General Terms and Conditions of Contract for the use of Omnibook (SaaS) ("GTC")

of Booktype GmbH, Prinzessinnenstrasse 20, 10969 Berlin, Germany
Registered at Charlottenburg Local Court, Commercial Register no. HRB 166441B
Directors: Micz Flor, Julian Sorge
(hereinafter: "**we**")

1. Scope of Application

The following terms and conditions of use shall apply to the use of our "Omnibook" service, a cloud-based service for creating publications, and all services offered and rendered by us in relation thereto. These services shall also include the granting of rights of use and the provision of storage space for your data that you upload onto our computer systems in the course of using Omnibook as intended, or that is generated as a result of your use of Omnibook (hereinafter: "**Application Data**").

2. Conclusion of a Contract, User Account

2.1   By clicking on the button marked "Sign Up" or a similarly marked button, you make a legally binding offer to conclude the contract concerned. We shall accept this offer by sending a confirmation e-mail. However, we shall not be under any obligation to accept the user's offer.

2.2   To use Omnibook, you shall need a user account and an accompanying password. When you register for Omnibook, you shall set a username and password (insofar as available) and provide your name and your contact details (home address, e-mail address, telephone number). You shall always keep your contact details up-to-date.

2.3   This account enables you to view all purchases, invoices and other relevant information. By establishing an account with us, you grant permission for Booktype GmbH to contact you at your e-mail address regarding your use of Omnibook.

2.4   When signing-up, you can also opt-in to receive our newsletter. You can always change this setting by sending an e-mail to us at contact@booktype.pro or by following the opt-out procedures set forth in such marketing e-mails. Please note that we will still need to communicate with you via e-mail regarding your transactions and other account related issues.

2.5   You are solely responsible for maintaining the confidentiality and security of your username and password, and you will remain responsible for all use of your username and password, and all activity emanating from your account, whether or not such activity was authorized by you.

2.6   If your username or password is lost or stolen, or if you believe that your account has been accessed by unauthorized third parties, you are advised to notify us in writing, and should change your password at the earliest possible opportunity.

2.7   Some Omnibook packages come with a free trial offer. At the end of the trial offer, an invoice will be issued. Settlement of the invoice automatically turns the contract into a monthly recurring and payable agreement (see item 4.1). Non-settlement of the invoice after 14 days automatically causes the account to be closed and your content to be deleted.

3. Provision of Omnibook and Essential Storage Space

3.1   We shall keep available on our computer systems, which may also include third-party computer systems, the respective latest version of Omnibook for your use. You shall not receive a copy of the Omnibook software yourself (see Item 8.2 however), but you shall be able to control the software via your browser and use the processing results. Additionally, we shall also make storage space available to you within Omnibook.

3.2   The number of persons (e.g. your employees) authorised to use Omnibook absolutely and/or simultaneously, the number of books to be produced using Omnibook, the size of the available storage space, the type of usable domain and the type of possible publication of the books produced shall depend upon the package acquired by you (e.g. "Free", "Basic", "Premium" or "Enterprise"). The authorisations relating to each package shall ensue from the *Omnibook Product Overview*, insofar as existent, and the product details on our website.

3.3   We shall back up your Application Data at least once every calendar day, and shall at all times store the backups made in the preceding seven days.

3.4   Your current Application Data may also be downloaded onto your computer systems via your account.

3.5   For the Omnibook service, the router output of our computer centre shall be the **hand-over point** (in respect of the software made available for use, as well as in respect of the Application Data).

3.6   The system requirements that your computer systems must meet to ensure trouble-free use of Omnibook shall ensue from the product specifications on our website and, insofar as existent, the *Omnibook Product Overview*. We shall not be responsible for the hardware and software on your side or for the telecommunication connection between you and us up to the hand-over point (Item 3.5).

