General Terms and Conditions of Use, ONEPAGE GmbH

Last updated: October 2026

1. Applicability

1.1 These General Terms and Conditions of Use (hereinafter: "**GTC**") apply to any present or future contractual relations on the use of the platform at https://app.onepage.io/ between ONEPAGE GmbH (hereinafter: "**ONEPAGE**") and the customer (hereinafter: "**Customer**").

1.2 These GTC apply exclusively to companies (Sec. 14 BGB, German Civil Code), public-law entities or special funds under public law.

1.3 The Customer's general terms and conditions contrary or deviating from these GTC shall not apply, even if ONEPAGE does not expressly object to them. The unconditional acceptance or execution of an order does not make them part of the contract.

1.4 Individual agreements made in individual cases between the Customer and ONEPAGE prevail over these GTC.

2. Object of our Services

2.1 ONEPAGE provides the Customer with a platform for use at https://app.onepage.io/ (hereinafter: "**Platform**"), by means of which the Customer can design its own website.

2.2 Object of ONEPAGE's services (hereinafter: "**Services**") is:

a. the provision of the Platform for browser-based use in an area accessible exclusively to registered users;
b. the provision of storage space on servers of the external service providers Amazon Web Services Inc. (hereinafter: "**AWS**") and Google Ireland Ltd. (hereinafter: "**Google**") for the purpose of hosting the Customer's website created via the Platform on servers of AWS and Google based in the European Union;
c. Support services, i.e. technical support by ONEPAGE via a chat function on ONEPAGE's website.

2.3 ONEPAGE is entitled to provide the Services in whole or in part by subcontractors. The use of subcontractors does not release ONEPAGE from its obligation to fulfilment of the contract towards the Customer. ONEPAGE ensures to work only with subcontractors who provide their services according to the state of the art and who are bound by equivalent rules of privacy and data protection as ONEPAGE is towards the Customer.

3. Registration process; Conclusion of contract; Free module; Upgrade to paid modules

3.1 For the use of the Platform, registration of the Customer with name and e-mail address is required. The installation of software is not needed to use the Platform; access to the Platform is browser-based.

3.2 The use of the Platform is exclusively available to entrepreneurs. When registering, the Customer confirms being an entrepreneur within the meaning of Sec. 14 BGB (German Civil Code). When registering, the Customer must provide the real name of a contact person at the Customer and a valid e-mail address; pseudonyms are not permitted. The Customer is obliged to provide all personal data and information truthfully and completely during registration and to keep this information up to date throughout the entire term of the contract. ONEPAGE reserves the right to request suitable proof of identity from the Customer at any time in order to verify the accuracy of the information provided.

3.3 The owner of an account is the person who is registered with his/her contact details ("**Registered User**"). ONEPAGE is not authorised and not obliged to grant access to the Registered User's account to any person other than the Registered User. If the Customer wishes to transfer an account, ONEPAGE must be provided with written proof of the authorisation or the transfer of the account by the Registered User (e.g. transfer contract, power of attorney).

3.4 The registration for the use of the Platform is free of charge. After successful registration, the Customer receives a registration confirmation from ONEPAGE by e-mail. The contract between ONEPAGE and the Customer comes into effect upon receipt of the registration confirmation by the Customer.

3.5 Upon registration, the Customer initially receives the free module "Free". After login, the Customer has the option to upgrade to a paid module in its customer account.

3.6 By clicking on the "Upgrade" button and subsequently on the "Order subject to payment" button in the payment process, the Customer concludes a contract for the use of the paid module selected.

3.7 After successful completion of the payment process via the external payment service provider Stripe, the Customer receives a confirmation from ONEPAGE by e-mail about the paid upgrade as well as a payment

confirmation. The contract for the paid module comes into effect upon receipt of the confirmation of the upgrade. The current contract term remains in force and does not restart upon upgrade.

4. Contract Term; Termination

4.1 The minimum contract term is one month for monthly licences and 12 months or 24 months for annual licences. When upgrading to a paid module, the Customer selects its preferred minimum contract term and payment method (monthly, 12 months or 24 months in advance).

4.2 For monthly licences the following applies: The contract can be terminated for the first time with a notice period of one month to the end of the minimum contract term or the extension period. If it is not terminated or not terminated in due time, it shall be extended by a further month (hereinafter: "**Extension Period**"). If the contract is not terminated or is not terminated in due time before the end of the Extension Period, it shall be extended for a further month in each case.

