

General terms and conditions

of the

Einfach Elterngeld GmbH
Pennricher Straße 31
01157 Dresden

(hereinafter referred to as the “Provider”)
www.einfach-elterngeld.de

A. General

1. General provisions and subject of performance

1.1 The Provider shall provide services to the Customer under the above URL, which shall include, in particular, the provision of general information relating to state aid and subsidies in connection with child births, in particular parental allowance, maternity leave payment and child benefit, to the exclusion of the provision of services under the Legal Services Act and the Tax Consultancy Act.

1.2 The provider does not recognize GTCs that deviate from these terms and conditions – subject to express consent. Individually agreed services take precedence over the provisions of these GTC.

2. Conclusion of contract

2.1 The offers of the provider on the Internet represent a non-binding invitation to the customer to order goods or services or digital content. By sending the order (click on the button “Buy now”) on the website, the customer makes a binding offer to conclude a contract.

2.2 The confirmation of receipt of the order follows immediately after the order has been sent and does not in principle constitute acceptance of the contract. The Provider may declare acceptance within five days by sending a written order confirmation or an order confirmation in text form (fax or e-mail), in which case the receipt of the order confirmation by the Customer shall be decisive, or by requesting payment from the Customer after the order has been placed (e.g. in the case of PayPal payment). If several of the aforementioned alternatives exist, the contract shall be concluded at the point in time at which one of the aforementioned alternatives occurs first. If the provider does not declare acceptance within the aforementioned period, this shall be deemed a rejection with the consequence that the customer is no longer bound by the declaration of intent.

2.3 When submitting an offer via the Provider’s online order form, the text of the contract shall be stored by the Provider and sent to the Customer in text form (e.g. e-mail, fax or letter) after the Customer has sent his order together with these General Terms and Conditions. In addition, the contract text is archived on the website of the provider and can be accessed free of charge by the customer via his password-protected customer account by providing the corresponding login data, provided that the customer has created a customer account on the website of the provider before submitting his order.

2.4 Before the binding submission of the order via the online order form of the provider, the customer can continuously correct his entries using the usual keyboard and mouse functions. In addition, all entries are displayed again in a confirmation window before the binding submission of the order and can also be corrected there using the usual keyboard and mouse functions.

2.5 In the case of the sale of digital content that is not handed over on a physical data carrier, acceptance of the contract shall take place in deviation from the aforementioned regulations without a preceding confirmation e-mail. Acceptance can be declared by the Provider within five days by sending the Customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the Customer is decisive in this respect, or by enabling the download of the digital content/access to the digital content or by the Provider requesting payment from the Customer after the order has been placed (e.g. in the case of PayPal payment). If several of the aforementioned alternatives exist, the contract shall be concluded at the point in time at which one of the aforementioned alternatives occurs first. If the provider does not declare acceptance within the aforementioned period, this shall be deemed a rejection with the consequence that the customer is no longer bound by his declaration of intent.

2.6 Only the German and English languages are available for the conclusion of the contract.

3. Special provisions for the provision of content

3.1 The Provider shall provide the Customer with general information – free of charge and subject to a charge – relating to state aid and subsidies, e.g. in the form of a “parental allowance calculator”, an online course and/or a knowledge database. These services of the Provider do not include individual advice or individual examination of the data entered by the Customer/the inquiry made by the Customer/the facts concerning the Customer. For the rest, the essential features of the service result from the respective service description.

3.2 The final and actual determination/assessment of the entitlement to state aid and subsidies is the sole responsibility of the responsible office. The use of the provider’s services does not replace an individual consultation/examination.

B. Special provisions for the provision of the web-based software (Software as a Service)

4. Subject matter of the contract/service description

4.1 The Provider shall provide the Customer, among other things, with web-based software (hereinafter referred to as the “Software”) with the aid of which the Customer can complete applications relating to state aid and subsidies. The Provider shall also provide maintenance and servicing of the Software in accordance with these GTC. In all other respects, the current scope of functions of the software shall be governed by the description of services. The subject matter of the contract is exclusively the provision of this software for use via the Internet and the granting of storage space on the Provider’s servers. For this purpose, the Provider shall set up the Software on a server that is accessible to the Customer via the Internet.

4.2 The Provider shall immediately eliminate all software errors in accordance with the technical possibilities. An error shall be deemed to exist if the software does not meet the requirements set out in the Service description and does not fulfill the specified functions, delivers faulty results or otherwise does not function properly, so that the use of the software is not possible or only possible to a limited extent.

4.3 The provider shall provide the services in compliance with the respective state of the art. He is continuously developing the software and will improve it through ongoing updates.

4.4 The availability of the software shall be 98.5% on an annual average including maintenance work, but the availability may not be impaired or interrupted for more than two calendar days in succession. Excluded from this are necessary regular maintenance work as well as those periods in which availability is restricted due to events for which the Provider is not responsible (e.g. force majeure, acts of third parties, technical problems or changes in the legal situation).

