

General Terms and Conditions (GTC) of My-Factura GmbH & Co. KG



1. Definition of terms and scope

a. My-Factura GmbH & Co. KG (hereinafter referred to as My-Factura for short) is a provider of standard software for invoice / member / payment management. My-Factura sells the possibility of using the software (license) as part of the software rental against payment of license fees, which are usage fees. There is explicitly no unlimited right to use the software beyond the end of the contract.

b. The software can be rented in the cloud (as part of Software as a Service, "Saas version").

c. These terms and conditions apply to all license-related services of My-Factura that the contractual partner (customer) receives from My-Factura. Depending on the type of license agreed, the usage agreement for SaaS or cloud versions also applies in addition to these terms and conditions.

d. Opposing or deviating conditions only apply if My-Factura has expressly agreed to their validity in writing.

e. The terms and conditions are available at any time at <https://www.my-faktura.com/downloads/>

2. Conclusion and duration of the contract

a. The contract for services from My-Factura is concluded

- the receipt of the declaration of acceptance within the acceptance period specified in the offer in text form from My-Factura or

- through acceptance of the late application in text form by My-Factura.

b. The contract period for software rental begins on the day the access is sent. Any minimum contract periods begin on the same day. Unless otherwise agreed, the minimum term is one year with a notice period of two months to the end of the minimum contract term. Unless otherwise agreed, the non-terminated contract is extended by one year.

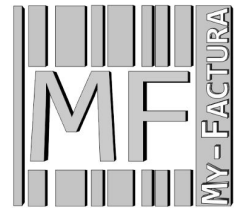
c. The right of both parties to terminate the contract without notice for an important reason remains unaffected. An important reason is, for example, the unauthorized use of personalized access by several people.

d. My-Factura has the right to temporarily deactivate the software made available to the customer or access to it until the fee has been paid in the event of a delay in the usage fee.

e. Any termination must be made in writing.

f. The My-Factura websites or general documents, which are not an offer, merely represent an invitation to submit offers.

g. The customer assures that entrepreneurs i.S.v. § 14 BGB to be, i.e. to be a natural or legal person or a legal partnership who, when concluding the contract, is exercising their commercial or independent professional activity.



h. Accesses made available for test purposes expire after one calendar month - unless otherwise agreed.

3. Prices and Payment

a. The prices for the agreed services, as well as the scope of services, are based on the underlying offer.

b. Unless otherwise agreed, the usage fees are due for payment upon invoicing for the entire accounting period.

c. The usage fee is due for each commenced calendar month from the operational availability.

d. The invoice is to be paid by bank transfer or direct debit.

e. In the event of extraordinary termination, the usage fee must be repaid on a pro rata basis.

f. In the event of default in payment, the statutory provisions apply.

g. My-Factura is entitled to increase the fee for the first time after the minimum contract period has expired with a written notice of four weeks at the beginning of the following month. This gives the customer a special right of termination to terminate the contractual relationship in writing within a period of four weeks after receipt of the notification. My-Factura will inform the customer of this right of termination together with each announcement of the increase in usage fees.

h. The prices are exclusive of sales tax at the applicable statutory rate.

i. Other services such as My-Factura provides training courses according to the effort and at the prices agreed by the parties.

j. Changes to the invoice details must be communicated to My-Factura immediately. In the event of late notification, the payment obligation for the originally agreed payment term remains unaffected by any new invoice to be issued and the associated time delay.

4. Confidentiality

a. The contracting parties will keep confidential all information that is to be treated confidentially and that they have come to know in the context of this contractual relationship, unless the parties have given written consent about its use.

b. The companies associated with the respective contractual partner within the meaning of Section 15 AktG are not considered third parties.

c. The information to be treated as confidential only includes information expressly designated as confidential by the party providing the information and such information, the confidentiality of which is clear from the circumstances of the transfer. My-Factura should treat the application data as confidential, in particular, should My-Factura gain knowledge of them.



d. The obligation to confidentiality does not apply to information that is or was generally known or accessible.

e. The burden of proof for these exceptions to confidentiality lies with the party using or disclosing the information.

f. The confidentiality exists for an indefinite period.

5. Reference marketing

a. My-Factura has the right to name the customer in publications on the Internet and in print media as a customer reference. The customer is ready to use the approved advertising material such as To make logos available and undertakes to grant all necessary rights. If there are special requirements for the use (e.g. corporate identity), the customer will notify this without being asked. In addition, the customer agrees to participate in a one-page user report. A reference will only be made in a factually applicable manner and is excluded if the customer's legitimate interests oppose this. The customer can at any time object to future references in writing.

6. Limits of Liability

a. The liability of the parties to one another and their legal representatives or vicarious agents in the event of willful intent or gross negligence is unlimited, as is the case in the case of slight negligence for injury to life and limb.

b. Otherwise, liability only exists if it is based on a breach of the essential contractual obligations, compliance with which the injured party could rely. In these cases, liability is limited to compensation for the foreseeable, typically occurring damage.

c. The strict liability of My-Factura for damages (§ 536a BGB) for defects existing at the time of conclusion of the contract is excluded, unless the customer has reported an existing defect in writing within thirty days.

d. There is no mutual liability for consequential damage, indirect damage or atypical damage. Statutory or, according to established case law, liability that cannot be excluded remains unaffected.

e. The liability amount is limited to the usage fees actually paid by the customer under this contract.

7. Compliance with legal regulations on employee protection

a. My-Factura assures that all essential legal regulations for employee protection are complied with, as well as the regulations for the legal minimum wage according to MiLoG.

b. My-Factura is responsible for ensuring that all subcontractors are also bound to this obligation, insofar as they are involved in the services of this contract.



8. Bankruptcy

a. One party must notify the other party immediately if

- she has applied for the opening of insolvency proceedings or intends to do so within the next fourteen calendar days,
- the opening of insolvency proceedings has been applied for by a third party,
- she has to stop payments due to payment difficulties,
- Measures have been taken against them in connection with payment difficulties to satisfy third-party creditor claims, or
- it has agreed to agreements to satisfy third-party creditor claims in connection with payment difficulties.

9. Final provisions

a. With the consent of the customer and taking into account the text form, My-Factura can change the provisions of these general terms and conditions as well as the respective conditions of use for the respective version at the end of the second following month. Approval is deemed to have been given if the customer does not object within six weeks of receiving the notification of change in text form. In this case, the contractual relationship is continued without the changes under the terms and conditions.

b. A single or multiple toleration of breaches of contractual obligations by the other party does not justify any entitlement to permanent toleration. A waiver of one of the obligations justified here can only be effectively effected by means of a written declaration by the waiver.

c. The UN sales law is excluded.

d. The customer can, at his option, transfer his rights and obligations from this contract to another company affiliated with him within the meaning of Section 15 AktG.

e. My-Factura can transfer the rights and obligations from this contract to a suitable company of its choice. In this case, the customer has a special right of termination, which must be exercised within ten working days after receipt of the notification of the transfer in writing to My-Factura.

f. German law applies. The place of jurisdiction is Munich.

G. Should one or more provisions of this contract be ineffective, the validity of the remaining provisions remains unaffected. Oral agreements are only valid if they are confirmed in writing by both parties.