3.7   We shall offer an availability rate of 99% per annum in respect of Omnibook. Availability is defined as the technical usability of Omnibook (software and Application Data) at the hand-over point (Item 3.5) for your use. The technical usability following maintenance measures during the following time limits shall not fall under the definition of availability in sentence 2:

- Between Monday and Friday (except on public holidays in the Federal Republic of Germany) maintenance measures can only be carried during the hours from 1:00 h am and 4:00 h CE/CEST
- During weekends, maintenance measures can take place during the hours from 0:00 h to 6:00 h CET/CEST
- After consultation with you, maintenance measures can also be carried out outside of those time brackets
- A monthly upper limit of 8 hours for such maintenance work shall not be exceeded.

We will always endeavour to give you appropriate notice before any maintenance measures.

3.8   In respect of the services rendered, we draw your attention to the fact that restrictions or impairments beyond our sphere of influence may arise. In particular, this concerns acts by third parties not acting on our behalf, technical conditions on the Internet beyond our control, as well as *force majeure*. The hardware and software or technical infrastructure used by you may also affect the services. Insofar as such circumstances impair availability or functionality, no claims on your part shall thereby be created.

3.9   You shall report functional failures, faults or impairments to us by e-mail or via the ticket system without undue delay and in as much detail as possible. If you fail to do so, § 536 c *BGB* shall apply.

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4.   Term and Termination

4.1   The contract shall be concluded for an indefinite period and renews itself at the end of the monthly/ annual contractual period for the same duration again.

4.1.1   Monthly arrangements may be terminated by either party at any time with 30 days' written notice, subject however to the stipulations in Item 4.2. In the event of termination, fee payments already made shall be refunded to you on a pro-rata basis, insofar as these were paid for the period after notice of termination enters into effect.

4.1.2   Annual arrangements may be terminated by either party with 30 days' written notice until the agreement year end, subject however to the stipulations in Item 4.2. In the event of termination, fee payments already made for the time between the notice sent and the notice taking effect shall not be refunded to you.

4.2   You may effectively declare notice of termination either by e-mail to "contact@omnibook.pro" or in writing by telefax or letter. We may send any notice of termination on our part to the e-mail or postal address provided by you.

4.3   The right to prematurely terminate the contract for good cause shall remain reserved for both parties.

4.4   Your right to use Omnibook shall lapse when notice of termination of the contract enters into effect. In such case, your Omnibook access shall be blocked, and you shall no longer have access to this account or to your stored Application Data.

5.   Support

5.1   We hereby offer you the following support services to support you when using Omnibook:

- If malfunctions relating to Omnibook occur, you can contact us, so that we speedily deal with these.

You can request support via our ticket system. In this respect, our support staff shall be available every business day from 9:00 h until 21:00 h CET/CEST ("**Hours of Availability**"). You shall receive an initial response within no later than 48 hours of receipt of your request. Requests received outside of these Hours of Availability shall not be taken into account when calculating the response time.

5.2   If you wish, support may also be performed outside of these Hours of Availability and/or by telephone on the basis of separate individual agreements.

6.   Fees

6.1   A monthly or annual fee shall be paid for using Omnibook unless you have signed up for a free offer. The sum of this fee shall ensue from the respective offer outlined on our website.

6.2   All prices quoted in our webshop are exclusive of value-added tax at the respective valid statutory rate unless stated otherwise in the offer on the website.

6.3   The fee shall be paid in advance in each case.

6.3.1   For annual arrangements, we offer a discount 10% on the respective fee.

6.4   We offer various payment options (e.g. credit card, direct transfer or Paypal), without however being obliged to do so. The handling of payments via payment system providers (e.g. PayPal) shall be governed exclusively by the terms and conditions of use and business of the payment system provider concerned. Additionally, the user may need to have a user account with such provider.

6.5   We do not store any credit card information.

6.6   After having placed a purchase order, you shall receive, in electronic form sent to the e-mail address provided by you, an invoice for the services ordered.

