

## **General terms and conditions for customers for the use of the services of Mysupply**

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### **Preamble**

The Mysupply GmbH, Jungfernstieg 7, 20354, Hamburg, Germany (hereinafter "Mysupply") operates an online platform [www.mysupply.ai](http://www.mysupply.ai), on which its customers (hereinafter "Customers") can submit requests for the procurement of goods and services ("services"; overall hereinafter referred to as "requests"). Customers may receive offers from suppliers of services (hereinafter referred to as "Suppliers") via the online platform. The contracting parties shall always be the Customer and the Supplier.

### **Section 1 – General Conditions**

#### **§ 1 SCOPE**

These general terms and conditions (hereinafter: "GTC") shall apply to all contracts concluded in connection with Mysupply's performance.

#### **§ 2 AUTHORIZED CONTRACTORS**

(1) The contract with Mysupply is concluded exclusively via the online platform and only with registered suppliers (hereinafter: "Users").

(2) Registration is exclusively open to natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or self-employed professional activity and are accordingly entrepreneurs within the meaning of § 14 BGB (German Civil Code). The registration and the use of the online platform by a person who thereby pursues a purpose which can predominantly neither be attributed to his commercial nor his self-employed professional activity is inadmissible. Registration and use by minors are likewise prohibited.

#### **§ 3 CHARGES**

Mysupply charges user fees. These may consist of monthly and/or transaction-related fees. The price of the user fee is based on the current Mysupply price list available online. In case of a cancellation before the end of a fee period, unused user fees will not be refunded.

#### **§ 4 ONLINE NEGOTIATION**

(1) According to these GTC, an online negotiation is defined as a temporary process that enables Customers to determine an appropriate remuneration for a specific request and subsequently accept a corresponding offer from a Supplier.

(2) Mysupply has no obligation, but the right to review the Customer's requests before they are activated for the Suppliers. A user is not entitled to the activation of his request.

(3) Only those registered Suppliers who have been selected by the Customer specifically or generally are entitled to participate in an online negotiation and thus to submit offers. Mysupply has the right to examine Suppliers for participation in the online negotiation before they are made available to the Customer for final selection.

(4) The Supplier is not entitled to be notified of a request or to be given the opportunity to participate in the online negotiation.

(5) The Suppliers may no longer change or withdraw their offers after submission. In exceptional cases where the Supplier is not at fault, Mysupply may cancel the offer without acknowledging any legal obligation. Mysupply can refuse the cancellation if the reasons put forward are not sufficiently demonstrated and proven. Only Mysupply can make the change or withdrawal of the offer in such a case.

(6) Furthermore, the Suppliers can ask the Customer questions about their request before submitting the offer. The questions as well as the answers of the Customers are visible for all Suppliers participating in the online negotiation. The Suppliers have the obligation to review the questions of other suppliers for possible effects on their offer.

## **§ 5 OTHER NEGOTIATION METHODS**

(1) The Customer may further negotiate the offers of the suppliers before accepting them. Mysupply provides a mechanism for this negotiation on the online platform. The Customer can also conduct the negotiation offline. If the parties conduct the negotiation offline, they have to document the conclusion of the contract themselves.

(2) Provided that Mysupply advises the Customer in the selection of a mechanism, the Customer must select and carry out these mechanism on his own responsibility and without liability on the part of Mysupply.

(3) Insofar as Mysupply advises the Customer in the selection of a mechanism, the Customer continues to make the selection on his own responsibility and own assessment of the probability of success and behavior of the Suppliers. It is therefore clarified that no statement from Mysupply should include an assumed responsibility for the selection.

## **§ 6 ABUSIVE BEHAVIOUR**

It is prohibited to use the online platform in a manner other than the one described here and for any purpose other than those as set out in these GTC. In particular, it is forbidden:

- to circumvent the technical precautions to prevent misuse;
- to manipulate or to agree to fix the prices of own or third-party offers by using several User accounts or in cooperation with other Users;
- to systematically read out and store the information about users available on the online platform or to use it for any purpose other than to initiate a contract with Mysupply;
- the use of the online platform with the intention of circumventing the commission fee for Mysupply.

