

Terms and conditions of use for advertisers

§ 1 General provisions

1. (1) The website <http://www.reachbird.io> (hereinafter: Reachbird) is operated by the company Reachbird AG, Industriering 3, 9491 Rugell, represented by its Managing Director (email: support@reachbird.io). Reachbird offers a placement platform by means of which clients (called "Advertisers") can insert opportunities for product placement/promotion and for which users (called "Influencers") can apply. Influencers can be what are called consumers (§ 13 of the German Civil Code (*Bürgerliches Gesetzbuch*) and also entrepreneurs (§ 14 of the German Civil Code).
2. (2) These Terms and Conditions of Use apply to the exclusion of all other terms and conditions. They apply for all acts of legal significance concluded by clients of a product placement and users with Reachbird. Divergent, conflicting or supplemental conditions only become part of the contract if Reachbird has expressly agreed to their application.
3. (3) Specific agreements concluded on a particular case basis with Advertisers and Influencers take precedence over these Terms and Conditions of Use. In this case a written contract or a written confirmation is authoritative.
4. (4) All communication between the Parties take place via the platform.

§ 2 Registration and use of the website

1. (1) When registering on the website the Advertiser undertakes to provide the personal information about his/her person which is requested about the company e.g. name, complete address and email address truthfully.
2. (2) The Advertiser has sole responsibility for the security of his/her password. Disclosing the password to another person or transferring the account to a third party is prohibited.
3. (3) The Advertiser undertakes not to transmit content containing viruses, trojans or other malware which could damage Reachbird's system. In the case of an infringement of this provision the Advertiser undertakes to compensate Reachbird for any loss or damage.

§ 3 Contract conclusion and services of Reachbird

1. (1) Reachbird reserves the right to check the Advertiser and to approve his/her use of the platform. Approval on the part of Reachbird does not create any entitlement in law in respect of the Advertiser to the corresponding activity by Reachbird as an intermediary.
2. (2) Reachbird will bring possible offers for product placement and promotion to the registered Advertisers' attention by means of what are called posts on the platform.
3. (3) The offers brokered in this manner by Reachbird represent non-binding offers. Influencers may bid for the order to be placed with them by uploading their own

legally binding offers by creating a post and indicating their price idea via the platform. Reachbird will check these offers and forward them to the Advertiser in so far as there is nothing objectionable in the offers. The Advertiser then has 48 hours in which to accept or reject the offer. If the Advertiser fails to react within this period, this is deemed to be acceptance and Reachbird will instruct the Influencer to upload the relevant post. If the Advertiser should agree to the offer, Reachbird will inform the Influencer of this by email as well as via the platform and this notification constitutes a legally binding acceptance of the offer. The Influencer will also be informed of any rejection of the offer.

4. (4) By accepting an offer the Influencer is obliged to produce and publish the post in accordance with the description in the offer and the specifications.
5. (5) After the order has been placed, Reachbird will endeavour to make direct communication possible between the Advertiser and the Influencer in order to create a direct line of communication on possible details between the parties. There is no legal entitlement to this. The Parties are only permitted to use this for the discussion of specific details or trivial matters. An amendment of the contractual agreements or similar is, however, not permitted. The Advertiser undertakes not to submit any request for additional services to the Advertiser over and above his original offer and not to circumvent Reachbird.

§ 4 The Advertiser's services

1. (1) The product placement / promotional opportunities must be formulated by the Advertiser as precisely as possible so that the Influencer can recognise the type of post which is expected. The Influencer can select from a number of categories. Amongst others, these are review, mention, haul, tutorial etc.
2. (2) The Advertiser undertakes vis-a-vis Reachbird not to transmit any content which breaches public decency or applicable law. These include but are not limited to any breach of intellectual property rights such as trade mark rights, copyright as well as competition and criminal law. The Advertiser also undertakes not to transmit content and not to create corresponding posts containing content which is libellous, pornographic and racist or content which is discriminatory in any other way. If these obligations should be breached, Reachbird may block the Advertiser's access to the platform with immediate effect.
3. (3) The Advertiser grants Reachbird all rights to the materials and information needed for acceptance on the platform and distributed to the Influencers.
4. (4) The Advertiser confirms that he is in possession of all rights to the material he uses and particularly that in using and presenting them neither copyrights, nor other performing rights, trade mark rights or other rights such as the right to a person's own image are infringed. On making an offer the Influencer receives in return the right to use and disseminate the product and any labelling rights accordingly in the context of the order.