4.3 For annual licences the following applies: The contract can be terminated for the first time with a notice period of one month to the end of the minimum contract term or the extension period. If it is not terminated or not terminated in due time, it shall be extended by further 12 or 24 months (hereinafter: "**Extension Period**"). If the contract is not terminated or is not terminated in due time before the end of the Extension Period, it shall be extended by further 12 or 24 months in each case.

4.4 Notice of termination must be given in text form (by e-mail or fax).

4.5 Upon termination of the contract for a paid module, the Customer's account will be downgraded to the free module "Free". The websites created as part of the paid modules will be merely deactivated. Should the Customer also wish to terminate the module "Free" and permanently delete its account (including all websites created and hosted under this account), this requires an explicit declaration (hereinafter: "**Request for deletion**"). ONEPAGE will permanently delete the Customer's account (including all Websites hosted under this account) within 30 days of receiving a Request for deletion.

5. Types of licences; Rights of use; Limitations of use / unauthorized content

5.1 ONEPAGE grants the Customer a non-exclusive, non-transferable and non-sublicensable worldwide right of use for the duration of the contract term to use the Platform for the purposes and processes listed in Sec. 2.2. The right of use also includes user documentation (FAQ list) and support pages (ONEPAGE Help Centre).

5.2 ONEPAGE provides its Services in three types of licences:

1.) main licence

2.) additional licence via add-ons

3.) additional volume-based licence, which can be used to add additional editors or additional websites / projects to the main licence or to use paid AI tools.

The volume-based licence requires that the Customer has reached the "Expert Plan" status, in which a certain number of websites are included (hereinafter: "**Included Websites**"). Further websites, in addition to the Included Websites, are billed via the volume-based licence. The number of websites at the beginning of a month is decisive, i.e. changes to the number of websites in the course of a month only take effect one month later.

Details on the respective scope of services of the licences are described under "Price Plan" in the customer account.

5.3 ONEPAGE also provides the Customer various AI tools. The licence according to Sec. 5.2 1) (main licence) already includes free AI tools described under "Price Plan". In addition, the Customer can purchase the use of further paid AI tools in accordance with Sec. 5.2 3) on the basis of a volume-based licence. Within the scope of this paid volume licence, the Customer has a certain number of tokens of the paid AI tools (hereinafter: "**Quota**") available per month. The Customer can spread the monthly Quota over up to two months. This means that if the Customer uses the paid AI tool less frequently in one month, the remaining Quota for that month is transferred to the following month. If the Quota for the previous month is not used in the following month, it expires.

Details on the scope of services of the licences for the paid AI tools can be found under "Price Plan" in the customer account.

5.4 The Customer is not entitled to make the login data accessible to third parties or to pass it on to third parties. The Customer will take appropriate and effective measures to prevent unauthorised use of his account by third parties.

5.5 If the Customer uses the Platform for purposes other than those regulated in these GTC or violates them, ONEPAGE is entitled to exclude the Customer from using the Platform. This applies in particular if the

Customer provides illegal content or content that violates the rights of third parties on the websites created by the Customer via the Platform. Further claims, e.g. for damages, remain reserved.

5.6 ONEPAGE is authorised to restrict the use of the account or to block it if the Customer uses the websites created via the Platform for content that violates the rights of third parties or these GTC. A breach of these GTC shall be deemed to have occurred in particular if the Customer uses them for the following purposes or using any of the following content:

- offering gambling services, unless the Customer has the necessary authorisation to do so;
- platforms offering escort and dating services, provided that this is done in a manner that may be considered sexual, offensive, obscene, violent, insulting or derogatory;
- platforms for issuing or trading cryptocurrencies;
- bridge pages, i.e. websites that are exclusively intended to redirect to other websites;
- infringement of third-party rights (in particular copyrights and personality rights);
- insults, defamation, abusive criticism, racist or anti-Semitic content, sexist or homophobic content, discriminatory or inhuman content;
- incitement to criminal offences or glorification of violence;
- distribution, promotion, or provision of malware (in particular viruses, Trojans, ransomware), cheats, hacks, or other tools intended to compromise or circumvent the security, integrity, or functionality of third-party IT systems, software, or services;
- advertising, glorifying, or supporting terrorist organizations or groups, as well as justifying, trivializing, or glorifying wars or acts of war;
- promotion, advertising, or operation of fraudulent activities or anti-competitive business models, in particular pyramid and snowball schemes, multi-level marketing systems, or comparable structured sales models;
- identity fraud, i.e., the unauthorized use or impersonation of other natural or legal persons, in particular through the imitation of trademarks, company logos, or appearing under a false name;
- sale, brokerage, advertising, or other promotion of drugs and narcotics outside the legally defined framework (e.g., the German Cannabis Use Act – CanG), including the dissemination of information or recipes for the manufacture of such substances, as well as the trivialization, positive portrayal, or promotion of the consumption of such substances;
- sale or brokerage of regulated goods and special services (e.g., alcohol, tobacco products, electronic cigarettes, and vapes), unless the Customer ensures that the sale is made exclusively to persons who have reached the minimum age required by law and that compliance with all relevant legal regulations (in particular youth protection regulations) is guaranteed.

