

# Terms and Conditions for onOffice Marketplace

## 1. General

### 1.1 Contractual Partner

The company onOffice GmbH, Charlottenburger Allee 5, 52068 Aachen, Germany (hereinafter “onOffice”) is the developer of the online-based real estate software onOffice enterprise. onOffice offers entrepreneurs, within the meaning of section 14 of the German Civil Code – § 14 BGB (hereinafter “Provider”) – the opportunity to sell software extensions (hereinafter “Apps”) to other entrepreneurs (hereinafter “Customers”) via the onOffice Marketplace (hereinafter “Platform”) operated by onOffice in accordance with the provisions of this agreement. These Terms and Conditions shall apply exclusively to entrepreneurs according to section 14 of the German Civil Code (§ 14 BGB).

### 1.2 Reservation of the right of modification

onOffice reserves the right to change this agreement at any time and without giving reasons. onOffice shall notify the provider of such changes in advance by e-mail.

If the provider does not object to such changes within four weeks, the changes shall be deemed as accepted. The Provider shall be informed separately of the right to object and the legal consequences of remaining silent.

If this Agreement is repeatedly agreed with a Provider in a new version, it shall apply only the temporally subsequent version, which replaces or cancels all previous agreements including all annexes and all further downstream agreements and contracts.

## 2. Services of onOffice

### 2.1. Mediation of offers

onOffice provides a platform on which participating Providers have the opportunity to offer their Apps alongside Apps that are directly distributed by onOffice. The contract for the use of the provider’s app is concluded directly and exclusively between the provider and the customer. onOffice therefore does not become a contractual partner itself. The provider is solely responsible to the customer for the fulfilment of its obligations under the usage agreement.

This also applies in the case that contractual terms and conditions that apply between the provider and the customer change. In this case, the provider negotiates the changes directly with the customer. If the provider uses unilaterally contractual terms (General Terms and Conditions) vis-à-vis the customer, the provider itself is responsible for the effectiveness of changes to the contractual terms. onOffice does not act as an intermediary in the case of subsequent contractual changes.

However, since the offers of the providers on the platform do not represent legally binding offers, the customers can submit offers for the conclusion of the contract for their site via the order process of the platform. These binding offers are mediated to the provider by onOffice with the necessary end customer data. After the conclusion of the contract with the end customer, the provider shall process the contract independently according to the specifications of onOffice in accordance with this agreement and shall continuously inform onOffice about the status of the contract.

## 2.2 Provision of a platform

onOffice shall make available a standardized interface to the platform to the provider. A connection to the interface is possible via iframe. Via onOffice API, the provider can query the customer's data required for the service. The final version of the software is then imported directly into the customer's version via the interface's write access.

The development service for the connection to the interface is the responsibility of the provider. The provider is responsible for the legally compliant presentation of the offers, for which the provider is responsible, especially for labelling obligations, if doubt exists.

The customers can purchase the goods from different providers via a shopping cart or ordering process.

## 2.3 Services to the customer

The provider is fully responsible for support and advice on its apps. onOffice does not provide any customer service for the customer, but refers questions about the products to the respective provider.

## 2.4 Payment process

onOffice provides an API interface to the services of a payment service provider (PSP) on the platform. Payment process takes place directly in the relationship between the provider and the PSP.

Beyond the technical supply of the PSP's services, onOffice does not come into contact with the payment services. Particularly, onOffice has no control over the funds from the processing of the contract. The provider has claims for return of the transaction proceeds exclusively against the PSP.

Payment process is therefore the exclusive subject of the agreement between the provider and the PSP. As far as the payment process is referred to in these terms and conditions, this always coincides with the content of the agreement between the provider and the PSP. In case of any contradictions, the provisions of these terms and conditions always refer to the agreement between the provider and the PSP.

