

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; Fair Usage Policy

- 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).
- 3.3 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. 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 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 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.
- 3.5 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.
- 3.6 After successful completion of the payment process via the external payment service provider Stripe, the Customer receives a confirmation from ONEPAGE via email 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.

- 3.7 ONEPAGE is authorised to limit the volume of file uploads per website. Details can be found in the Fair Usage Policy.

4. Contract Term; Termination

- 4.1 The minimum contract term is one month for monthly licences and 12 months for annual licences.
- 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. If it is not terminated or not terminated in due time, it shall be extended by 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. If it is not terminated or not terminated in due time, it shall be extended by a further year in each case.
- 4.4 Notice of termination must be given in text form (by e-mail or fax).

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 Section 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 credits 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.

ONEPAGE will immediately inform the Customer of an offence and request the Customer to remove the content that violates this GTC. ONEPAGE is authorized to temporarily block the Platform used by the Customer until the violation of the terms of use 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 programme 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 programme is only a company that is not an affiliated company within the meaning Sec. 15 ssq. of the German Stock Corporation Act (AktG) of the Customer or which is not a business of a family member of the Customer. The Affiliate Programme applies exclusively to entrepreneurs (Sec.14 BGB), legal entities or special funds under public law. The terms and conditions of the affiliate programme are available at: www.affiliate.onepage.io.

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

- 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.

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

- 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 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 Terms of Use 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 Terms of Use 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 client 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, ONPAGE 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 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.