5.7 ONEPAGE uses an automated, AI-supported review process to review websites created via the Platform, which analyses content for possible violations of these GTC, in particular the restrictions specified in this Sec. 5.6 (hereinafter: "**Automated Content Review**"). Automated Content Review is carried out regularly and on an ad hoc basis. If there is reasonable suspicion of a violation, ONEPAGE is entitled to temporarily deactivate the affected website or individual content. The procedure for temporary deactivations, in particular the possibility of objection by the Customer and manual review, is governed by Sec. 8.7.

5.8 ONEPAGE will immediately inform the Customer of an offence and request the Customer to remove the content that violates these GTC. ONEPAGE is authorized to temporarily block the Platform used by the Customer until the violation of the GTC has been eliminated. In the event of repeated or particularly serious violations, ONEPAGE is authorized to permanently block the Customer's account. The blocking of the account is considered a termination of the contract for the services. The Customer's obligation to pay the licence fees in accordance with Sec. 6 expires with effect for the future from the time the account is blocked.

6. Licence fees; Price adjustments; Terms of payment; Affiliate Program

6.1 The licence fees displayed to the Customer in its customer account under "Price plan" shall apply to the modules of the Platform that are subject to payment. The licence fees vary depending on the Customer's country of residence; the Customer's actual residence (registered office) in a country is decisive for the Customer's entitlement to obtain the licence at the respective price. At ONEPAGE's request, the Customer must prove this by providing suitable evidence (e.g. extract from the commercial register, proof of address).

6.2 The licence fees are net plus the applicable statutory value added tax (VAT).

6.3 If the costs relevant for the calculation of the Services provided by ONEPAGE (in particular prices of service providers, salaries, infrastructure costs) have increased or if there are cost increases due to

changes in the law, ONEPAGE is entitled to adjust the prices accordingly in accordance with Sec. 315 of the German Civil Code (BGB). The price adjustment must take into account all increases in the costs relevant to the calculation of the Services that have occurred between the conclusion of the contract and the provision of the Services and for which ONEPAGE is not responsible, whereby a reduction in these costs must also be taken into account.

6.4 The licence fees are due for payment in advance without deduction. Payment must be made exclusively online via the external payment service provider Stripe.

6.5 If the Customer is in default of payment, the statutory provisions on default of payment shall apply.

6.6 If the Customer is in default of payment, ONEPAGE is entitled, after setting a reasonable final deadline, to block the Customer's access to the Platform until the overdue payments are settled. The obligation for further payment of the agreed licence fee remains in force during the duration of the access blocking due to delay of payment. ONEPAGE is authorised to commission a debt collection service provider to collect overdue payments.

6.7 ONEPAGE offers an Affiliate Program through which the Customer receives a commission when advertising a new, different customer, if the new customer concludes a contract with ONEPAGE for paid services (excluding AI tools) by using the personalised affiliate link provided. A new customer within the meaning of the Affiliate Program is only a company that is not an affiliated company within the meaning of Sec. 15 et seq. of the German Stock Corporation Act (AktG) of the Customer and no company in which the Customer holds a direct or indirect stake or which is a business of a family member of the Customer. The Affiliate Program applies exclusively to entrepreneurs (Sec. 14 BGB), legal entities or special funds under public law. The terms and conditions of the Affiliate Program are available at: affiliate.onepage.io.

6.8 Customers participating in the Affiliate Program are obliged to provide truthful and complete information within the scope of the Affiliate Program. ONEPAGE reserves the right to verify the accuracy of the Customer's information at any time by requesting suitable proof of identity. In the event of incorrect or incomplete information, ONEPAGE is entitled to exclude the Customer from participation in the Affiliate Program and to withhold the payment of commissions until the information has been completely corrected. The Customer is solely responsible for properly recording and paying taxes on the commissions received within the framework of the Affiliate Program.

7. Prohibition of set-off and assignment

7.1 The Customer is entitled to a right of retention as well as the right to offset only if his counterclaims are undisputed, legally established, recognised by ONEPAGE or based on warranty claims.

