

## **General Terms and Conditions of Rental Agreements via the Platform [SPEEDY]**

between

Rossow Industries GmbH, Industriestraße 24, 55545 Bad Kreuznach, Germany, registered in the Commercial Register of the Bad Kreuznach District Court under HRB 22112, represented by the managing director Alexander Rossow, Tel. +4915678 731972, hello@speedy.so

– hereinafter referred to as the „Provider“ –

and

the Customers of the contract

– hereinafter referred to as the “Customer” -

### **I. General Part**

1. The following General Terms and Conditions shall apply exclusively to the business relationship between the Provider and the Customer in the valid version at the time of the order. Different General Terms and Conditions of the Customer are not recognized, unless the Provider expressly agrees to their validity in writing.
2. The Customer is a “Consumer” (within the meaning of Se. 13 of the German Civil Code) as far as the ordered deliveries and services cannot predominantly be attributed to his commercial or self-employed professional activity. As opposed to a “Consumer”, a trader (within the meaning of Se. 14 of the German Civil Code) is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his commercial or independent professional activity.

### **II. Service Obligations**

1. The Provider grants the Customer a right to use an IPv4 address (hereinafter referred to as "IP address") for a limited period of time.
2. The Customer may use the IP address as a proxy as described in more detail in VI.
3. The use of the IP address is limited in time. After expiry of the agreed period of use, the Customer's option to use the IP address shall end automatically, without this requiring any action on the part of the Customer or the Customer being able to assert a right of retention.

4. The possibility of using the IP address is linked to a predefined data volume. Once this volume has been used up, the Customer's usage option shall end automatically. No. 3 shall apply accordingly.
5. The duration of use and the data volume shall be agreed upon and confirmed to the Customer prior to the granting of the possibility of use.

### **III. Conclusion of Contract**

1. By clicking on the button "order subject to payment", the Customer submits a binding offer to conclude a contract. However, the application can only be submitted if the Customer has accepted these Contractual Terms and Conditions by clicking on the button "Accept GTC" and thereby included them in his application. Furthermore, the Customer expressly confirms that he agrees to the execution of the contract by the Provider and knows that he loses his right of withdrawal upon execution of the contract by the Provider.
2. The order confirmation on the part of the Provider does not represent an acceptance of the offer, but is only intended to inform the Customer that the offer has been received. The contract is concluded after the acceptance of the offer by the Provider, which is sent with a separate e-mail (order confirmation). At the latest, the acceptance of the offer takes place with the provision of the possibility to use the IP address.
3. In the order confirmation or in a separate e-mail, but at the latest when the IP address is made available, the contract text (consisting of order, GTC and order confirmation) shall be sent to the Customer by the Provider on a permanent data carrier (e-mail). The contract text will be stored in compliance with data protection.
4. The conclusion of the contract shall take place in German.

### **IV. Liability**

1. In the event of a defect, the Customer may not reduce or retain the payment. This does not apply to undisputed or legally binding claims.
2. No. 1 does not affect the right of the Customer to claim back the money overpaid due to No. 1 in a lawsuit
3. The Provider or one of his agents shall only be liable to the Customer for damages caused intentionally or by gross negligence. Mandatory statutory claims for injury to life, body and health are not affected by this exclusion.
4. If the damage is based on the culpable breach of an essential contractual obligation which makes the proper execution of the contract possible in the first place the Provider shall be liable in accordance with the statutory provisions. In the event of simple negligence, however, liability shall be limited to the foreseeable and typically occurring damage.

## **V. Termination**

1. The Customer does not have the option of ordinary termination.
2. The Customer shall retain the option of extraordinary termination for good cause. Good cause does not exist if usage problems arise solely from the sphere of the Customer or a third party over which the Provider has no influence.
3. A warning must be given prior to extraordinary termination, unless there are special circumstances which, after weighing the interests of both parties, justify immediate termination.
4. The warning and the termination must be in text form.