## **§ 7 SERVICES NOT OFFERED OR TENDERED**

(1) Mysupply does not offer any services which are immoral or violate the rights of third parties or the law. Furthermore, Mysupply does not offer any services that require a regulated/official permission under German law. This includes (in accordance with the relevant definition of the currently valid version of the respective German law or of the professional chamber in Germany) in particular:

- out-of-court legal services within the meaning of the Legal Services Act (German Rechtsdienstleistungsgesetz);
- services of a lawyer within the meaning of the Federal Lawyers' Act (German Bundesrechtsanwaltsordnung);

- services of an auditor within the meaning of the Auditor's Regulations (German Wirtschaftsprüferordnung);
- services of a tax consultant within the meaning of the Tax Consulting Law (German Steuerberatungsgesetz);
- services of notary within the meaning of the Federal Notarial Code (German Bundesnotarordnung);
- services of notary within the meaning of the Federal Notarial Code (German Bundesnotarordnung);
- services of patent attorney within the meaning of the Patent Attorneys' Act (German Patentanwaltsordnung);
- services of an architect;
- services of a consulting engineer (if bound by a code of professional conduct).

(2) The tender of any of the services referred to in § 7 (1) by the Customer is not permitted.

(3) It is likewise not permissible to offer or promote such a service by the Supplier.

(4) Mysupply reserves the right to make the admissibility of services subject to conditions which go beyond those mentioned in § 7 (1).

## **§ 8 INDEMNITY**

The User indemnifies Mysupply against all claims that other Users or third parties assert against Mysupply due to infringement of their rights by services advertised or offered by the User via the online platform or because of its other use of the online platform. The User assumes the costs of the necessary legal defense by the expert, including all court costs and attorney fees at the statutory rate. This does not apply if the user is not responsible for the infringement. The user is obliged to make available to Mysupply immediately, truthfully and completely all information necessary for the examination of the claims and a defense in the event of a claim by third parties.

## **§ 9 LIABILITY FOR DAMAGE**

(1) Mysupply is not liable for damages resulting from a negligent breach of duty by Mysupply or his vicarious agents, insofar as their occurrence in the context of the respective contractual relationship was not reasonably expected. As a rule, the occurrence of a loss does not have to be expected if it is only indirectly based on the breach of duty.

(2) Paragraph 1 does not apply to damages from injury to life, body or health as well as to the violation of cardinal obligations.

(3) If the damage suffered by the user is due to a breach of duty by another user, Mysupply will, as a precaution, assign all claims against infringing users arising from the respective uniform circumstances of life to the infringed user. A claim against Mysupply by the infringing user is only admissible after prior judicial actions against the infringing user by the infringed user, and only to the extent that the proceedings against the infringing user have not provided remedy and this is not based on a culpable omission of the infringed user.

(4) Mysupply is not obliged to perform and can withdraw from the contract, provided that Mysupply cannot fulfill the contract, even though Mysupply has contracted with carefully chosen contract partners.

(5) Mysupply assumes no liability for the selection of Customers and Suppliers. Customers and Suppliers choose their contractual partners on their own responsibility.

(6) When submitting data to the platform, the User preserves all copyright, rights of third parties and applicable laws.

#### **§ 10 THE CUSTOMER'S RIGHTS IN THE EVENT OF DEFICIENCIES**

(1) In the case Mysupply owes a duty to perform a task in the form of a work under this contract, it is the Customer's responsibility to control the work immediately after delivery and to notify any defect without delay. If such a defect appears later, the notification must be made to Mysupply immediately after the discovery as well.

(2) If the Customer fails to send such notification within 5 days after the defect could have been reasonably discovered, the notice of defect shall be regarded as out of time. Decisive is the date on which Mysupply receives the Customer's notice and the description of the defect.

(3) If the Customer fails to make the immediate notification, the Customer cannot assert the defect, unless the defendant has maliciously concealed the defect.

(4) Irrespective of § 12 (1) to (3), a work which is essentially free of defects shall be deemed as accepted at latest 14 days after delivery.

(5) If a work performed by Mysupply is regarded as deficient and the Customer remedies the defect himself, Mysupply shall, without prejudice to § 10 (1) to (4), only reimburse the Customer's expenses if Mysupply accepted such a practice in advance. Mysupply does not refuse his consent if this were disproportionate to the interests of the parties.