7.2 The Customer is not entitled to assign claims from the contract concluded with ONEPAGE to third parties.

8. Responsibilities and Obligations of ONEPAGE; Content Review

8.1 ONEPAGE will maintain the system availability of the Platform.

8.2 ONEPAGE does not assume any responsibility for the contents and data on the website created by the Customer via the Platform, especially not for any illegal contents. ONEPAGE is not the provider of the website created by the Customer and is therefore in particular not obliged to check the contents of the websites created by the Customer without cause.

8.3 If a third party claims a violation of rights by the contents of the websites created by the Customer, ONEPAGE is entitled to block the website completely or temporarily, if there are doubts about the legality of the contents. In this case ONEPAGE will request the Customer to immediately stop the infringement or to demonstrate the legality of the contents. If the Customer does not comply with this request, ONEPAGE is entitled, without prejudice to further rights and claims, to terminate the contract for good cause without notice and to block the Customer's access to the Platform.

8.4 ONEPAGE will implement and maintain appropriate technical and organizational measures to protect the personal data processed by ONEPAGE in compliance with the applicable data protection law as described in the Privacy Policy available at https://onepage.io/de.

8.5 ONEPAGE may create analyses utilizing technical customer data and information derived from the use of the Platform by the Customer, as set forth below (hereinafter: "**Analyses**"). In the Analyses, the data is anonymised and aggregated. Unless otherwise agreed, personal data administered by the Customer via the Platform may only be processed by ONEPAGE for the provision of the services according to Sec. 2.2. Anonymised and aggregated Analyses may be used for the following purposes, in particular but not limited to:

(a) improvement of the performance of the Platform and development of new functionalities (in particular product features and functions, workflows and user interfaces);

(b) improvement of the Platform's resource allocation and support;

(c) verification of security and data integrity;

(d) identification of industry trends and developments;

(e) creation of indices and anonymous benchmarking.

8.6 The Customer grants ONEPAGE a right to use the data and content processed via the Platform limited to the purposes listed in Sec. 8.5.

8.7 ONEPAGE carries out the Automated Content Review in accordance with Sec. 5.7 with due care and subject to regular manual checks. ONEPAGE points out to the Customer that Automated Content Reviews are based on the use of artificial intelligence and that, despite appropriate technical precautions, incorrect blocks (so-called false positives) may occur. In the event of a temporary deactivation, the following provisions apply:

(a) ONEPAGE will inform the Customer immediately after the temporary deactivation by e-mail about the blocking and the reasons for the blocking.

(b) The Customer has the option of filing an objection with ONEPAGE and explaining the legality of the content concerned. The objection can be made by e-mail to support@onepage.io or via the chat function in the customer account.

(c) If the Customer files an objection, ONEPAGE will manually review the temporary deactivation immediately, at the latest within 5 working days of receiving the objection. If the manual review reveals that there has been no violation of these GTC, ONEPAGE will immediately lift the temporary deactivation.

(d) If the manual review reveals that there has been a violation of these GTC, the legal consequences set out in Sec. 5.8 (request to remove the violation, suspension, permanent suspension of the account if necessary) shall apply.

(e) Automated Content Review does not release the Customer from its responsibility for the content of the websites created in accordance with Sec. 9.

9. Customer's Responsibilities and Obligations

9.1 The Customer is responsible for the content of the website created via the Platform. The Customer undertakes not to offer any illegal content or content infringing the rights of third parties on the websites created via the Platform.

9.2 The Customer is the provider within the meaning of Sec. 5 DDG (German Digital Services Act) of the website created via the Platform and is responsible for operating the website in accordance with the applicable law. In particular, the Customer is obliged to maintain a proper legal notice in accordance with Sec. 5 DDG; this applies irrespective of the country in which the Customer is based and the language in which the Customer offers its website.

9.3 The Customer is solely responsible for assessing the suitability of the Platform for its business processes and for complying with all legal obligations of a website provider. The Customer shall provide and maintain the IT infrastructure and telecommunication facilities required for the use of the Platform at its own expense. ONEPAGE is not responsible for the functionality and performance of the Customer's end device and IT infrastructure.

9.4 The fulfilment of the Customer's obligations according to this Sec. 9 is a prerequisite for the proper provision of the Services by ONEPAGE.

10. Access to content of websites created via the Platform; Export; Switching right according to Data Act

10.1 During the contract term, the Customer has the possibility to access the contents of the website created via the Platform at any time. Unless otherwise regulated in these GTC, the Customer retains all rights to the content of the website created by the Customer towards ONEPAGE.