6.7   Insofar as you fail to meet your payment obligations, or insofar as amounts paid are reversed or debited back, we shall, subject to further claims, be entitled to block your access to Omnibook. If such blockage occurs as a consequence of outstanding payment claims, and the user settles these claims, access shall be unblocked again.

6.8   Our pricing depends upon the most varied factors, which can change over time. Therefore, we hereby reserve the right to adapt our prices, if and insofar as the applicable value-added tax changes, our subcontractors where we host Omnibook demand new prices from us on their part, or we change our subcontractors where we host Omnibook (e.g. in order to increase reliability), and we have to therefore pay altered prices. In such case, we shall, 12 weeks before such price adjustment enters into effect, inform you thereof by e-mail to the e-mail address stored in your user account (hereinafter for the purposes of this Item: "**Information e-mail**"), stating the date when the price adjustment will enter into effect. If you are not in agreement with such price adjustment, you shall be free to exercise the right of termination with ordinary notice under Items 4.1.1 and 4.1.2. For annual agreements, an extraordinary notice period of 12 weeks, starting from the date the Information e-mail was sent, shall apply. If you have not given notice of termination with effect from, at the latest, the time when the price adjustment enters into effect, the new prices shall apply from this point in time onwards.

7.   Upgrades / Downgrades

7.1   Even after a certain Omnibook package has been ordered (and used), you may upgrade or downgrade to a more or less extensive Booktype Pro package. Compared to placing a new purchase order, this may offer you the advantage of being able to continue using data, particularly Application Data, already stored (Please note however that, in the case of a downgrade, this will be possible only insofar as the smaller package also covers the volume of the data already existing.). You can order an upgrade or downgrade directly via your user account by clicking on the corresponding options. The contract for such upgrade or downgrade shall be brought about by our sending of a confirmation e-mail to you to the e-mail address stored in your user account. The new invoice may already be attached to such confirmation e-mail.

7.2   Upgrades and downgrades shall enter into effect immediately upon your placement of a purchase order and our acceptance thereof. This shall apply even if you upgrade or downgrade during a contractual month. From this point in time onwards, the beginning and end of the contractual months, the due date of the fee, permissible termination dates etc. shall be determined on the basis of the date of the upgrade or downgrade order. Therefore, the fee for the first month of use of the upgrade or downgrade shall be due for payment immediately. The fee for the use of Omnibook that occurred in the partial contractual month prior to the upgrade or downgrade shall remain due for payment on a pro-rata basis. No fee shall be paid for the rest of the remaining original contractual month for the Omnibook package originally booked. In the case of upgrades, the fee already paid in this respect shall be credited against the fee to be paid for the upgraded Omnibook package. In the case of downgrades, you shall receive a credit in the sum of the proportionate fee that you have already paid for the rest of the remaining original contractual month for the Omnibook package already booked.

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8. Your Rights to Use Omnibook

8.1 The software upon which Omnibook is based is open source software. It is, except for a number of third-party components, licensed by us under the GNU Affero General Public License, version 3 ("**AGPLv3**"). You can find the text of the AGPLv3 licence at http://www.gnu.org/licenses/agpl-3.0.html. On request, we shall be happy to make available to you a list of the third-party components along with the respective applicable licences. You can download from the website http://www.booktype.pro the source code of Booktype, the software upon which Omnibook is based.

8.2 Regardless of any copyright powers to use the Omnibook software that may ensue from the AGPLv3, your use of the Omnibook service may be restricted within the scope of the stipulations under Item 3.1 and the following subsection 8.3.

8.3 You shall not be permitted to transfer your user account to third parties or make available to third parties your access data relating to your user account. However, you may of course provide your employees or any authors or graphic designers working for you on a freelance basis, or any other persons involved in book production on your behalf, with access to the Omnibook service by allocating individual access authorisation to these.