5. Rights to use the software

5.1 The Provider grants the Customer the non-exclusive and non-transferable right to use the Software for the duration of the Agreement within the scope of the SaaS Services as intended. The Customer may only edit the software to the extent that this is covered by the intended use of the software according to the respective current service description. Duplication of the software is only permitted to the extent that this is covered by the intended use of the software according to the respective current service description. Necessary duplication includes loading the software into the main memory on the customer's server/computer, but not even temporary installation or saving of the software on data carriers (such as hard disks or similar) of the hardware used by the customer.

5.2 The customer is not entitled to transfer the software or the storage space provided to a third party for use, in part or in full, against payment or free of charge. The customer is expressly prohibited from subletting the software.

6. Granting of storage space and backups

6.1 The Provider shall provide the Customer with storage space on a server for storing its data. The maximum amount of storage space is agreed separately.

6.2 The provider shall ensure that the stored data can be accessed via the Internet. He is obliged to take suitable precautions against data loss and to prevent unauthorized access by third parties to the customer's data. For this purpose, the Provider shall make regular backups and install firewalls in accordance with the state of the art.

6.3 In any case, the customer remains the sole owner of the data and may demand the return of individual or all data at any time. The Provider shall have neither a right of retention nor a statutory landlord's lien (§ 562 BGB) with respect to the Customer's data.

7. Support

Application or software problems are handled by the provider within the scope of support. The support is generally guaranteed on weekdays from Monday to Friday in the time from 09:00 to 18:00. For the purpose of the fastest possible processing, support services are to be requested via the communication channels provided for this purpose on the Provider's website or via the ticket system that may be available. During regular business hours, support requests are generally processed chronologically, according to the order in which they are received by the Provider.

8. Impairment of accessibility

8.1 Adjustments, changes and additions to the contractual software as well as measures that serve to determine and remedy malfunctions will only lead to a temporary interruption or impairment of accessibility if this is absolutely necessary for technical reasons.

8.2 The monitoring of the basic functions of the software takes place daily. The maintenance of the SaaS services is basically guaranteed on weekdays from Monday to Friday in the time from 09:00 to 18:00. In case of serious errors – the use of the software is no longer possible or seriously limited – the maintenance is carried out within 3 hours from the time of knowledge or information by the Customer. The Provider shall inform the Customer about the maintenance work immediately and perform it according to the technical conditions in the shortest possible time. If it is not possible to correct the error within 12 hours, the Provider shall notify the Customer of this within 24 hours by e-mail, stating the reasons for the error and the estimated time for its correction.

9. Obligations of the customer

9.1 The customer is obliged to keep the data provided during registration up to date at all times and to refrain from violating these GTC and applicable law. In particular, the customer is obligated to comply with payment requests of the provider in a timely manner. The customer must also ensure that his account is only used by himself. He has to treat his access data and the data deposited by him confidentially and to ensure that third parties do not have access to his data. If the customer culpably

violates this obligation, he is responsible for any resulting damage. If the Provider prescribes further security measures before or during the contractual relationship, the Customer shall implement them unless they are unreasonable or disproportionate.

9.2 The customer is obligated to check the drafts of its applications for grants and subsidies, which are created automatically on the basis of its submissions, for accuracy and completeness before transmitting them to the responsible office. Likewise, it is the sole responsibility of the customer to meet appropriate deadlines. The final and actual determination/assessment of the entitlement to state aid and subsidies is the sole responsibility of the competent office. The use of the services of the provider does not replace an individual consultation/examination.

9.3 The customer is also obligated to use the software only for its intended purpose (filling out applications relating to government grants and subsidies) and to comply with all contractual and statutory provisions when using the software. Any use beyond the purpose of the usage relationship is prohibited. In particular, the user is prohibited from

- register for the Software multiple times under different identities;
- make false or misleading statements within the Software;
- use the Software for advertising or other commercial purposes;
- to violate these GTC or applicable law (e.g. copyright and trademark law) when using the software;
- to automatically access data via the software (e.g. with crawlers)
- to distribute pornographic, racist, violence glorifying or trivializing, people inciting, right-wing extremist, anti-constitutional or other contents violating applicable law and morality within the software.

9.4 Notwithstanding the obligation of the Provider to back up data, the Customer itself is responsible for entering, maintaining and backing up its data and information required to use the Software. In the event of a loss of data within the software for which the Provider is responsible, the Provider's liability shall be limited to the restoration and backup costs for those data that would have been lost even if the Customer had properly backed up the data. Inadequate data backup may result in the customer having to accept contributory negligence within the meaning of Section 254 of the German Civil Code (BGB). The provisions under the heading "Liability and Indemnification" shall remain unaffected by this paragraph.

9.5 The customer is obliged to check his data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs for this purpose.

9.6 The contents stored by the customer on the storage space intended for him may be protected by copyright and data protection laws. The customer hereby grants the provider the right to make the content stored on the server accessible to the customer when the customer queries it via the Internet and, in particular, to reproduce and transmit it for this purpose and to be able to reproduce it for the purpose of data backup.