§ 5 Warranty

1. (1) The Influencer is liable to the Advertiser for the agreed attributes of the materials produced. In this respect the criteria are the requirements formulated by the

Advertiser.

2. (2) In all other respects the provisions of law between the Advertiser and Reachbird apply for the product placement/promotion.

§ 6 Remuneration

1. (1) The agreed remuneration of Reachbird becomes due for payment on presentation of the invoice. Invoices will normally be presented at the end of the campaign. Reachbird is entitled to require corresponding installments, particularly in the case of lengthy campaigns. Reachbird invoices a monthly fee for the use of the SaaS-platform as well as a fee based on the budget of every campaign (transaction costs).
2. (2) The remuneration is understood to be a net price to which any Value Added Tax must be added if due.
3. (3) Reachbird may outsource the preparation and presentation of invoices to a third party company.
4. The advertiser commits itself to pay the monthly fee for the use of the SaaS-platform, based on the transit time and other individual offers from Reachbird. The monthly fee is accepted by the advertiser with the signing of a proposal from Reachbird or a verbal acceptance.

§ 7 Liability

1. (1) The Advertiser has no entitlement to the uninterrupted availability of the Reachbird service. Reachbird endeavours to make the pages available by means of the latest technology but interruptions and restrictions may occur from time to time, particularly when maintenance or other service measures are being undertaken. In this respect the Advertiser has no entitlement to compensation for drop-outs. This also applies in the event of force majeure.
2. (2) Reachbird is liable for intent, gross negligence and injury to persons. Liability for negligence is restricted to the infringement of material contractual obligations, what are called "cardinal obligations". Liability is restricted to loss or damage typical under the contract and the occurrence of which Reachbird must anticipate on the conclusion of the contract because of the circumstances which are foreseeable at this point in time. Reachbird is also liable for loss or damage which can be anticipated by reason of mandatory provisions of law. The liability restrictions also apply to vicarious agents.
3. (3) Reachbird has no further liability. In particular, Reachbird is not liable for content inserted by the contractual parties.
4. (4) The Advertiser will indemnify Reachbird against all third party claims which are asserted against Reachbird by reason of the content communicated by the Advertiser.

§ 8 Confidentiality

The Advertiser undertakes to treat the information communicated in the context of the

contractual relationship as confidential even after the conclusion of the contract and to maintain secrecy on such information. This understanding on confidentiality does not apply in so far as the information was already in the public domain or if it can subsequently be proven that it was made accessible to the other party by a third party without this obligation of confidentiality being breached.

§ 9 Prohibition of competition

The Advertiser undertakes that even after the end of the campaign he will not approach the advertiser directly in order to circumvent Reachbird.

§ 10 Data protection

As part of the registration and processing of contracts Reachbird collects the Advertiser's data. In doing so, Reachbird complies in particular with the requirements of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*). Further information on data collection, processing and dissemination can be found in our Data Protection Guidelines.

§ 11 Initial provisions

1. (1) The law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods applies to contracts between Reachbird and the Advertiser. The language of the contract is German.
2. (2) The place of jurisdiction for all disputes arising from contractual relationships between Reachbird and the Advertiser is Munich in so far as the Advertiser is an entrepreneur
3. (3) If individual provisions of this agreement should be invalid in whole or in part, the validity of the remaining Terms and Conditions of Use in all other respects is not affected. To the extent that they exist, the corresponding provisions of law take the place of the invalid points.