(6) In the case of a defect of the work, Mysupply always has the right, at its option, to remedy the defect or to produce a new work. The Customer's right to withdraw from the contract, the reduction of remuneration owned by the Customer or the demand to be compensated for damages due to the defect is not permissible before the supplementary performance failed a second time or Mysupply refuses the supplementary performance.

#### **§ 11 NO VALIDITY OF DEVIATING GENERAL TERMS AND CONDITIONS**

Deviating, conflicting or supplementary general terms and conditions or the Customer's terms of use are not applicable.

#### **§ 12 AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

Mysupply reserves the right to change these general terms and conditions at any time and without giving reasons, with the effect for the future. Mysupply will inform their contractual partners about the intended changes by e-mail at least four weeks before their entry into force and will make the amended terms and conditions accessible to the contractual partners. The amendments shall be deemed approved if the contractual partner does not object in writing within four weeks after receipt of the notification. The notification will contain a corresponding reference to this period as well as the consequences of the omission of an objection. Decisive for the observance of the deadline is the receipt of the objection by Mysupply. In the event of a timely objection, both parties have the right to terminate the relevant contracts.

#### **§ 13 INVALIDITY OF INDIVIDUAL CLAUSES**

Should individual provisions of these general terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The law shall replace the provisions of the general terms and conditions which are not included or invalid. Unless such legislation is not available (regulatory gap) or produces in an intolerable result, instead of using the non-included or invalid provision, the parties will enter into negotiations to adopt an effective settlement which is as close as possible to the economic interests of the other party.

#### **§ 14 PRIVACY PROTECTION**

(1) Mysupply collects, processes and uses personal data in accordance with the applicable statutory data protection regulations, in particular the GDPR, TMG and the BDSG. The data protection regulations of Mysupply are applicable and available at: [www.mysupply.de/en/privacy](http://www.mysupply.de/en/privacy). The data collected will not be passed on to third parties outside the subsidiary / parent companies.

(2) The User agrees to the passing on of his personal data to other Users of Mysupply's usual and regular business.

(3) The User may object the use of the data in accordance with statutory provisions. For this purpose, an informal declaration will suffice. The contact data can be found at: [www.mysupply.de/en/contact](http://www.mysupply.de/en/contact).

#### **§ 15 APPLICABLE LAW**

The contracts concluded in connection with the use of the online platform shall be governed exclusively by German law to the exclusion of the norms of international private law and the UN Convention on Contracts for the International Sale of Goods.

#### **§ 16 JURISDICTION**

Exclusive court of jurisdiction for all disputes arising from contractual relations, which are in connection with the use of the online platform or a contract concluded therewith is Hamburg. This shall not apply if, according to the statutory provisions, another exclusive court of jurisdiction is justified.

### **Section 2 – Use of the platform**

#### **§ 17 SCOPE OF APPLICATION**

The provisions of this section supplement those of section 1 and govern the use of the online platform by Users.

#### **§ 18 CONCLUSION OF CONTRACT**

(1) The contract for the use of the online platform provided by Mysupply is concluded by the User completing the registration on the online platform with the consent of these terms and conditions and the acknowledgement of the data protection declaration.

(2) There is no legal basis to claim for the conclusion of a usage contract.

#### **§ 19 REGISTRATION**

(1) In order to use Mysupply's services, the User must register on the online platform and create an account.

- (2) The registration is only completed successfully when Mysupply has checked the data received on the master data form and the confirmation has been sent to the User.
- (3) The User has to enter the data requested in the master data form completely and truthfully.
- (4) The User has access to all essential functions of the online platform after Mysupply approved the access.
- (5) Mysupply reserves the right to delete accounts of Users who have not completed the registration completely after a reasonable period of time.

## **§ 20 USER ACCOUNT**

- (1) The user is obliged to always keep his account information up to date and to update it immediately in the event of a change.
- (2) Users must keep their password secret and adequately secure access to their user account on the online platform. They must inform Mysupply immediately if there are indications that their account on the online platform has been misused by third parties.
- (3) A Mysupply account is not transferable.

