General terms and conditions

of Knorke Media GmbH, Josef-Orlopp-Str. 56, 10365 Berlin, Managing Director: Felix Schwarze / Kirill Kusnetzow, www.knorke.de, (hereinafter „we").

§ 1 General

1. The following conditions apply to all contracts with our customers. Regarding entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law, the General Terms and Conditions also apply to all future legal transactions regardless of a separate note in individual cases, even if these are not expressly agreed again. At the latest with the implementation of the contractually agreed service, these terms and conditions apply to the persons named in sentence 2 as accepted.
2. Changes, deviations or additions to these terms and conditions by customers or special assurances require written form and confirmation by us. The same applies to the waiver of the written form. The customer's terms and conditions are neither accepted nor part of the contract, unless we expressly agree to them.
3. In case of doubt, our offers take precedence over the general terms and conditions. The terms and conditions supplement the offers.
4. The parties work together in a trusting manner and inform each other immediately in the event of deviations from the agreed procedure or doubts about the correctness of the other's approach.
5. The parties will name contact persons or project managers and their deputies who are responsible for the implementation of the contractual relationship and who will manage it in an expert manner. The usual contact details (telephone / mobile number, fax, e-mail, etc.) are exchanged for this purpose. The customer's project manager is the receptionist.
6. The parties must inform each other immediately of any changes in responsibility. Until this notification is received, the previously named contact persons or their deputies continue to be entitled to make and receive declarations.
7 The contact persons agree at regular intervals about progress and obstacles in the implementation of the contract to be able to intervene in the implementation if necessary.
8. The place of performance is our company headquarters.

§ 2 Offer & Conclusion of Contract

1. The customer first sends us a non-binding inquiry,
2. We then create an offer that contains all the important content of the legal transaction. We will send this to the customer for acceptance.
3. The customer can accept the offer by signing the contract or order form and sending it back to us. Offer and acceptance can also be made in text form (e.g. by email)
4. If the customer deviates from the submitted offer or wishes changes to the text of the offer, this represents a new offer from the customer to us. We can accept or reject this offer.
5. The contractual partner is always the customer himself.
6. In the case of contracts with reference to a website or social media page or any other account, if the customer named in the contract is not the owner of the page or account or is the actual page or account owner. If the account holder has an intermediary or administrator switched on, the actual site or account holder is jointly and severally liable with the contract customer for all obligations arising from this contract.
7. Claims and rights from the contracts concluded with us may only be transferred to third parties with our consent.
8. Decisive for the deadlines regarding the conclusion of the contract is not the dispatch, but the receipt of the signed contract form or the declaration in text form
9. Individual orders as well as services within the scope of ongoing cooperations do not require the submission of cost estimates and prior approval by the customer up to a maximum of € 500, but can be ordered orally. If we deviate from the cost estimates approved by the customer by up to 15% of the estimated costs, these deviations do not require a separate agreement. This applies in particular if there are changes or additions to the previously estimated expenses in the course of the execution of the order, which we have identified as such

§ 3 Subject matter of the contract (general)

1. The subject matter of the contract is measured according to the contract or the offer as well as these terms and conditions.
2. The subject of the contract can be services and functions of third parties. Regarding these services, the general terms and conditions of the third party apply in addition. The customer is aware that the placement of his website and / or his advertisements in search engines and other portals cannot be guaranteed by us since the relevant criteria and any costs are defined by the respective providers and are subject to change at any time. We compensate the customer not in the case of non-publication or deletion of his website by one or more search engines or portals, as this is solely at the discretion of the respective operator. Exceptions are cases in which we are strictly liable.
3. Appointments with us are to be agreed separately.
4. The provision of services takes place within the framework of a dynamic, creative development process or according to the specifications of the cost estimate / offer made by us. The offer or cost estimate include, in particular, the customer's specifications in terms of design, in relation to specifications or corporate identity, provided that the customer provided this information before obtaining the offer. In case of doubt or beyond the specifications, the dynamic and creative development process is deemed to have been commissioned.
5. During the creative development process, we continuously discuss the progress and goal of the project with the customer. In addition, we develop up to 2 drafts according to the offer or according to individual agreement, from which the customer can choose one and which is then further elaborated. As soon as an agreement has been reached on the essential components of partial services, these will be improved (depending on the number of correction loops agreed in the cost estimate / offer). Creative services are treated according to service contract law.
6. In the case of a dynamic development process, the agreement of a quota of hours does not mean that the activity will be completed in the corresponding number of hours, unless this has been explicitly agreed. Acceptances by the customer in earlier work phases are binding.
7. The service provision is divided into different phases, which are named in the offer (eg idea development, conception, draft, design and / or implementation). After each phase has been completed, we can request an interim acceptance.
8. In the case of services that can only be used through the use of third parties (e.g. website à web hosting or third-party CMS; graphic services à printing), the customer is responsible for selecting the contractual partner. We can only make recommendations. The customer becomes a contractual partner of the third party. If we act for the customer, § 8 of these terms and conditions applies.
9. Digital performance results are delivered in the usual market format. Format requests are to be clearly stated by the customer before the service is provided. Web pages are not optimized in the browsers MSIE 7 and below. Optimizations to older versions of Internet browsers can only be made on request and by arrangement.
10. If the customer wishes to adapt to third-party products (e.g. incorporation of a design into an existing CMS), only the provision of the service and not the integration is owed, unless otherwise agreed.
11. Requests and ideas of the customer regarding the performance result can only be implemented to the extent that it is technically and within the framework of the financial agreements and subjectively within the framework of the know-how available to us.