## **VI. Right of Use**

1. The Customer may use the IP address as a proxy during the term of the contract.
2. In the event of a good cause, the Provider is authorized to terminate the Customer's right to use the IP address at any time. In this case, the Customer may terminate the contract extraordinarily. He shall remain obligated to pay partial remuneration if he is responsible for the prohibition of use.
3. The Customer accepts that the right of use is limited to legal activities and is provided with restrictions of use from the outset. Illegal activities are prohibited. Illegal activities are in particular those by which the Customer would commit a criminal offense or an administrative offense.
4. It is the duty of the Customer to recognize the respective illegal activities in his country or in the country where he operates with the IP address and to stop illegal use immediately.
5. If the Provider becomes aware of such illegal behaviour, he will inform the authorities.
6. The Provider will, at his discretion, block domains to which the Customer shall not have access. This applies in particular to domains with illegal or pornographic content. The list of blocked domains does not claim to be complete, as it is not possible for the Provider to block all undesired domains in advance.
7. The Provider is authorized to block further domains at any time.

## **VII. Prices**

All prices stated on the website of the Provider are inclusive of the applicable statutory value added tax.

## **VIII. Payment Modalities**

1. Sole means of payment is the payment service provider Stripe Inc.
2. Any costs of a monetary transaction shall be paid by the Customer.
3. Payment of the usage fee is due immediately upon conclusion of the contract. If the due date is determined as per the calendar, the Customer is already in default by the expiry of this date.
4. The Customer agrees to receive invoices and credit notes exclusively in electronic form.

## **IX. [Territory]**

1. [speedy.so]

## **X. Right of Withdrawal**

1. When concluding a distance contract, consumers generally have a statutory right of withdrawal, which the Provider shall inform them of below in accordance with the statutory withdrawal instruction. No. 2 contains a sample withdrawal form.

### **Instructions on Withdrawal**

#### **Right of Withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period begins with the conclusion of the contract.

To exercise your right of withdrawal, you must inform us (Rossow Industries GmbH, Industriestraße 24, 55545 Bad Kreuznach, Germany, registered in the Commercial Register of the Bad Kreuznach District Court under HRB 22112, represented by the managing director Alexander Rossow, Tel. +4915678 731972, hello@speedy.so) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter, fax or e-mail sent by post). You can use the enclosed sample withdrawal form for this purpose, but it is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Your right of withdrawal shall expire pursuant to Section 356 (5) of the German Civil Code (Bürgerliches Gesetzbuch - BGB) if the Provider has commenced performance of the contract and has only commenced performance of the contract prior to the expiry of the withdrawal period after you have given your express consent thereto and at the same time confirmed your knowledge that your right of withdrawal shall expire as a result of the consent upon commencement of performance. On the

part of the Provider, the execution of the contract begins with the availability of the possibility to use the IP address.

### **Consequences of the Withdrawal**

If you withdraw from this contract, we must refund all payments we have received from you immediately and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For the repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

2. The Provider informs about the sample withdrawal form according to the legal regulation as follows:

### **Sample Withdrawal Form**

(If you want to withdraw, please fill out this form and send it back).

- To (Rossow Industries GmbH, Industriestraße 24, 55545 Bad Kreuznach, Germany, registered in the Commercial Register of the Bad Kreuznach District Court under HRB 22112, represented by the managing director Alexander Rossow, Tel. +4915678 731972, hello@speedy.so)
- I/we (\*) hereby withdraw from the contract concluded by me/us (\*) for the purchase of the following goods (\*)/provision of the following service (\*)
- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of notification on paper)
- Date
- (\*) Delete as applicable

## **XI. Governing Law, Place of Jurisdiction**

1. Contracts between the Provider and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions on the restriction of the choice of law and the applicability of mandatory provisions, in particular of the state in which the Customer has his habitual residence as a consumer, shall remain unaffected.
2. If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and the Provider is the one at the registered office of the Provider.

**XII. Set-off, Liens, Rights of Retention**

The Customer shall only be entitled to set-off and to exercise liens or rights of retention if the claims asserted by him are recognized by the Provider, are undisputed or have been established by a court of law.

**XIII. Severability Clause**

The invalidity of one or more terms of these GTC shall not affect the validity of the remaining terms.