

General Terms and Conditions of adojo GmbH

1. Subject Matter of the Contract

(1) The following general terms and conditions apply to all legal transactions of adojo GmbH according to the contract with its contracting party, hereinafter referred to as the "Customer". adojo GmbH provides services to the Customer in the field of search engine marketing for websites on the Internet, as well as other online marketing services in a broader sense. Unless explicitly agreed otherwise, services are remunerated on an hourly basis.

(2) adojo GmbH will look after the interests of the customer to the best of its ability. Market, production, and sales figures provided by the Customer for collaboration will be treated strictly confidentially by adojo GmbH. The customer undertakes to treat the contractual contents of this contract confidentially.

2. Contract execution

(1) The basis of the agency's work is the offer and the positions contained in the offer, supplemented if necessary by the customer's briefing. If the briefing is given verbally, the corresponding contact report becomes a binding working document.

(2) adojo GmbH regularly creates internal task lists with the most important measures for the next few months. These task lists are decisive for the further processing of projects. The customer can view the task lists upon request. The customer can request changes to the content and prioritization of the task lists in writing at any time. Failure to comply with activities and deadlines in a task list does not give rise to a right to a reduction in price or to extraordinary termination.

(3) adojo GmbH reserves the right to transfer the agreed hours of one position of an offer to another position of the same offer if one position requires more hours than the other position.

(4) adojo GmbH reserves the right to advance or under-deliver the monthly agreed hours and to make up the difference in the following months. The customer's obligation to pay for the agreed monthly number of hours remains unaffected, provided that all agreed hours have been completed by the end of the contract term.

(5) adojo GmbH creates monthly activity reports for the previous month and sends them to the customer. Failure to provide an activity report on time does not give rise to a right to a reduction or termination, unless the customer has previously given a written reminder of its provision.

3. Remuneration

(1) The remuneration agreed upon in the contract shall apply. Services are provided upon commissioning and receipt of payment. Payments are due 14 days after invoicing without any deductions.

(2) All services provided by adojo GmbH are subject to the legally applicable value-added tax at the currently applicable rate.

4. Warranty and liability of adojo GmbH

(1) The risk of the legal admissibility of the measures developed and carried out by adojo GmbH is borne by the customer. This applies in particular in the event that the actions and measures violate provisions of competition law, copyright and special advertising law. However, adojo GmbH is obliged to point out legal risks if they become aware of them during their work. The

customer releases adojo GmbH from third-party claims if adojo GmbH acted at the customer's express request, even though it communicated concerns to the customer regarding the admissibility of the measures. The notification of such concerns by adojo GmbH to the customer must be made immediately after they become known in writing by email, fax or post.

(2) adojo GmbH is under no circumstances liable for the factual statements about the customer's products and services contained in the advertising measures. adojo GmbH is also not liable for the ability to protect or register the ideas, suggestions, suggestions, images, graphics, photos, concepts and drafts provided as part of the order under patent, copyright and trademark law.

(3) adojo GmbH is only liable for damage that it or its vicarious agents caused intentionally or through gross negligence. The liability of adojo GmbH is limited to the one-off income resulting from the respective order for adojo GmbH. The liability of adojo GmbH for consequential damage due to the legal basis of positive breach of contract is excluded if and to the extent that the liability of adojo GmbH does not result from a breach of the obligations essential for the fulfillment of the purpose of the contract.

(4) The customer is aware that the inclusion of his websites and domains in the search engines, as well as certain rankings in the search result lists, cannot be guaranteed by adojo GmbH, as this is solely at the discretion of the respective search engine operator. The customer is aware that the position of his websites in the search engines can change at any time. In the area of search engine advertising (Google Ads, advertising on Bing), no specific ad rank, specific click rates or click prices can be guaranteed, as these factors are not within the sole control of adojo GmbH.

5. Contract duration, notice periods

This contract comes into force upon written acceptance of the underlying offer. It is concluded for the contract period stated in the offer. If the contract was concluded for an indefinite period, it can be terminated with three months' notice to the end of the year. The right to termination without notice for good cause remains unaffected. Termination must be made in writing.

6. Offsetting, right of retention

Offsetting or asserting a right of retention is only permitted with recognized or legally established counterclaims.

7. Data protection

The customer agrees that, within the framework of the contract concluded with him, personal data may be stored, changed and/or deleted and, if necessary, transmitted to third parties. This applies in particular to the transmission of data that is necessary for registering and/or changing a domain in search engines, catalogs, social media and lists, which may subsequently become public. For all other customer data, adojo GmbH undertakes not to pass it on to third parties.

8. References

adojo may sign the Internet projects it develops, in particular websites and advertising campaigns, appropriately and in accordance with industry practice, and publish the order placed for self-promotion. The signing can be done via a hyperlink that refers to the adojo GmbH website in connection with a reference to the services provided in the imprint of the customer's website. This signing and promotional use can be excluded by a corresponding separate agreement between adojo and the customer.

9. Third Party Services

Freelance employees or third parties engaged by adojo GmbH are vicarious agents or vicarious agents of adojo GmbH. The customer undertakes not to directly or indirectly commission these employees employed by adojo GmbH to carry out the order during the 12 months following the completion of the order without the involvement of adojo GmbH.

10. Final provisions

Should a provision of these General Terms and Conditions be wholly or partially invalid or lose its legal validity at a later date, this will not affect the validity of the remaining provisions. Instead of the invalid provision, another appropriate regulation should apply by adapting the contract, which comes economically closest to what the contracting parties would have wanted if they had been aware of the ineffectiveness of the regulation.

Nuremberg, 10.2.2015