§ 4 Subject matter of the contract „user accounts", „shop support" & „community management"

1. The first creation of blog pages and / or account (s) takes place based on the information provided by the customer in the first meeting. Alternatively, the customer can provide relevant information by email.
2. If the service is provided based on pre-existing blogs and / or accounts, the customer will provide us with the necessary access data. If we set up such pages for the first time, we provide the customer with access. Both parties will treat such data confidentially.
3. After the end of the contract, the customer - with the exception of social media accounts and shop accounts - is not entitled to take over the respective account created by us, unless the parties agree on a compensation amount for the transfer of the configured account. Any setup fee does not represent such a compensation amount. Accordingly, if we set up an account for the customer, we are authorized to delete all configurations before the end of the order.
4. As part of what is known as community management, we provide editorial support for, for example, social media profiles. The exact work order results from the concrete contractual agreement.
5. As part of the "shop support", we manage the customer's own shops or shops / accounts with third-party providers. We work in consultation with the customer and take over customer care or the creation and management of content / offers.

6. The customer agrees that we can set up the blog page or accounts on his behalf and publish content that has been coordinated with it. When setting up the accounts and publishing content, we act on behalf of the operators of the respective platforms for and on behalf of the customer.
7. By setting up accounts on third-party sites, effective usage contracts are concluded between the customer and the operator of the respective platform based on the respective general terms and conditions and terms of use of the platform operator. The customer independently acquires knowledge of the content of these terms of use and general terms and conditions.
8. Access data (user names and passwords), which are used for protected data access by the customer or us, must not be made accessible to unauthorized third parties. The customer is obliged to prevent unauthorized access by third parties and to keep any passwords secret. We also undertake to protect this data in accordance with the legal standards of fault.
9. Unless expressly agreed otherwise, we create and maintain the agreed blog pages and accounts based on the data, texts, photos, music, graphics and / or other necessary information to be provided by the customer via email in good time and at their own expense Information. The customer provides us with this content free of third party rights. Unless expressly agreed otherwise, image and text processing, adjustments and corrections are not part of the service provision, but can be carried out on the basis of a separate agreement at the customer's expense. If content is to be created, we will make it available to the agreed extent at our own discretion based on the customer's specifications. Agreements on the type and scope of the services are made within the framework of an editorial plan to be approved by the customer. We have discretion when selecting content. Usage periods for third-party content are communicated by us and must be observed by the customer.
10. We are entitled, but not obliged, to refuse the use, integration and / or publication of materials, texts, images, music („content") or other data as far as there are technical reasons and / or content contrary to legal provisions, morality and / or violate the rights of third parties and / or are capable of seriously endangering children or young people morally or impairing their welfare. If we only become aware of such violations after implementation or use, we are entitled to delete the content concerned or to cancel or reverse the provision of services until an amicable party agreement has been reached. The customer cannot assert any reimbursement, termination or other claims or rights from such a process, but we are entitled to terminate the contract without notice. The customer bears the full amount for the costs incurred up to this point in time.
11. If problems arise with the provider or with individual users on the customer's websites or, in particular, in social media channels that are supported by us, we will try to de-escalate at our own discretion. If de-escalation fails, we will contact the customer immediately to discuss how to proceed.
12. Unless otherwise agreed and separately remunerated, support and monitoring of the channels and blog pages will only take place during the usual opening times Monday to Friday between 9 a.m. and 5 p.m.
13. Services in the context of community management are otherwise to be assessed according to service contract law.

§ 5 Subject of the contract „website creation"

1. If the parties agree to develop a website, the type and scope of the mutually owed services result from the underlying contract and, if applicable, the associated specifications.
2. Before concluding a contract with us, the customer has to check whether the website to be developed actually corresponds to his wishes and needs. He assures that he is familiar with the essential functional features and conditions relating to the website to be developed.
3. Only the fixed agreements are decisive for the type, quality, and scope of the development. Other agreements or requirements made by the parties only become part of the contract if the parties so agree in writing. Subsequent changes to the agreed services always require written confirmation by both parties.
4. If the customer recognizes that the services cannot be carried out by us based on the provisions of the contract or other service descriptions and instructions, the customer must notify this immediately in writing.
5. After completion of the development process, the customer receives the created website in a suitable form, which corresponds to the current state of technology, together with all access data. We are entitled to withhold the required access data until the service has been paid for in full. The customer has no right to the transfer of the underlying source code.
6. We are solely responsible the way the website is developed. The customer does not have the right to issue instructions regarding the work steps and services required for development. This also applies to any employees and other vicarious agents whom we use.
7. The customer undertakes to name one or more responsible persons who are responsible for the acceptance of the delivery, the performance, the customer-side coordination as well as for the fulfillment of the prerequisites for the provision of the service and who have the corresponding specialist knowledge.
8. We undertake to develop the website in compliance with applicable quality standards and in accordance with the latest technology. Compliance with the principles of proper professional practice and the creation of proper documentation are promised.
9. As part of the adaptation of the created website, the above specifications apply accordingly. The customer is responsible for the selection of the desired service, the intended purpose and content requirements for the subject of the service, unless we have explicitly taken on related consulting services in the offer.
10. If the customer does not meet the deadlines agreed with us and the period of six months until the website is accepted is exceeded, a hosting fee of 19 euros (net) per month will be due for each month commenced.