10.2 In case of termination of the contractual relationship, the Customer may request ONEPAGE to provide the technical means to export the leads, i.e. contact data obtained via the website, before the end of the contractual term.

10.3 The rights and obligations of the Customer and ONEPAGE in relation to the switching right under Regulation (EU) 2023/2854 ("Data Act") are set out in the Data Act Addendum, which is attached to these Terms and Conditions of Use as an annex and forms an integral part thereof.

10.4 After termination of the contract ONEPAGE is entitled to continue to use the customer data and Analyses exclusively for the purposes described in Sec. 8.5, unless the Customer expressly objects to this use until the date of termination of the contract. All data and Analyses are subject to the agreed confidentiality rules according to Sec. 16.

11. Conditions for the use of AI Features

11.1 ONEPAGE provides the Customer with various optional functions in the Platform that are based on the use of artificial intelligence, machine learning or similar technologies (hereinafter: "**AI Features**"). This allows the Customer to generate, reword or translate texts or to create websites, landing pages, funnels, designs, graphics and videos by prompts (hereinafter: "**AI Output**").

11.2 Any use of the AI Features that deviates from the provisions of these GTC is not permitted. In particular, the Customer is not entitled to manipulate the AI Features in such a way that they fulfil tasks other than those provided for in these GTC or that the Customer receives information that is not required for the intended use of the AI Features. Measures that are not permitted include in particular

- Prompt injection ("input manipulation"): This involves designing the prompt in such a way that the system generates unwanted or harmful output;
- Evasion attacks as attacks on AI systems in which attempts are made to deceive or manipulate the system, for example by identifying patterns in the training data that cause the system to make incorrect decisions;
- Reverse engineering of the model, e.g. by making extensive queries to collect information that allows the Customer to create his own model that imitates the behaviour of the system.

11.3 ONEPAGE reserves the right to check prompts and generated AI Output using abuse prevention or content filtering methods and to prevent processing in the event of reasonable suspicion of misuse. The Customer is liable to ONEPAGE for any damages resulting from unauthorized use of the AI Features for which the Customer is responsible.

11.4 ONEPAGE may be required by law to label the AI Output with a notice that it was created by an AI system. The Customer may not change or remove this notice. Furthermore, the Customer may not give the impression that the AI Output was created by humans if this is not the case.

11.5 The Customer shall take the measures required by Art. 4 of the AI Act to ensure to the best of its ability that its personnel and other persons involved in the operation and use of the AI Features on its behalf have a sufficient level of AI competence.

11.6 ONEPAGE informs the Customer that the specific result of a request to the AI Features cannot be predicted with sufficient certainty. ONEPAGE is not responsible for the quality, accuracy, reliability, effectiveness, security or legality of the AI Output. Unintentional interference of the AI Output with the rights of third parties (e.g. copyrights) cannot be avoided with sufficient certainty. The Customer shall note that responsibility for the removal or future omission of an infringement of rights can also be established through no fault of the Customer.

11.7 The Customer is also aware that distortions in the AI Output cannot be completely avoided for technical reasons. In exceptional cases, an AI system may respond inadequately to a query ("hallucinate"), for example because incorrect probabilities or weightings were used in the AI model. It is therefore in the Customer's own interest to check the AI Output for plausibility. This is particularly important to avoid damages resulting from injury to life, limb or health.

11.8 The Customer shall ensure that he is authorized to use the content transmitted to the AI Features, whether prompts, other texts, drawings, photographs, etc., for this purpose. ONEPAGE will not check the permissibility of the use of the content and data transmitted by the Customer.

11.9 ONEPAGE is not responsible for the eligibility of protection of the AI Output by intellectual property rights. In principle, AI Output does not benefit from any legal protection, in particular no copyright protection. The AI Output is not intended to be passed on to third parties who are not authorized to use the Platform.

11.10 ONEPAGE uses the services of third-party providers to provide the AI Features. By using the AI Features, the Customer acknowledges and agrees to the applicable version of the policies and terms of use of the third-party AI providers and agrees to comply with them.

11.11 The AI Features can and should be used as intended without entering personal data. The provision of sensitive personal data, including information belonging to the special categories of data pursuant to Art. 9 GDPR, is prohibited. The Customer is responsible for compliance with data protection regulations when entering data into the AI Features. The Customer is aware that all text, images or other content entered into the AI Features, including all personal data, will be passed on to the third-party AI providers in order to provide the AI Features. The third-party AI providers may also use the content and data for their own purposes in accordance with their terms of use and privacy notices.