9. Rights of Use in Respect of your Content

We may store on our servers the content that you have entered or uploaded via your Omnibook account (hereinafter collectively referred to as "**Works**") and copy this content in the course of your use of Omnibook, and use this content in any other manner necessary for your use of Omnibook, only if you grant us certain rights of use in respect of these Works. Against this background, you shall grant us in respect of each of these Works, without limitation in terms of territory or time, transferable non-exclusive rights of use to the extent necessary for making Omnibook available for you. In particular, you shall grant us the right to make the Works concerned available for retrieval by you and the right to make all copies necessary for this and all adaptations technically necessary (storage on our servers etc.), and the right to prepare the Works for the form of publication chosen by you.

10. General Rules for the Use of Omnibook / Impermissible Content

10.1 We shall be bound by human rights and, in particular, freedom of opinion and freedom of the press. Therefore, we want you to use Omnibook freely for all purposes (excluding the limitations under 12.3) that you wish. Nevertheless, you shall however be obliged not to go beyond certain limits when you actively use Omnibook. The content that you send to us as a result of using Omnibook must not contain any unlawful content. Therefore, the following content in particular is absolutely impermissible:

- content that incites, and/or is aimed at inciting, hatred against sections of the population or against any national, racial, religious or ethnic group, that calls for violent or arbitrary action against such group or that violates the human dignity or general personality rights of others by insulting, maliciously degrading or defaming sections of the population or any of the aforementioned groups;
- content that describes children or adolescents in unnatural, sexually suggestive poses that are pornographic, particularly if they involve acts of violence, sexual abuse of children or adolescents or sexual acts of humans with animals, or content that for any other reasons violates regulations for the protection of children and adolescents; this shall apply also to content that only refers to or implies such content and/or aims;
- content that is offensive, defamatory or otherwise libellous and/or shows racist or

xenophobic tendencies;

- content that violates the right to protection of privacy, and/or other general personality rights, and/or that threatens others in any manner or otherwise puts pressure on others or would put pressure on others, if it were implemented;
- content that violates third parties' personal image rights;
- content that violates third-party positions protected under copyright law and/or the law on ancillary copyrights.

10.2   If the duties arising from Item 10.1 are unlawfully breached, we shall be entitled to block or delete the data concerned or block your user account until such breaching conduct has ended. Additionally, you shall provide us with information on the identity of the user responsible for such breach and all other circumstances relevant to the assertion of claims. In the event of serious breaches, including for example illegal acts or acts that expose us to the danger of criminal liability, or in the event of repeated breaches for which you are responsible, we shall have the right to prematurely terminate this contract without prior notice. Item 4.2 shall apply.

11.   Breach of Third-party Rights

11.1   Breach on Our Part

11.1.1   If a third party asserts against you claims based on an infringement of copyrights, patents, utility models, business or trade secrets or other intellectual property rights (hereinafter: "**Intellectual Property Rights**") by Omnibook, and if the use of Omnibook is impaired or prohibited as a result thereof, we shall, at our own discretion and at our own expense, first of all either alter or replace Omnibook in such a manner that such infringement of rights is eliminated, but the agreed functional and performance features are still met in a reasonable manner, or acquire the necessary rights of use from the rights holder. If this is not successful within a reasonable period, we may prohibit you from further using Omnibook and block access to Omnibook. In this respect, however, we shall ensure that copies of your Application Data are sent to you by download or on a data carrier. In such case, we shall, subject to refunding of the fee already paid for the future, be entitled to prematurely terminate the contract without prior notice. Item 4.2 shall apply.

11.1.2   We shall indemnify you against all justified third-party claims based on an infringement of Intellectual Property Rights, insofar as we are responsible for these.

11.1.3   You shall promptly inform us of asserted third-party claims, shall not acknowledge any alleged infringement of Intellectual Property Rights and shall either leave it to us to deal with any dispute, including out-of-court settlements, or conduct such dispute only in agreement with us. If you cease using Omnibook on your own initiative, you shall, furthermore, point out to such third party that this does not entail any acknowledgement of the alleged infringement of Intellectual Property Rights.