§ 6 Subject matter of the contract „media and ad placements" as well as SEM services

1. Contractual services in the area of online advertising are generally determined by service contract law. In the context of online advertising, we owe our efforts to achieve a success defined between us and the customer, but we do not guarantee that success will actually occur. This applies in particular to the achievement of goals that the customer has set himself, such as increasing sales, staying longer on the website, etc. As far as success elements such as setting up accounts and campaigns are owed, these are only used for preparation and do not change the legal assessment. If, in case of doubt, it is assumed that the law on contracts for work and services is applicable, the owed success relates only to the actions to be carried out, but not to the customer's associated expectations.
2. As part of all media and ad placements as well as search engine or social media marketing, the advertising strategy is discussed with the customer in a briefing. An advertising budget is set with the customer and a stipulation is made according to which the advertising budget can be called up by us (e.g. monthly in a certain amount at our discretion or only with the prior approval of the customer in individual cases). The customer is obliged to accept graphic and textual designs in a timely manner. If the acceptance does not take place promptly, we can suspend the provision of the service and / or terminate the contract, whereby the customer is nevertheless obliged to pay for the service.
3. For media budgets set monthly, no guarantee can be given that the budget is sufficient for a complete month of advertising or that it can be fully exhausted in one month. Other budgets will be shifted to the following month; in the event of termination, the budgets will either be used up or transferred after consultation with the customer.
4. The offer of ad impressions, page impressions, clicks, etc. for a certain period of time is based on past experience of our agency, its suppliers or the platforms used. If the amount booked is bindingly promised or guaranteed and is not exhausted within the agreed period, the period of placement will be extended until the agreed booking volume has been reached. Deviations of up to 15% are considered minor or not a defect or over-fulfillment.
5. The customer must notify possible complaints about the media service in writing within 48 hours of being placed.
6. We procure commissioned projects in the area of media planning to the best of our knowledge and belief on the basis of the documents available to us from the media and the generally accessible market research data. We do not owe the customer any particular advertising success through these services.
7. In coordination with the customer, we will create customer-specific campaigns. When creating the corresponding advertisement, we are based on the content on the target page specified by the customer. Alternatively, advertisements can be coordinated individually. The acceptance regulation of these terms and conditions applies accordingly.
8. We regularly check the success of the campaigns based on costs / benefits and optimize the campaigns at our own discretion based on know-how. This includes changing keywords and changing the ad texts even without the customer's consent. The customer himself can specify the keywords and advertisements he wants at any time.
9. When booking advertisements based on click prices, we have discretion as to the amount of the price per click or for impressions. We strive to optimize the campaigns in such a way that the highest possible ad quality factor results in a lower click price and a correspondingly high ad position in relation to the industry that is relevant for the customer.
10. The customer receives regular access to statistics from which the impressions, clicks, costs and placements emerge.
11. The customer is obliged to exempt us from all agreed expenses in connection with the media or ad placement and to reimburse us for our administrative

expenses. We regularly agree on a budget that can be invested in appropriate advertising as well as fees for setting up any advertising accounts, creating, maintaining, and optimizing campaigns. We are entitled to make the provision of services dependent on the provision of the budget or the payment of an advance.

12. If we agree on budgets set for certain periods with others, we do not guarantee that this budget will be sufficient for all services in the current period or that it will be completely used up in the current period. In these cases, we will use up any remaining budget or transfer the corresponding credit to the following period within the scope of permissible discretion.
13. Online advertising usually takes several weeks to be effective. Our services are therefore designed for a longer period of time. Most of the services over the entire term of the contract are due at the beginning of the contractual relationship. Insofar as the parties have agreed a monthly budget, this is not the respective working hours of a week or a month, but results in a total budget of services for the specified contract period. We are entitled to independently divide the existing budget according to our know-how. The customer is obliged to call up the total budget for services from us.
14. The parties agree that we cannot guarantee whether and how often a certain advertisement appears or is clicked on in which position within a certain period of time. There is agreement that the insertion of an advertisement is also an advertising service.
15. In order to avoid trademark infringements, if a brand name is used, it is necessary that the customer can prove that the trademark has been released by the trademark owner. Without such evidence, the use of brand names in advertisements is not possible. If brand names are booked at the customer's request, we are not liable for this booking and the customer will indemnify us from all damage.
16. We are not liable for the admissibility of an advertised landing page. If there are blocks due to the customer's target page, the customer is solely responsible for this. In this case, we have a special right of termination, whereby the customer remains obliged to pay the agency fee.
17. The customer is required to monitor the current campaign status in the respective portal and to report any changes to us immediately.
18. If the customer proposes content for advertisements that prove to be anti-competitive, the customer alone is liable for this and releases us from third-party claims upon first request.
19. Services in the context of media and ad placements are otherwise to be assessed according to service contract law.