## **§ 21 DURATION OF THE CONTRACT**

The platform usage agreement between Mysupply and the customer is concluded for an indefinite period of time.

## **§ 22 TERMINATION OF THE CONTRACT**

- (1) The user may terminate the platform usage contract at any time without notice and without giving reasons in writing or by e-mail.
- (2) Mysupply may terminate the platform usage contract at any time without giving reasons by giving 14 days' notice to the end of the month. In the event of termination by Mysupply, the user fee will be reimbursed by the supplier for the unused service.
- (3) The User loses access to his account by terminating the contract.
- (4) The termination of the platform usage agreement shall not be affected by contracts concluded via the online platform.

## **§ 23 SANCTIONS**

- (1) If there is reason to believe that a User violates these terms, statutory provisions or the rights of third parties, Mysupply may, depending on the severity of the infringement:
  - exclude the respective User from the further course of a negotiation and / or
  - locks its User account or individual functions for a limited time or permanently
  - terminate the platform usage agreement without notice.
- (2) Mysupply reserves the right to initiate legal action.
- (3) After the platform usage agreement has been terminated by Mysupply, the re-registration, even under a different name, is forbidden.

## **§ 24 SCOPE OF GUARANTEED OPERATION**

- (1) Mysupply does not guarantee the permanent, uninterrupted operation of the online platform and does not guarantee anything beyond the existing facilities and arrangements.

(2) Mysupply may temporarily restrict its services offered on the online platform if this is necessary with regard to capacity limits, the security or integrity of the servers, or for the performance of technical measures, and the proper or improved provision of the services (maintenance). In such cases, Mysupply takes into account the legitimate interests of the users, for example by the timely announcement of the measure.

#### **§ 25 TERMS OF PAYMENT**

(1) Mysupply invoices the services provided, unless otherwise agreed.

(2) The Customer must pay Mysupply the price list stated in the price list within 30 days of receipt of the invoice.

(3) The Customer is in default without any additional reminder after 30 days after notification of the invoice amount.

### **Section 3- Customer's contract with the Supplier**

#### **§ 26 SCOPE OF APPLICATION**

The provisions of this Section supplement those of Section 1 and relate to the contract between the Customer and the Supplier.

#### **§ 27 CONDITION OF THE CONTRACT IN THE ONLINE- NEGOTIATION-PROCEDURE**

(1) The agreement between the Customer and the Supplier in the online-negotiation-procedure shall be concluded as follows:

a) The request submitted by the Customer to initiate the online negotiation represents a legally non-binding request to an indefinite group of Suppliers to make offers to the Customers.

b) After the request has been reviewed by Mysupply if necessary, it will be displayed in legally non-binding manner to the Suppliers selected by the Customer on the platform, either concretely or generally.

c) The Supplier makes a legally binding offer to conclude a contract with the Customer resulting from the Customer's request and the clarification by the Customer's answers to questions of the Supplier during the online negotiation as well as the presented remuneration. The Supplier shall be bound by his offer for ten working days or the period specifically stated in the request from the submission and may not revoke his offer during this period.

d) The Customer can accept the Supplier's offer during this time.

e) If the Customer carries out step d), a contract is concluded by receipt of a corresponding declaration of acceptance from the Customer or by the power of attorney of the Customer of Mysupply with the Supplier. The acceptance by Mysupply always takes place on condition that an effective representation exists between Mysupply and the Supplier selected by the Customer.

(2) The Customer has neither a claim that Mysupply provides him with at least one Supplier, nor that Mysupply provides him with a certain Supplier for selection. Furthermore, this applies particularly if a Supplier demands a lower remuneration than another Supplier.

(3) Oral ancillary agreements shall not become an integral part of the contract.

## **§ 28 DURATION OF THE CONTRACT**

The duration of the contract between the Customer and Supplier shall depend on the content of the contract concluded. The contract ends with the complete provision of the service described more precisely in the contract.

### **Section 4– German version**

This English version is a translation of the valid German version. In case of any doubts, the German version shall be the decisive version to interpret this English version. In case of any possible ambiguous understanding of the English version the Client shall ask Mysupply about the right interpretation of the GTC.