11.1.4   Any further liability shall remain unaffected. Item 15 shall also apply in this respect.

11.2   Breach on Your Part

11.2.1   You hereby warrant to us that you are entitled, and in a position, to grant the rights mentioned under Item 9 to the extent stated. Likewise, you hereby warrant to us that you shall not store on our servers any content whose subject-matter or content breaches the provisions in Item 10. You shall be responsible for the content uploaded and published by you. In particular, we shall not check, prior to uploading or publication, whether the content concerned is contrary to the provisions stated in Item 10.1.

11.2.2   If a third party asserts against us claims based on an infringement of Intellectual Property Rights or based on a breach of the principles laid down in Item 10 (particularly based on a breach of

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personality rights) as a result of your use of Omnibook, we shall, insofar as reasonable, promptly inform you via the contact details provided by you. You shall then, insofar as reasonable, have the opportunity to comment thereon within a reasonable period and defend yourself against such claim. You shall promptly discontinue such breach, whether by removing the content concerned, acquiring the essential rights of use or otherwise. If this is not successful within a reasonable period, we may block use of the content concerned or, if it would otherwise not be possible to eliminate the infringement of rights without an unreasonable delay, delete this content from our servers. Illegal content may be removed at any time without prior notice and without prior warning.

11.2.3 You hereby undertake to indemnify us, our Executive Board, our employees and our other personnel, and hold the above harmless, against all liability and all costs, including lawyer's fees for any legal defence, as well as against all possible and actual costs in connection with any judicial proceedings and any and all administrative fines imposed, or to be imposed, by a court, if third parties bring claims against us, members of our Executive Board, our employees and/or other personnel of ours on account of you having infringed rights of third parties, or rights of persons represented by third parties, in culpable breach of the duties mentioned in Items 9 and 10.

11.3.3 Any damage claims to which we are entitled beyond the foregoing shall remain unaffected.

12. Data Protection and Data Backup

12.1 We care about protecting your data and the data that you use in Omnibook. Therefore, we shall observe the provisions of data protection law valid in Germany and impose upon our employees dealing with the implementation of the contract an obligation to observe data secrecy under Section 5 *BDSG* [German Federal Data Protection Act], except where such employees are already generally bound to secrecy accordingly.

12.2 When you process or use personal data via Omnibook, you warrant that you are entitled to do so under the applicable legal provisions. Before you begin processing or using personal data of third parties, you shall notify us thereof. In such case, we shall conclude with you a written agreement on commissioned data processing. If you are at fault for any breach of the above duties, you shall indemnify us, our Executive Board, our employees and our other personnel, and hold the above harmless, against all liability and all costs, including lawyer's fees for any legal defence, as well as against all possible and actual costs in connection with any judicial proceedings and any and all administrative fines imposed, or to be imposed, by a court, and any official fines, if third parties bring claims against us, members of our Executive Board, our employees and/or other personnel of ours, or if any of the above become involved in official proceedings.

12.3 Omnibook is made available exclusively for producing publications, and is not a general data storage or a content management system. You hereby affirm that you shall not use Omnibook for such purposes, and in particular you shall not process or use any employee data (except where permitted under Section 32 *BDSG*) or personal data of your customers via Omnibook.

12.4 You shall back up your data, including Application Data, regularly and commensurate with the importance of the data, and make your own backup copies using the publish functionality.

13. Maintenance of Secrecy

13.1 Each party to the contract shall maintain utmost secrecy in respect of the other party's Confidential Information (see Items 13.2 and 13.3). In particular, each party hereby undertakes

- not to pass on to third parties, or bring to the attention of third parties in any other manner, including verbally, the other party's Confidential Information without the latter's written consent;
- to store the other party's Confidential Information only at a place secured against third-party access;
- to use the other party's Confidential Information only to the extent necessary for the collaboration between the parties.