10. Blocking

10.1. The Provider is entitled to block the Software if the Customer is in default with at least one payment installment. The same applies if he is partially in default with several payment installments, which in their sum correspond to a whole installment.

10.2. The Provider is also entitled to terminate the contract without notice (extraordinary termination) or to immediately block the software if there is reasonable suspicion that the stored data violates applicable law or these GTC. A reasonable suspicion for an illegality and/or a violation of the law exists in particular if courts, authorities and/or other third parties inform the Provider about such suspicion. The Provider shall immediately inform the Customer about the blocking and the reason for it. The blocking shall be lifted as soon as the suspicion is invalidated.

10.3. Blockings do not affect the term of the contract and do not release the customer from his obligation to pay. Fees due and paid for services not fully used or started (e.g., due to cancellations) shall not be refunded or shall continue to be owed; legally mandatory refund claims – in particular due to mandatory liability, rescission, rescission or warranty of defects – shall remain unaffected.

11. Release and deletion of data after termination of contract

Upon termination of the contractual relationship concerning the use of the software, the Provider shall immediately surrender to the Customer all data stored on the storage space allocated to it and subsequently delete it from its systems, unless otherwise stipulated by contract or by law. The surrender of the data shall be effected at the customer's discretion either by handing over data carriers or by sending them via a data network. The customer shall not be entitled to also receive the software suitable for the use of the data.

C. Other

12. Prices and payment

12.1 The Customer undertakes to pay the Provider the agreed fee for the provision of chargeable services and/or the provision of the software and the associated granting of storage space. The prices listed on the website at the time of the conclusion of the contract shall apply. All prices are inclusive of the statutory value added tax and plus the respective shipping costs listed. Unless otherwise agreed, invoices of the provider are due for payment immediately and without deduction.

12.2 Payment is made via the payment method chosen by the customer. Payment is possible by PayPal, by Sofortüberweisung, by direct debit and by credit card. If the payment method SEPA direct debit is selected, the invoice amount is due for payment after a SEPA direct debit mandate has been issued, but not before the deadline for the advance information has expired. The direct debit will be collected, not before the deadline for the pre-notification. Pre-notification is any communication (e.g. invoice, policy, contract) from the Provider to the Customer announcing a debit by SEPA Direct Debit. If the direct debit is not honored due to a lack of sufficient funds in the account or due to the provision of incorrect bank details, or if the customer objects to the debit although he is not entitled to do so, the customer shall bear the fees incurred by the reversal of the respective credit institution if he is responsible for this. If the payment method "PayPal" is selected, the payment will be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, subject to the PayPal terms of use, which are available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>.

13. Warranty against defects

The statutory liability for defects shall apply. With regard to the software, the provider also guarantees the functional and operational readiness in accordance with the provisions of this contract.

14. Liability and exemption

14.1 The provider shall be liable without limitation for any legal reason in the event of intent or gross negligence, intentional or negligent injury to life, body or health, on the basis of a guarantee promise, unless otherwise regulated in this respect, or on the basis of mandatory liability, such as under the Product Liability Act. If the Provider negligently breaches a material contractual obligation, liability shall be limited to the foreseeable damage typical for the contract, unless liability is unlimited in accordance with the preceding clause. Material contractual obligations are obligations which the contract imposes on the Provider according to its content in order to achieve the purpose of the contract, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the Customer may regularly rely. In all other respects, liability on the part of the provider is excluded.

14.2 The above liability provisions shall also apply with regard to the liability of the Provider for its vicarious agents and legal representatives.

14.3 The Customer shall indemnify the Provider against any claims of third parties – including the costs of legal defense in their statutory amount – which are asserted against the Provider due to actions of the Customer in violation of the law or the contract.

15. Data privacy

The provider treats the personal data of the customer confidentially and according to the legal data protection regulations. Data will not be passed on without the express consent of the customer or only within the scope of the necessary processing of the contract. More details can be found in the Data privacy of the provider.

16. Right of withdrawal for consumers in distance contracts

If the customer is a consumer, he is entitled to a statutory right of withdrawal. A consumer in the sense of § 13 BGB is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity.

Further information on the right of withdrawal can be found in the Cancellation policy of the provider.

17. Final provisions

17.1 The contracts concluded between the provider and the customer are subject to the substantive law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods, insofar as this choice of law does not result in a consumer being deprived of mandatory consumer protection standards.

17.2 The Provider shall be entitled to amend these GTC for objectively justified reasons (e.g. changes in case law, legal situation, market conditions or corporate strategy) and subject to a reasonable period of notice. Existing customers will be notified of this by e-mail no later than two weeks before the change takes effect. If the existing customer does not object within the period set in the notification of change, his consent to the change shall be deemed to have been given. In the notification, reference shall be made to the intended amendment of these GTCs to the deadline and the consequences of the objection or its absence.

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