11.12 If ONEPAGE is held liable for damages by third parties due to the AI Output, the Customer shall indemnify ONEPAGE from liability insofar as this liability is based on the fact that the Customer has not used the AI Features as intended or has inadequately selected, instructed or supervised its personnel and other persons in the use of the AI Features.

12. Warranties; Rights in case of defects

12.1 ONEPAGE warrants, for the duration of the provision of the Platform for use that the Platform meets the agreed functionalities displayed to the Customer in its account under “Price plan” for the module selected and that no rights of third parties are violated when used in accordance with these GTC.

12.2 ONEPAGE shall remedy defects in the Platform, at its election, by eliminating the defects or by providing the Customer with a new Platform that is free of defects. One of the ways ONEPAGE may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the defect. In the event of defects in title, ONEPAGE shall elect to (i) procure for Customer the right to use the Platform in accordance with the contract, or (ii) replace the Platform or change it such that the accusation of breach no longer stands, whereby the contractual use is not unreasonably impacted.

12.3 The Customer must give notice of every defect to ONEPAGE without undue delay and with a detailed description of the defect.

12.4 ONEPAGE is not liable for defects and assumes no obligation to provide support in the event of defects or errors that occur through no fault of ONEPAGE, in particular as a result of improper use of the Platform, use in breach of these GTC or unauthorised use.

12.5 Warranty rights resulting from defects as to quality expire one year after the provision of the Platform for use.

13. Liability; Limitation of Liability

13.1 ONEPAGE is liable in contract, tort, or otherwise for expectation loss and reliance loss subject to the following terms:

13.2 In cases of intent, ONEPAGE’s liability extends to the full loss; in cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

13.3 In other cases, ONEPAGE is not liable except for breach of a major obligation (“*Kardinalpflicht*”). A breach of a major obligation is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfillment.

13.4 ONEPAGE shall not be liable for any indirect, incidental or consequential damages, regardless of their legal basis, including loss of profits or goodwill, lost work expenses or claims, due to a malfunction of the Platform.

13.5 Contributory negligence may be claimed. The above limitations of liability do not apply to personal injury liability or liability under the German Product Liability Act (*Produkthaftungsgesetz*).

13.6 All claims against ONEPAGE in contract, tort, or otherwise for expectation loss or reliance loss are barred after a period of one year. That period begins at the point in time specified in the German Civil Code, Sec. 199 (1). The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this Sec. 13.6 do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The provisions in this section do not affect the other time bar for claims arising out of defects as to quality and defects in title (Sec. 12.5).

14. IP Rights

14.1 The Customer may only use the Platform to the extent stipulated in these GTC. Unless rights are expressly granted, ONEPAGE shall retain all rights to the Platform.

14.2 Unless otherwise agreed, in relation to ONEPAGE, the Customer is entitled to all rights to the content and leads of the websites created by the Customer via the Platform.

15. Support; Service times; Response and solution times

15.1 The technical support of ONEPAGE is available for the Customer during the service times Monday - Friday 9 a.m. to 5 p.m. (hereinafter: “**Service Times**”) under the e-mail address support@onepage.io or via the chat function on the website of ONEPAGE.

15.2 Support requests from the Customer regarding the operation of the Platform which fall within the responsibility of the user support (1st level support) shall be answered as quickly as possible during the Service Times; with the exception of weekends when the support is not available.

15.3 Support requests from the Customer regarding technical problems are recorded in ONEPAGE's ticketing system for subsequent processing by the software developers. A solution will be communicated to the Customer depending on the scope of the problem and the time required to resolve it.

15.4 ONEPAGE shall endeavour to solve the problem as quickly as possible. If the problem can only be solved by an update, this will be done with the next regular update or release; the Customer has no right to claim an earlier solution of the problem.

15.5 ONEPAGE can access the Customer's account to resolve problems. Access is limited exclusively to technical data and functionalities of the account, not to personal data (leads) stored in the account.

16. Confidentiality; References; Data protection

16.1 The Parties undertake to protect the other party's confidential information acquired before and in connection with contract performance, as confidential to the same extent they protect their own confidential information, and not less than a reasonable standard of care. Confidential information of the other party may only be shared with or disclosed to third parties who are under obligations of confidentiality substantially similar to those in this GTC and only to the extent this is necessary to enable the receiving party to exercise its rights or to fulfill its contractual obligations. Any reproduction of any confidential information of the other party shall contain all confidential or proprietary notices or legends which appear on the original, as far as this is technically feasible.