13.2 "**Confidential information**" is information expressly referred to as confidential by the party disclosing the information, as well as information whose confidentiality ensues from the circumstances of its disclosure. Your Application Data is information that we shall always treat with confidentiality.

13.3 However, the following information shall not be deemed to be Confidential Information:

- information that was, without being subject to any non-disclosure obligation, already lawfully known to the recipient party prior to its disclosure;
- information that is or becomes publicly accessible through no fault of the recipient party;
- information that is communicated or provided to the recipient party by a third party lawfully and without being subject to any non-disclosure obligation, provided that such third party does not breach any non-disclosure obligation of its own when handing over the information;
- has been cleared in writing by the party providing the information.

14. Warranty

Our warranty shall be governed by the statutory provisions, with the proviso that no-fault liability for initial defects under Section 536a (1), 1st alternative, *BGB* [German Civil Code] is excluded.

15. Liability

15.1 In accordance with the statutory provisions, each party shall be liable for loss incurred upon the other party as a result of wrongful intent or gross negligence, as a result of the absence of any feature guaranteed in respect of the service concerned, as a result of any culpable breach of the party's Material Contractual Duties (see Item 15.2), as a result of culpable health damage, physical harm or mortal injury, or where liability under the *Produkthaftungsgesetz* [German Product Liability Act] is stipulated.

15.2 "**Material Contractual Duties**" are contractual duties that need to be fulfilled in order for the contract to be properly performed in the first place, and that the other party may normally expect to be met, and that, if breached, would on the other hand jeopardise the attainment of the purpose of the contract.

15.3 If a Material Contractual Duty is breached, our liability shall, insofar as the loss concerned relates merely to slight negligence and not to physical harm, mortal injury or health damage, be limited to foreseeable loss that can typically be expected to arise in the course of the rendering of services such as those covered by the contract.

15.4 In all other respects, our liability and that of our authorised agents shall be excluded, regardless of the legal grounds.

15.5 If any loss is incurred upon you as a result of your data being lost, we shall not be liable for this insofar as such loss could have been avoided, had you regularly and completely backed up all relevant data at frequent intervals in keeping with the value of the data.

16. Revocation of the Contractual Declaration

If you conclude the contract for the use of Omnibook as a consumer, i.e. as an individual concluding the contract for a purpose not attributable to his trade or self-employment, you shall have a right of revocation under Section 355 et seq. *BGB*. Below, we provide you with instructions on the terms and conditions governing the exercise of this statutory right of revocation in relation to us:

Revocation Instructions

Right of Revocation

You may revoke your contractual declaration in text form (e.g. by letter, fax or e-mail) within 14 days, without having to give reasons. This time limit shall begin upon receipt of these instructions in text form, however not before the contract has been concluded, and not before we have fulfilled our duties to inform under Section 246 (2) in conjunction with Section 1 (1) and (2) *EGBGB* [Introductory Act to the German Civil Code]. Sending off a declaration of revocation in due time shall suffice to comply with this time limit for revocation. Such declaration must be addressed to:

Booktype GmbH
Prinzessinenstraße 20
10969 Berlin
Telephone: +49 (0)30 61 62 92 81
Fax: +49 (0) 30 61 62 92 83
e-mail: contact@booktype.pro

Consequences of Revocation

In the event of effective revocation, any performance received by one party shall be returned to the respective other party, and any benefits (e.g. interest) derived shall be surrendered. If you are wholly or partly unable to return to us the performance received, or surrender to us the benefits derived (e.g. from use), or are only able to return such performance or surrender such benefits in deteriorated condition, you may have to compensate us accordingly. This may result in your nonetheless being required to meet the contractual payment obligations for the period until revocation. Obligations to refund payments must be met within 30 days. This time limit shall commence running for you upon sending the declaration of revocation, and shall commence running for us on receiving same.