§ 7 Subject of the contract „Monitoring"

1. As part of the monitoring, we are entitled in individual cases to reject specific search queries if these can lead to problems for technical or legal reasons. Results are partly dependent on external service providers. We cannot guarantee completeness in this regard (e.g. protected posts in social networks that are not indexed). We cannot influence the content and statements in the hits. The monitoring is also to be assessed according to service contract law.

§ 8 Subject of the contract „SEO"

1. As part of search engine optimization (SEO), we strive to achieve the best possible placement in search engines or within defined closed (social media) communities. In contrast to the services in the field of media and ad placements, there is usually no paid booking of advertising space, but strategic positioning of content and links or strategic content selection and design. In the context of SEO, there can therefore be no guarantee of success, but only an effort according to known market principles. Naturally, the requirements for good search engine visibility can change quickly and without notice. Furthermore, not all factors of an optimization can be mapped solely on the software side; rather, content-side support is required. A liability for a good ranking in a search engine can therefore not be assumed.
2. In search engine optimization, we coordinate with the customer about factors to be optimized and the costs incurred. The customer selects the desired optimization from our suggestions.
3. As part of SEO measures, changes to the customer's website or the storage of data on a server may be necessary. The customer is obliged to accept or make the proposed changes in a timely manner. If the action does not take place promptly, we can suspend the provision of the service and / or terminate the contract, whereby the customer is nevertheless obliged to pay for the service.
4. In the case of SEO measures, there is no performance-related remuneration obligation, but rather a performance-related one. We are therefore obliged to provide the services discussed. With the performance of the service, the obligation to pay arises, unless a performance-related payment has been explicitly agreed.

§ 9 Subject matter of the contract „Creation of other content"

1. When creating other content, such as graphic works, texts, virtual models, virtual films or the like, the parties agree on the content of the services, considering the customer's obligation to cooperate.
2. Within the scope of the customer's specifications, we also have freedom of design. For the fulfillment of the obligations incumbent on us, work contractual provisions apply. In order to fulfill this, it is necessary to create a work that is objective in terms of content and the current state of the art, which can be used for the purpose intended by the customer.
3. The customer only receives the end product and, in this regard, only the finished file in a common format.

§ 10 Subject matter of the contract for „consulting services"

1. Consulting services are to be assessed according to service contract law. In the context of consulting services, therefore, no guaranteed success has been agreed. Rather, the consulting service is based on the state of the art and marketing experience on the market as well as on the know-how of our agency.
2. The consulting services can only show possible paths, their opportunities and risks and specific characteristics of any business dealings. A decision for the implementation of the consulting services in concrete marketing or media projects is incumbent on the customer.

§ 11 Subject matter of the contract for technical support / maintenance, hosting

1. In the case of hosting and other support contracts, the term of the contract results from the offer / contract. Unless otherwise regulated, the contract can be terminated in writing with a notice period of 3 months. In the event of termination, the customer will receive the latest version of the hosted content on a data carrier. We are not responsible for reinstalling any content (e.g. website) on a new server.
2. Updates and upgrades are not a compulsory part of the contract unless this has been expressly agreed. The customer can order such services within the agreed quota.
3. In the context of technical support and maintenance, we are regularly not proactive, i.e. an obligation to take action does not arise until the customer requests it. Problems are resolved during normal business hours, Monday to Friday between 9 a.m. and 5 p.m. outside of these times only by agreement and based on separate remuneration. Problems are resolved according to urgency, with problems that exclude the use of the content to be maintained being resolved with the greatest urgency. In the case of other problems, there is discretion in the duration and time of the elimination.
4. Troubleshooting can only begin when the customer has presented the error to us and the error can be reproduced for us.
5. We assume no guarantee or liability for problems that did not arise from us or our services. If these problems cannot be corrected, we will, if necessary. Offer to reprogram the damaged part.
6. Maintenance does not extend the warranty and liability periods for the main contractual services.
7. Service contract law also applies to technical support services.