16.2 Sec. 16.1 above shall not apply to any confidential information that: (a) is independently developed by the receiving party without reference to the disclosing party's confidential information; (b) is generally available to the public or is lawfully received free of restriction from a third party having the right to furnish such confidential information; (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or (d) the disclosing party agrees in writing is free of confidentiality restrictions.

16.3 ONEPAGE is entitled to publicly use the names of Customer's companies and company identifiers (e.g. name and logo of the Customer's company) for reference purposes, in particular in reference customer lists or in the context of marketing activities e.g. on ONEPAGE's website, in social media and in advertising (including references, success stories, publicly reproduced customer opinions). The Customer can object to this use at any time for the future.

16.4 ONEPAGE will comply with the respectively applicable data protection regulations (especially GDPR) within the framework of the fulfilment of the contract. ONEPAGE shall also impose the data protection obligations on its employees and subcontractors.

17. Miscellaneous; Applicable law; Jurisdiction

17.1 Place of performance, also for subsequent performance, is Frankfurt a.M., Germany.

17.2 The law of the Federal Republic of Germany shall apply.

17.3 The sole place of jurisdiction for all disputes arising out of or in connection with the performance of the Services and the contractual relation between ONEPAGE and Customer shall be Frankfurt a.M., Germany. ONEPAGE is entitled to assert claims against the Customer at the court having jurisdiction for the registered office of the Customer.

17.4 ONEPAGE may amend these GTC at any time, in particular if technical developments to the Platform and associated extensions to its functionality give rise to a need for new provisions. The amended GTC will be sent to the Customer by e-mail no later than one month before they come into force. The amendments shall be deemed to have been approved by the Customer if the Customer does not object in writing by the date on which the amendments are due to come into force and continues to use the Platform. ONEPAGE shall draw the Customer's attention to this consequence in the notification of the amendments. If the Customer objects to the amendment to the GTC, this shall be deemed to constitute termination of the contract for the use of the Platform; the contract shall end one month after the amended GTC come into force.

Data Act Addendum

1. Applicability

1.1 This EU Data Act Addendum (hereinafter: "**Data Act Addendum**") sets out the specific rights and obligations of the Parties in relation to the switching right under Regulation (EU) 2023/2854 (hereinafter: "**Data Act**"). It applies exclusively to Customers who are resident in the European Union or to whom the Data Act otherwise applies.

1.2 In the event of any conflict between the provisions of this Data Act Addendum and the Terms of Use, the provisions of this Data Act Addendum shall prevail solely in relation to the subject matter covered by this Addendum.

2. Exportable Customer Data

The Customer's data and digital assets that may be exported in accordance with the provisions on switching right under the Data Act comprise the Customer's input and output data listed in the following (hereinafter: "**Customer Data**"):

Data category	Exportable format
Site Content	HTML
Media	Files in the format they were uploaded
CMS	JSON
Leads	CSV

Customer data does not include data generated by ONEPAGE, such as analyses, usage data (e.g. log files), programme code, or any assets or data that are protected by intellectual property rights belonging to ONEPAGE or that constitute a trade secret of ONEPAGE or third parties.

3. Transfer Procedure

3.1 The Customer shall notify ONEPAGE of a switching request in accordance with the Data Act two (2) months in advance in writing (by e-mail) (hereinafter: "**Switching Notice**"). The Switching Notice must be sent to data-act@onepage.io.

3.2 Receipt of the Switching Notice triggers a period of two (2) months during which the Parties shall review and prepare for the switching (hereinafter: "**Preparation Period**"). During this phase, ONEPAGE shall verify the Customer's request and provide the Customer with a form to finalise the details of the switching request. The Customer must complete the form by the end of the Preparation Period at the latest and use it to inform ONEPAGE which of the following actions the Customer wishes to take as part of the switching process:

(a) Switch to another provider's data processing service (hereinafter: "**Target Provider**"),

(b) Export of Customer Data to the Customer's own systems and/or

(c) Deletion of Customer Data.

3.3 If, in accordance with clause 3.2, the Customer requests a switch to Target Provider and/or the export of Customer Data to the Customer's own systems, a period of seven (7) days (hereinafter: "**Data Provision Period**") shall commence on the day following the end of the Preparation Period. ONEPAGE shall make the Customer Data available to the Customer for download by e-mail within the Data Provision Period.