## 2.5 Restriction of functionality and handling duties

onOffice is entitled to temporarily restrict its service to a reasonable level if this is necessary to carry out technical measures or handling duties. The provider shall be informed in advance – if possible – of the scope and duration of the restriction.

## 2.6 Further development

onOffice reserves the right to change or expand the content and structure of the platform at any time if this does not significantly affect the fulfillment of the purpose of the contract concluded with the provider.

# 3. Approval and access to the platform

## 3.1 Prerequisites

The platform is basically only available to entrepreneurs. The provider agrees to the following conditions: [Payment Conditions of the PSP](#)

The Provider shall provide relevant company data, in particular tax number and turnover identification number.

A prerequisite for admission to the platform is being accredited by the PSP. The provider submits the documents required during the registration process to onOffice for verification.

In detail, the following steps must be completed for a provider to be admitted to the platform:

- a) A review of the provider and its planned offer is carried out in advance by onOffice. The provider has no right to be admitted to the platform.
- b) A representative or authorized individual from the provider's company creates an account on the platform.
- c) The documents necessary for accreditation with the PSP are made available via upload.
- d) The PSP will check the documents provided via upload and inform the provider of the result of the checking process. If necessary, the provider will be requested to provide documents subsequently. Immediately after accreditation by the PSP, the provider will be admitted to the platform and can use it fully.

e) The provider warrants that the information provided to onOffice in its application for accreditation is true and complete. He undertakes to notify onOffice immediately in writing of any future changes to the information provided.

f) In case of doubts as to the correctness of the information provided, the Provider shall, even after admission to the platform, upon request, provide onOffice with suitable evidence, such as business registration, trade licence or an excerpt from the commercial register.

### 3.2 Blocking authorization

onOffice is entitled to block the provider's access to the platform or to withdraw the provider's admission to the platform completely if there is sufficient evidence that the provider violates these terms and conditions or applicable law. onOffice is also entitled to block or delete individual products if they violate these terms and conditions. The provider may prevent these measures by eliminating the suspicion through immediate submission of suitable evidence at his own expense. After the definitive blocking, onOffice is entitled to delete the provider's data.

## 4. Duties of the provider

### 4.1 Provider account

The provider undertakes to set up a complete company profile in his provider account immediately after his admission or to have it done by onOffice. The profile must contain at least a legally compliant imprint, legally compliant of general terms and conditions, a legally compliant privacy policy as well as a short company profile and information on customer service. The mandatory fields specified in the account must be filled in. The legal texts of the provider must not contradict the structures specified by onOffice on the platform. The mandatory fields are directly marked as such in the provider account. The provider is liable for the legal conformity of his profile. If third parties assert legal violations against onOffice in this regard, the provider shall indemnify onOffice against all claims and shall bear the costs of the legal representation of onOffice for the defence against the claims.

### 4.2 Offering apps

The provider agrees to not place any apps on the platform that violate legal regulations, official orders or morality and to not offer any apps that infringe third-party rights, in particular copyrights or trademark rights of third parties. If such goods are nevertheless posted by the provider, onOffice is entitled to block the provider account with immediate effect. In the event of claims by third parties, the provider shall indemnify onOffice against all claims and shall bear the costs of legal representation of onOffice.

### 4.3 Liability for contents

The provider is liable for all content that he places in his offer. This also includes in particular pictures, music, video and product descriptions, guarantee promises and any type of advertising statements.

#### 4.4 Liability for content

The provider is committed:

- a) to provide a telephone of customer service from Mon–Fri from at least 9 am–4 pm (CET).
- b) to guarantee the accessibility of the customer service as well as a prompt processing of the inquiries.

#### 4.5 Other obligations of the provider

The provider furthermore undertakes,

- to avoid sending advertising to the customer without the customer's express consent.
- to refrain from charging fees to the customer.
- to notify the customer of any changes to the General Terms and Conditions of Continuing Obligations in advance of their coming effective.
- to issue appropriate invoices to the customer for all services rendered.