§ 12 Obligations to Cooperate

1. If a contracting party recognizes that information and requirements, regardless of whether they are its own or those of the other contracting party, are incorrect, incomplete, ambiguous, or not feasible, it must notify the other party immediately of this and of the discernible consequences.
2. The customer supports us in the fulfillment of the contractually owed services, in particular by providing materials, information, competent employees and means of communication in good time as well as by making interfaces accessible and issuing permits, releases and acceptances. Unless otherwise agreed, the customer must, for example, submit all texts, images, graphics, logos, tables, HTML code, cascading style sheets, etc. to be integrated in digital form - even without a special request, but in any case after request within a reasonable period. If the requested content is not delivered on time or is incomplete, any agreed completion deadlines will be extended accordingly. The customer bears the additional costs resulting from not granted or refused approval.
3. If it is necessary to convert the material provided by the customer into another format, the customer shall bear the costs incurred. The customer grants us the necessary rights to use these materials.
4. In addition, the customer guarantees us unrestricted actual and / or remote access to the customer's premises or systems and the areas necessary for us over the entire contract period at any time to the extent necessary and at his own expense. and night time. Details on this can be found in the offer or the service description agreed by the parties.
5. The customer undertakes to notify us of any changes to his data and any

access data immediately and to transmit them to us. Delays in the provision of services, which result from the late notification, do not fall within our area of responsibility.
6. We do not have to check any information provided by the customer regarding the systems used, hardware extensions and other functional aspects to ensure that they are correct. This information is the responsibility of the customer.
7. If the customer does not meet his duty to cooperate within a period of 30 days, we can demand appropriate compensation in accordance with § 642 of the German Civil Code (BGB) and assert the other rights of § 643 of the German Civil Code (BGB). The amount of compensation is based on the duration of the delay and the amount of the compensation.
8. The customer shall cooperate at his own expense.

§ 13 Changes to Services

1. If the customer wishes to change the scope of the services to be provided as part of a cost estimate, he must express this request in writing. We will inform you of the effects the desired change will have, particularly regarding remuneration, additional work and deadlines.
2. If an agreement cannot be reached or if the change procedure ends for another reason, the original scope of services will remain.
3. The dates affected by the change process will be postponed if necessary, taking into account the duration of the examination, the duration of the vote on the change proposal and, if applicable, the duration of the change requests to be carried out plus a reasonable start-up period. Changes to dates will be communicated to the customer.
4. The customer must bear the expenses arising from the change request. This includes in particular the examination of the change request, the creation of a change proposal and any downtimes. Before initiating a chargeable review, we will inform the customer of the obligation and the amount of the costs.

§ 14 Interim and final acceptance

1. The provision of drafts as well as the notification of the completion of parts of our service represent the request for acceptance or notification of correction requests.
2. The customer is obliged to accept services that were essentially provided in accordance with the contract (acceptance). It is the same as acceptance if the customer does not make a declaration for acceptance within a reasonable period set by us or if the customer pays the contractually agreed fee, unless it was already paid before the request for acceptance.
3. If we provide work (e.g. development work) or if we require approval or other cooperation, the customer must immediately after the corresponding request to provide his corresponding cooperation or to check the acceptance of the service. Should, in the customer's opinion, obvious defects in the service come to light in the event of acceptance or a request for cooperation, these defects must be reported to us in writing within 10 working days. If the notification is not given or is not given in time, the services are deemed to have been accepted and, in the case of cooperative actions that do not consist in the provision of information but in the approval of actions, the cooperation is fictitious, i.e. we are authorized to carry out or continue the contractual actions. If the customer complains about defects in the service, the corresponding provisions in these terms and conditions apply.
4. The customer may not refuse to accept services due to minor defects.
5. The acceptance may not be refused for creative or artistic reasons. There is freedom of design within the scope of the order.
6. We are entitled to request one or more interim acceptance of definable parts of the service to be provided from the customer within a project (interim acceptance).
7. Requests and declarations of acceptance can be made in text form.
8. If the customer does not consider the services provided to be essentially in accordance with the contract, he must report complaints in a comprehensible manner and in writing without undue delay.
9. If the customer complains about performance in due time, we will undertake a one-off improvement. The rework is based on the customer's specifications if the customer's complaint is so specific that we can improve the service without further inquiries from the customer. If the complaint is not made in such concrete terms, we only have to carry out a subsequent improvement that is customary in the industry at our own discretion. If the customer then requests further improvements, these will only be carried out at the customer's expense and after prior agreement.
10. If an agreement on a draft and thus the further execution of the contract fails, the customer remains obliged to remunerate the activities that have accrued up to this point in time.