3.4 The Customer may, once only, request an extension of the Data Provision Period for a duration the Customer deems reasonable, provided this is done before the expiry of the Data Provision Period. The request for an extension of the Data Provision Period must be communicated to ONEPAGE in writing to data-act@onepage.io; ONEPAGE will assess the request in good faith. In the event of an extension of the Data Provision Period, clauses 5.2(a) and 5.2(b) shall apply, provided that the term "expiry of the Preparation Period" is replaced by the term "expiry of the Data Provision Period".

3.5 Once the Data Provision Period has expired, the Customer Data may be downloaded for 30 days (hereinafter: "**Download Period**").

3.6 Upon expiry of the Download Period, the switching shall be deemed to have been successfully completed. Should technical problems arise in connection with the download of the Customer Data and should the Customer notify data-act@onepage.io of these before the expiry of the Download Period, the Download Period shall be extended once for a further 30 days; the first sentence shall apply mutatis mutandis to the expiry of this extension. The Parties shall cooperate in good faith and take appropriate measures to resolve the problems.

3.7 ONEPAGE shall completely delete the Customer Data and the customer account upon expiry of the Download Period. If the Customer requests deletion exclusively in accordance with clause 3.2(c), the

Customer Data and the customer account shall be completely deleted as soon as the Preparation Period has expired.

4. Obligations of the Parties

4.1 During the switching process

(a) the Parties shall cooperate in good faith;

(b) ONEPAGE shall provide the Customer and third parties authorised by the Customer with appropriate support in carrying out the transfer, in particular by agreeing the terms of the transfer with the Customer in accordance with clause 3.2, providing assistance in the event of technical problems in accordance with clause 3.6, and supplying the Customer with relevant information on the transfer process, including a list of data categories;

(c) ONEPAGE shall act with due care to maintain the continuity of business operations and to continue the services contractually owed;

(d) ONEPAGE shall provide information on any known risks to the continuity of the services;

(e) ONEPAGE ensures a high level of protection, in particular for the security of Customer Data during its transmission and whilst it is accessible.

4.2 The Customer shall take appropriate measures to effectively carry out the migration in accordance with clause 3.3. The Customer shall export the Customer Data independently via the download link provided by ONEPAGE. Insofar as the export requires technical steps on the part of the Customer, the Customer shall comply with the guidelines and instructions provided by ONEPAGE for this purpose.

4.3 The Customer is responsible for the import, implementation and configuration of the Customer Data in their own systems or in the systems of the Target Provider.

5. Termination of the contract; Compensation for early termination; Extension of the contract term

5.1 The contract shall be deemed to have ended upon the successful completion of the switching. If, in accordance with clause 3.2, the Customer requests only the deletion of the Customer Data, the contract shall be deemed to have ended upon expiry of the preparation period. ONEPAGE shall notify the Customer of the end of the contract by e-mail.

5.2 If the termination of the contract pursuant to clause 5.1 results in early termination of the contract, the following shall apply:

(a) If the contract has a term of 12 months or more (annual licence), the Customer shall owe ONEPAGE a reasonable compensation payment for the early termination of the contract. The compensation payment shall amount to 60 per cent of the fee that the Customer would have been required to pay for the period from the expiry of the Preparation Period until the end of the contract term. The compensation payment represents a reduction on the remuneration payable up to the regular end of the contract and thus takes into account the fact that, as a result of the early termination, ONEPAGE may save on expenses or generate revenue by utilising the freed-up capacity elsewhere. The Customer reserves the right to prove that ONEPAGE has incurred no loss or a significantly lower loss.

(b) ONEPAGE shall refund the Customer, on a pro rata basis, any licence fees already paid in advance that relate to the period from the expiry of the Preparation Period. ONEPAGE shall set off the licence fees to be refunded against any compensation payment owed by the Customer pursuant to clause 5.2(a).

5.3 If, pursuant to clause 5.1, the end of the contract falls after the regular expiry of the contract term applicable at the time of receipt of the Switching Notice, the contract shall be extended beyond this contract term until the end of the contract specified in clause 5.1, so that the switching procedure can be carried out in full in accordance with the provisions of the Data Act. For the period of the extension, the Customer shall pay the pro rata licence fees in accordance with the contract. No further compensation payment under clause 5.2 is due in this case.

6. Exclusions

The Customer is not entitled to exercise the switching right if

(a) the Data Act is repealed; in this case, the switching right shall lapse;

(b) whilst the Data Act is suspended or its application is deferred; in this case, the switching right is not available for the duration of the deferral or suspension;

(c) if the Data Act is amended in a way that removes or substantially restricts the Customer's right to switch; in this case, the switching right under this Data Act Addendum shall cease to apply.