End of Revocation Instructions

If, however, you are not acting as a consumer, you shall not be entitled to the right of revocation.

17. Changes to Omnibook and these GTC

17.1 Omnibook is a cloud-based service that can be offered to our customers only in a uniform way. If we further develop or alter Omnibook, therefore, this shall automatically affect all our customers. For this reason, we hereby reserve the right to alter our service at any time, in particular its name, its functions and the composition of its functions.

17.1.1 At least 12 weeks prior to any such change that worsens, at least in part, your Omnibook package in relation to the performance originally promised by contract (e.g. if certain functionalities originally guaranteed are dropped), we shall inform you of such forthcoming change by e-mail to the e-mail address stored in your user account (hereinafter for the purposes

of this Item: "**Information e-mail**"). This shall apply even if improvements to Omnibook are also introduced at the same time. If you are not in agreement with such change, you shall be free to exercise the right of termination with ordinary notice under Items 4.1 and 4.2. If you have not given notice of termination with effect from the time when the change to the Omnibook package enters into effect, the contract shall be continued from this point onwards with the new Omnibook package. If any alteration to Omnibook entails a price change, the above sentences under Item 17.1.1 shall apply *mutatis mutandis* to our related duties to inform, to your response options and to the entry into effect of the new prices.

17.1.2   Item 17.1.1 shall not apply to changes to Omnibook
- that only improve Omnibook or do not impair its usability,
- that serve to rectify faults without impairing Omnibook's functionalities more than insignificantly and without being unreasonable for you, or
- that involve merely design changes or changes to the user interface that do not affect the extent of the functionalities provided by Omnibook.

17.2   We hereby reserve the right to amend these GTC at any time, but subject to a reasonable notice period of at least 12 weeks, without having to give reasons. The new GTC shall be sent to you by e-mail to the e-mail address stored in your user account. The new GTC shall be deemed agreed upon, unless you object to their application within 30 days of receiving the e-mail. Such objection must be in text form, i.e. at least e-mail. We shall separately point out to you in our e-mail your right to object, the time limit for lodging an objection and the consequences of inaction on your part. The right to amend these GTC under this Item 17.2 shall not apply in respect of amendments that limit, to your disadvantage, the content or scope of the existing core possible uses of Omnibook for you, or in respect of the introduction of new obligations for you not contained hitherto in the GTC.

18.   Subcontractors

We shall be entitled to use the services of subcontractors for the performance of our contractual obligations.

19.   Final provisions

19.1   These GTC for them entire agreement between both parties, unless these GTC refer to additional agreements or documents. We shall not provide any separate contract texts based on these GTC Consequently, the content of the agreements concluded with us shall ensue from these GTC along with our and your identity as parties to the contract, as well as the subject-matter of the agreements concluded. In this respect, therefore, we shall not store the "contract text" specifically for you personally.

19.2   Any changes and additions to this document require the written format. This also includes a change to addition to this clause.

19.3   The laws of the Federal Republic of Germany shall exclusively apply to the legal relations established between you and us on the basis of these GTC, as well as to these GTC themselves, including their interpretation. The application of German and European international private law and UN Convention on Contracts for the International Sale of Goods is hereby excluded.

19.4   If you are a registered business person as defined by the *HGB* [German Commercial Code] or a legal entity under public law, Berlin shall be place of jurisdiction for all legal disputes ensuing directly from or connection with this contractual relationship. The same applies in the event that you are resident or domiciled in a State other than the Federal Republic of Germany.

19.5   If any individual provisions of these GTC, including this provision, are wholly or partly ineffective, the effectiveness of the other provisions or parts of such provisions shall remain unaffected. The respective statutory provisions shall apply in place of the ineffective or lacking provisions.

19.6   You hereby permit us to use your name and logo for promotional purposes on our website and in other marketing publications. If you don't agree to this, please write to us at contact@booktype.pro

As of: October 2015