§ 15 Ownership and Copyright

1. Contents and services created by us, including but not limited to drafts, sketches, templates and other works, are protected by copyright or other performance protection law. As a rule, suggestions and instructions from the respective contractual partner or his vicarious agents do not give rise to joint copyrights.
2. All created services, as well as all rights to created or licensed services, remain our property until full payment of the entire due remuneration specified in the order. Contents delivered to the customer before full payment is received by the customer only for viewing; he is only authorized to continue using such content after payment of the agreed fee.
3. The operational items used to manufacture the contractual products, such as data sets, data carriers, films, clichés, lithographs, printing plates, standing sets, remain our property, even if they are charged separately, and will not be delivered.
4. Insofar as rights of use must be granted to the customer in order to fulfill the contract, this will only be granted to the extent necessary for the execution of the contract for an appropriate fee. In the context of a PITCH situation (presentation / preparation of drafts before the final order placement), the content created by us must not be used if no final order placement takes place.
5. Unless otherwise agreed, the customer is only granted a simple, non-transferable right to use the work that has been created. This right of use is limited in terms of space, time and content to the purposes of the specific project. For uses that go beyond the agreed purpose, a special agreement is required on the scope, temporal and spatial extension and remuneration. In particular, the customer does not receive any reproduction rights to the contractual services without a separate agreement.
6. Typical design styles (e.g. lines, colors, layouts) as well as individual graphic elements such as buttons or other buttons and codes are inevitably used repeatedly by us for individual order processing. The customer expressly does not receive an exclusive right to this - even after the right of use described above has been granted.
7. Insofar as we use the content of license-free graphic collections or other collections as well as open-source elements to provide the services in individual cases, it cannot be ruled out that individual content may also be used by third parties and the customer's rights may be restricted in this respect. This circumstance does not justify any claims against us. In addition, we expressly reserve the right to multiple use of content - provided this is permitted by applicable law.
8. The customer is only granted a right of use for end products. Usual design elements and objects as well as individual components of the contractual service may also be used and further licensed by us without restriction for other projects. The customer does not receive any right of use for services not accepted by the customer or for proposals, drafts, sketches and modifications of the end product.
9. It is not possible to register the logo as a trademark, unless otherwise regulated. A trademark application and the acquisition of the necessary rights require an agreement and our consent. The registration of further property rights or for other content (designs, trademarks, etc.) is only possible after prior approval and consultation with us.
10. In the case of programming work, subject to a separate agreement, the customer is only granted a simple, non-transferable right of use to the results of the programming work, in particular without any claim to the transfer of the source code.
11. If products from third-party providers are used for programming work (e.g. CMS), the license is determined according to the specifications of the third-party provider.
12. The provision of raw files of a created service (eg InDesign document or similar) is contractually owed by us neither in the physical sense nor in the sense of granting rights of use.
13. If the customer wishes to acquire exclusive or further rights of use, we will submit an offer on request.
14. The assignment, licensing or other transfer of usage rights from the customer to third parties requires our consent, unless it takes place in the context of the sale of a company or in another case of Section 34 (3) UrhG.
15. If a third party makes justified claims against the customer due to the infringement of property rights by services provided by us and used in accordance with the contract, the following applies: We will either obtain a right of use for the services in question at our own discretion, change them in such a way, that the property right is not violated or exchanged. If this is not possible for us under reasonable conditions, we have to take back the services against reimbursement of the remuneration paid. We can demand reasonable compensation from the customer for the use made.
16. Our above-mentioned obligations only exist if the customer informs us immediately in writing of the claims asserted by the third party, does not

recognize a violation and we reserve the right to take all defense measures and settlement negotiations. If the customer ceases to use the services for reasons of damage reduction or other important reasons, he is obliged to point out to the third party that the cessation of use does not entail an acknowledgment of an infringement of property rights.

17. Claims by the customer are excluded insofar as he is responsible for an infringement of property rights. Claims by the customer are also excluded insofar as the infringement of property rights is caused by the violation of special requirements by us, by an application that was not foreseeable by us or by the fact that the service is changed by the customer or used together with products or components not supplied by us.
18. Further claims of the customer due to a violation of third party property rights are excluded.

§ 16 Placement of orders to third parties

1. We are authorized to have the contractual performance or parts thereof provided by subcontractors and / or third parties. We will oblige third parties and subcontractors to comply with the contractual provisions.
2. We are entitled to place orders for the production of advertising material and advertising material, which we have helped to create, in the name and with the consent of the client. If we act as an intermediary, orders will only be placed after approval by the customer. If we take advantage of volume discounts, the client will receive a subsequent charge in the event of non-fulfillment of the discount or scale requirements, which is due immediately.

§ 17 Performance and delivery deadlines

1. Appointments are non-binding as long as they are not agreed in the offer or confirmed in writing.
2. An agreed delivery time is interrupted for the duration of the examination of drafts or content submitted for interim acceptance by customers or for the duration of an inquiry, the response of which by the customer is necessary for the continuation of the project. The interruption is calculated from the day the customer is informed until the day his response is received. Dates for the provision of services may only be promised by us through contact persons or the management.
3. Deadlines, the non-compliance of which a contracting party falls into arrears without a reminder according to § 286 paragraph 2 of the German Civil Code (binding deadlines) must always be set in writing and designated as binding.
4. Execution and delivery deadlines for orders that include external work, such as the production of advertising media or film, photo, and repro work, are subject to our own delivery by the carefully selected supplier. If the self-supply does not take place correctly and on time, the agreed deadlines only begin to run after proper self-supply. Alternatively, we are entitled to withdraw from the contract if, despite all reasonable efforts, it is not possible to procure the external service within the agreed period.
5. We are entitled to make partial deliveries and to make early deliveries.
6. We do not have any delays in performance due to force majeure (e.g. strikes, lockouts, official orders, general disruptions in telecommunications, etc.) and circumstances in the customer's area of responsibility (e.g. failure to provide cooperation services on time, delays by third parties attributable to the client, etc.) to represent and entitle us to postpone the provision of the services concerned by the duration of the disability plus a reasonable start-up time. We will notify the customer of delays in performance due to force majeure as far as possible.

