, unless termination is based on good cause attributable to the Customer.

**9.6.** Upon the Customer's request in text form, the Provider shall make the Customer Data available to the Customer in a common, structured format that exists at the time of termination and is technically accessible. The request must be made no later than one month after the end of the Agreement. After expiry of this period, the Provider is entitled to irreversibly delete the Customer Data; statutory retention obligations and the provisions of the DPA on the deletion of personal data shall take precedence. Provision in special formats or with individual preparation shall only be made against separate remuneration agreed in advance.

**9.7.** The termination of the Centify Agreement shall not affect the continued existence of provisions that, according to their meaning and purpose, are intended to apply beyond the termination of the Agreement. This applies in particular to the provisions on confidentiality, IP Rights, liability, remuneration for services rendered prior to termination, and this concluding provision itself.

## **10. Amendments**

**10.1.** The Provider is entitled to amend these GTC as well as the contractual services, product descriptions, technical requirements, and remuneration with effect for the future, to the extent that this is objectively justified. Objective justification exists in particular if the amendment is necessary in order to (a) comply with changed legal requirements or regulatory specifications, (b) take account of final court or administrative decisions, (c) eliminate or reduce IT security-related risks, (d) respond to changes in the third-party services or infrastructures used over which the Provider has no significant influence, or (e) introduce improvements to the Centify Services that do not objectively worsen the legal position of the Customer.

**10.2.** Amendments shall be notified to the Customer in text form at least one month prior to their planned entry into force. The notification must contain the content of the planned amendment, the intended entry into force, and an express notice that the absence of an objection within the objection period shall be deemed as consent to the amendment. The Customer is entitled to object to the amendment in text form by the end of the day before the intended entry into force. If no timely objection is received, the amendment shall be deemed accepted upon its entry into force. Continued use of the Centify Services after entry into force of an amendment shall additionally be deemed consent.

**10.3.** No right of objection is required for amendments that do not affect the legitimate interests of the Customer. This includes, in particular, purely editorial corrections, visual or linguistic adjustments without substantive impact, and the introduction of additional functions that exclusively expand the existing scope of services.

**10.4.** If the Customer objects to an amendment in due time, the Centify Agreement shall provisionally remain in force under the previous conditions. In this case, the Provider is entitled to terminate the Centify Agreement with a notice period of three months to the end of the



month. If the Provider exercises this right of termination, the Customer shall have no claim for damages on account of the termination of the Agreement.

## **11. Final Provisions**

**11.1.** The assignment or transfer of rights or claims arising from the Certify Agreement by the Customer to third parties is inadmissible without the prior consent of the Provider in text form. The Customer's right to assign monetary claims pursuant to section 354a (1) of the German Commercial Code (HGB) remains unaffected.

**11.2.** The Customer is entitled to set off against claims of the Provider only with such counterclaims, or to assert a right of retention, that are undisputed, acknowledged by the Provider in text form, or have been finally established by a court. Furthermore, the Customer may only base a right of retention on claims arising from the same contractual relationship.

**11.3.** The Certify Agreement contains all agreements of the parties on its subject matter and supersedes all previous oral or written agreements thereon. No oral side agreements exist. Subsequent amendments or supplements to the Certify Agreement, including an amendment to this clause itself, require text form to be effective, unless these GTC expressly provide otherwise.

**11.4.** The place of performance for all services arising from the Certify Agreement shall, to the extent permitted by law and unless the parties agree otherwise, be the Provider's registered office.

**11.5.** Since the Certify Agreement is concluded exclusively with entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), section 312i (1) sentence 1 nos. 1 to 3 BGB (obligations in electronic commerce vis-à-vis consumers) shall not apply to the contractual relationship.

**11.6.** Should a provision of the Certify Agreement be or become invalid, unlawful, or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid and enforceable provision that most closely corresponds to the economic purpose of the original provision shall apply. The same shall apply mutatis mutandis to unintended gaps in the Certify Agreement; the parties undertake to close such gaps with a provision that takes appropriate account of their respective interests.

**11.7.** The Certify Agreement and all related legal relationships shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the conflict-of-laws rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory provisions of Union law, in particular the GDPR, and other mandatory statutory provisions remain unaffected.

**11.8.** The exclusive place of jurisdiction for all disputes arising from or in connection with the Certify Agreement is the Provider's registered office. However, the Provider is entitled to assert claims against the Customer alternatively before the court at the Customer's general place of jurisdiction or any other legally permissible place of jurisdiction. This place of jurisdiction shall not apply to the extent that mandatory law prescribes a different place of jurisdiction.