### 5. Payment process

All payment services are performed by the affiliated PSP. This PSP does not act as a subcontractor or vicarious agent of onOffice, but provides the payment services to the provider in its own name and on its own responsibility. For this purpose, the provider has concluded a separate contract with PSP. Claims of the provider to the surrender of the transaction proceeds exist exclusively against the PSP. The PSP has the full power of disposition over the provider's clearing account.

### 6. Remuneration

#### 6.1 Setup fee and commission

Upon setting up a provider account, a setup fee may be charged. In addition, the provider shall pay a commission to onOffice in return for the mediation of the licence agreements. The amount of the setup fee and the commission fee as well as the handling of the payments are agreed upon as follows:

**Fees in each case according to the offer:**

- if applicable, set-up fee (one-time)
- Commission percentage on the brokered GROSS turnover (incl. taxes),
- payment fees of the payment service provider will be covered by onOffice.

**Payment process:**

onOffice issues a monthly invoice for the fees incurred. The provider agrees to electronic transmission of the invoice. If the provider does not object to the invoice within two weeks, it shall be considered as accepted.

## 7. Rights of use

### 7.1 Transfer of rights of use to onOffice

As far as the provider places data and content on the platform, the provider shall transfer to onOffice for the term of the contract a simple right of use, free of remuneration and unlimited in terms of space, for the presentation on the platform as agreed. In addition, the provider transfers to onOffice simple, temporally and spatially unlimited rights of use to utilize company logos and other trademarks as well as article descriptions, images and videos, so far as these have been placed on the platform, in advertising and editorial illustrations (in particular screenshots) for the purpose of marketing the platform. This applies to the use of print and online media. There is no obligation on the part of onOffice to use them.

### 7.2 Authorization of the provider

The provider warrants that it will only place such content on the platform whose rights of use it can transfer to onOffice to the extent described in section 7.1 of this agreement. If third parties assert claims against onOffice due to the infringement of copyrights, trademark rights, rights to a name or other rights for which the provider is responsible, the provider shall indemnify onOffice against all claims.

### 7.3 Provider's right of use

The provider shall receive a simple right of use, limited in time to the term of this agreement and in area to the permitted countries, to use the platform as intended for the offering of its apps within the framework specified by onOffice. Any further usage or transfer of the rights of use to third parties is not permitted.

## 8. Duration of the contract

This agreement is concluded for an indefinite period of time and may be terminated in writing by either party at any time without stating reasons with a notice period of eight (8) weeks to the end of the quarter.

### 8.1

Upon termination, all rights and obligations under this agreement shall expire, except for the rights of use granted for an unlimited period of time as well as the obligation of the provider to indemnify

onOffice in the event of breaches of contract. Those rights and obligations must remain in place in order to process licence agreements brokered during the term of the agreement after the end of the agreement until the scheduled expiry of the licence period.

## 8.2

With the termination, all fees, charges and commissions accrued to date shall become due immediately. The fees, charges and commissions incurred between termination and the end of the contract and any claims for payment arising shall be settled in accordance with the fee and payment model after the end of the contract. As soon as all mutual claims have been settled, the provider account shall be deactivated.

## 8.3

Each party has the right to terminate the contract for good cause without notice. An important reason exists in particular in the case of:

- a breach of essential contractual obligations arising from this agreement.
- a persistent breach of other provisions of this agreement, which is not remedied even after setting a deadline.
- misbehaviour.
- persistent delay in payment.
- persistent disruption of operations due to force majeure beyond the control of the parties, e.g. natural disasters, fire, breakdown of line networks through no fault of the parties.
- the notification of an imminent or occurred insolvency of the provider.

Notice of termination must be given in writing. Cancellations by e-mail shall comply with the written form.