§ 18 Confidentiality, Secrecy, Data Protection

1. If necessary, the parties will regulate the confidentiality of confidential information in a separate agreement.
2. Even without an agreement according to Paragraph 1, the following applies: To process the contract between us and the customer, it is sometimes necessary to provide confidential information. Confidential information includes, in particular, business secrets, manufacturing processes, products, business relationships, technical know-how, inventions, strategies, plans, personnel matters, any type of digitally embodied information, as well as all documents and information that are the subject of technical and organizational secrecy measures and are marked as confidential or are to be regarded as confidential due to the type of information or the circumstances of the transmission.
3. The parties will treat confidential information and related documents that become known to them in connection with the projects carried out based on these terms and conditions with strict confidentialityvis-à-vis third parties (no third parties are permitted subcontractors, freelancers, etc.). This obligation continues even after the end of the respective project. The contractual partners will impose a corresponding obligation on their employees affected by the respective project.
4. The aforementioned obligations do not apply to confidential information insofar as this is evidence to be provided by the recipient
   a) were already legally known to the recipient in advance without any obligation of confidentiality,
   b) were or become generally known without the recipient being responsible for this,
   c) have been legally communicated or made available to the recipient by a third party without any obligation of confidentiality,
   d) have been developed independently by the recipient and without recourse to confidential information,
   e) are to be disclosed based on a binding official or judicial order or mandatory legal provisions, provided that the other party has been informed in writing of the disclosure in good time or
   f) have been released in writing by the providing party for publication
5. If a contracting party requests this, the documents handed over by it, such as strategy papers, briefing documents, etc., must be returned to it after the contractual relationship has ended, unless the other contracting party can assert a legitimate interest in these documents.
6. We assure that the personal data of the customer will only be collected, stored, and processed insofar as this is necessary for the provision of the contractual service and permitted by legal regulations or ordered by the legislator.
7. For cases in which declarations of consent under data protection law are (must) obtained from us as part of the services, we point out that this consent can be revoked at any time with effect for the future.
8. The data protection declaration provided, available at www.knorke.de/datenschutzerklaerung, regulates the details.
9. We are entitled to refer to ourselves and / or the originator on information media and in all measures, without the customer being entitled to a claim for payment. If third parties have been commissioned by us to provide the service, we are obliged to comply with the right to be named as the author, unless the waiver of the author's name is explicitly agreed (verbally or in writing). We will only mention the copyright holder to the extent necessary, but not to the extent that it is emphasized.
10. We are entitled to cite reference projects of the orders created for the customer on our website or on print material, unless otherwise expressly agreed with the customer.

§ 19 Prices and Payments

1. The remuneration is due for each quarter of an hour provided by us, unless otherwise agreed in the contract or through a respective offer. Remuneration is in euros (€) plus statutory sales tax.
2. If individual service sections are provided, we are entitled to part of the total remuneration for each individual service section provided.
3. Unless otherwise agreed, the remuneration consists of a draft fee and - if the use of the services is contractually stipulated - a usage fee. The fee components can be listed separately or together in the invoice.
   Usages that go beyond the contractually intended use of the services must be paid for in addition.
4. We are entitled to change or add to price lists or hourly rates for the future at our reasonable discretion (§ 315 BGB).
5. We are entitled to exceed cost estimates by up to 20% without the need for a separate remuneration agreement. If a cost estimate or budget plan is exceeded by more than 20%, this will be announced as early as possible, and the next steps will be discussed with the customer.
6. On presentation of written evidence, the customer bears all expenses such as travel and accommodation costs, expenses, and contractual claims from third parties. Travel costs are only to be reimbursed by the customer if the journey to our seat is more than 50 km. The pure travel time is not reimbursed. For the contractual processing of orders with third parties, the costs of which are passed on directly to the customer, we are entitled to charge a handling fee of 15%.
7. If the parties have not made an agreement on the remuneration of a service from us, the provision of which the customer could, under the circumstances, only expect against remuneration, the customer must pay the usual remuneration for this service. In case of doubt, the remuneration rates we demand for our services in other projects apply as usual. If there are no remuneration rates, the calculation is based on the usual hourly rate. If such an hourly rate cannot be determined either, the remuneration is based on recommendations customary in the industry.
8. Prices are net plus VAT. and apply ex works. They do not include packaging, freight, postage, and other shipping costs.
9. The customer is responsible for the GEMA fee, artist social security charges and customs costs.
10. The costs for changes made by the customer to already approved orders, in particular print orders, including the costs for machine downtime, are to be

paid by the customer. This also applies to repetitions of sample productions if these are made by the customer due to minor deviations from the template.

11. For sketches, drafts, test sets, test prints, samples, proofs, etc. that are requested by the customer beyond the original order, a separate fee is to be paid.
12. If the customer is in default, we are entitled
    a) to demand annual interest in the amount of 5 percentage points above the base rate, from entrepreneurs in the amount of 9 percentage points above the base rate,
    b) to assert all claims from this or other transactions, even if individual installments are not yet due, against the customer immediately,
    c) to withhold deliveries or other services from this or other transactions until the customer has fully satisfied all claims due to us from this or other orders,
    d) to demand adequate security.
    The assertion of further damage caused by default is not excluded.
13. Offsetting against our claims is excluded, unless the counterclaim has been legally established, is undisputed or has been recognized by us. In addition, entrepreneurs are only entitled to the objection that the contract has not or inadequately been fulfilled if we have already received a fee corresponding to the value of the service or if we ourselves exercise the corresponding right of retention in relation to a subcontractor.