# 9. Liability

## 9.1 Limitations of liability

onOffice shall be liable without limitation for intent and gross negligence. onOffice shall only be liable for slight negligence in the event of a breach of material contractual obligations, i.e. obligations the fulfillment of which is a prerequisite for the proper performance of the contract and on the fulfillment of which the contractual partner regularly relies on and may rely on. In these cases, liability is limited to those damages that are foreseeable and typical for the contract. onOffice is not liable for the legal texts, product descriptions and other contents of the provider. onOffice is not liable for payment services. The previous limitations of liability also apply accordingly to onOffice's vicarious agents. The above limitations of liability do not apply to personal injuries.

## 9.2 Procedure in case of legal disputes

The parties are obliged to inform each other immediately in text form of any legal claim by third parties for legal infringements in connection with the existing cooperation with the platform.

## 9.3 Further claims for damages

If the provider has to indemnify onOffice against claims of third parties according to this agreement, the assertion of further claims for damages according to the statutory provisions shall not be excluded.

# 10. Data protection regulations

## 10.1 Legal data protection regulations

The provider shall strictly comply with the legal data protection regulations when processing personal data, in particular from the customer's databases. Processing of the data, which is made accessible by onOffice, is permitted exclusively for the execution of the services offered by the provider via Marketplace. In particular, the provider shall not be permitted to evaluate the data for any other purposes or to use the data for advertising purposes.

## 10.2 Order management agreement and data protection information

The provider shall conclude an order process agreement with the customer to the necessary level.

The provider shall render the customer with a privacy policy on the platform that contains information on how the app processes personal data, whether it is shared with third parties, etc. This information must enable the customer to fulfill its legal obligations towards its customers (in particular information obligations).

# 11. Confidentiality

## 11.1

The provider agrees to treat all confidential information made accessible to him by onOffice in the context of the initiation and execution of this contract as strictly confidential and not to make it accessible to any third party. Use of the confidential information by the provider shall only be permitted to the extent that this is absolutely necessary for the use of the platform. The provider shall treat the confidential information with the same care as it applies to its own equally confidential information, but at least with the care of a prudent businessman.



## 11.2

The provider shall be entitled to disclose confidential information as far as it is bound to do so by a legal provision or an official order. The provider shall inform onOffice in writing in advance of the intended disclosure and shall take reasonable and/or legally required precautions to keep the scope of the disclosure as limited as possible.

## 11.3

“Confidential” shall mean all information which is expressly marked as confidential or the confidentiality results from the type of the information or from the circumstances of its disclosure, independently of the form in which the confidential information is available. In particular, confidential are the commissions and fees that onOffice makes available to the provider. Furthermore, all internal business information of onOffice of which the provider gains knowledge (e.g. information from and about customers, employees, prices, financial data, marketing plans, etc.) is confidential.

## 11.4

Non-confidential information is:

- which the provider has demonstrably received or will receive from third parties who are not bound by restrictions with regard to the use and disclosure of such information;
- which can be proven to have already been generally known at the time of the conclusion of the agreement or which subsequently became generally known without any breach of this confidentiality obligation by the provider;
- which can be shown to have been independently developed by the provider prior to becoming known; or
- which were demonstrably already known to the provider before it received them from onOffice.

## 11.5

The provider undertakes to take all appropriate precautions to ensure confidentiality. The provider shall be responsible for any breach of the confidentiality obligation by its employees and all persons and third parties used by it for proper cooperation with the consent of onOffice.

## 11.6

The confidentiality obligation shall remain in force for an unlimited period of time even after termination of the contractual relationship.

## 12. Miscellaneous

### 12.1 Court of jurisdiction

The law of the Federal Republic of Germany is applicable with the exclusion of the UN Convention on Contracts for the International Sale of Goods. The court of jurisdiction for all legal disputes is Aachen, Germany. onOffice shall also be entitled to bring an action at the provider's general court of jurisdiction.

### 12.2 Assignment and set-off

A partial or complete assignment of the rights of the provider arising from the contract with onOffice to third parties is excluded.