§ 20 Impairment of Performance

1. If the customer withdraws from the contract for reasons for which we are not responsible, damages in our favor in the amount of the demonstrably incurred expenses (hours), but at least in the amount of 30% of the net order value, shall apply as agreed unless that the lump sum exceeds the expected damage in the normal course of things or the usually occurring depreciation or the customer can prove that no damage or depreciation occurred at all or was significantly lower than the lump sum. Also, to be deducted are the costs that we have saved for the services to be provided up to the complete completion of the order as well as that which was acquired through other use of the labor or maliciously omitted to acquire. Services already provided are to be remunerated appropriately. The customer remains obliged to pay for the services that were properly performed up to his withdrawal. After payment, the customer receives a right to use the (partial) services accepted by him as part of the provision of services.
2. A deadline for performance or supplementary performance can only be used to withdraw from the contract or to claim damages instead of performance after this deadline has expired if the corresponding legal consequence was communicated when the deadline was set.

§ 21 Liability for material defects and defects of title

1. The subject of the contract is exclusively the service with the quality and purpose according to any order confirmation. In the case of dynamic service provision, a quality is not deemed to be agreed if it relates to an end product. After acceptance, the nature of the preliminary and intermediate products to which the declaration relates is agreed. The same applies to other release declarations by the customer.
2. When using products from third-party providers (eg CMS), we are only obliged to provide the services made for the customer for proper integration. Warranty claims regarding the third-party product exist solely against the respective provider.
3. Claims for defects become statute-barred after twelve months, unless the defect was fraudulently concealed. The statute of limitations begins with the transfer of the service provided to the customer. We are not responsible for defects caused by technical changes by third-party providers (e.g. Wordpress update, browser update).
4. In the event of a defect, the customer has the option of supplementary performance. The supplementary performance must be carried out within a reasonable period regardless of the number of attempts.
5. The warranty for defects assumes that the customer can reproduce the defect and explain the extent to which the defect deviates from the agreed quality.
6. We can refuse supplementary performance if the customer has not yet paid the remuneration owed for the construction services in full and the outstanding remuneration is not disproportionately high, taking into account the defect.
7. The customer's warranty rights do not exist in the case of defects that are directly or indirectly attributable to the customer's deliveries and services or content supplied by the customer, or if the customer has made changes to the service we provided, unless these changes were made without any influence on the origin of the defect.
8. Claims for defects regarding the artistic design are excluded.

§ 22 Liability

1. Deliveries to entrepreneurs are made »ex works«. Transport insurance is only taken out at the request and expense of the customer.
2. We are liable for intent and gross negligence in accordance with the statutory provisions. We are only liable for slight negligence in the event of a breach of an essential contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the customer can regularly rely, as well as in the event of damage to life, limb or health. In the case of slight negligence, liability is limited to the amount of the foreseeable damage, the occurrence of which must typically be expected. Liability under the Product Liability Act remains unaffected by the limitation of liability.
3. We are not liable for the loss of data insofar as the damage is due to the fact that the customer has failed to back up data and thereby ensure that lost data can be restored with reasonable effort.
4. The above regulations also apply in favor of our vicarious agents. For third parties who, at the instigation or with the tolerance of the customer, act for him with cooperation obligations with contact to our area of responsibility, the customer is responsible for his own actions.
5. We do not accept any liability for data carriers or other material provided that were not requested one month after the order was completed.
6. The customer is responsible for the information provided on the subject of the service, the content made available or other instructions provided by him in the course of processing the contract and providing the service. The customer is liable for the materials made available by him as well as for the work accepted by him if these violate the rights of third parties; the customer releases us from liability in this regard.
7. We are not liable for the legal admissibility of the content or the design of the content planned and / or implemented by us within the framework of this contract. If the customer wishes a competition or trademark check by a particularly competent person or institution, he will bear the costs after consultation. Regardless of this, it is solely up to the customer to take responsibility for the legal admissibility. In this respect, the latter releases us from all possible claims.
5. We do not accept any liability for data carriers or other material provided that were not requested one month after the order was completed.
6. The customer is responsible for the information provided on the subject of the service, the content made available or other instructions provided by him in the course of processing the contract and providing the service. The customer is liable for the materials made available by him as well as for the work accepted by him, if these violate the rights of third parties; the customer releases us from liability in this regard.
7. We are not liable for the legal admissibility of the content or the design of the content planned and / or implemented by us within the framework of this contract. If the customer wishes a competition or trademark check by a particularly competent person or institution, he will bear the costs after consultation. Regardless of this, it is solely up to the customer to take responsibility for the legal admissibility. In this respect, the latter releases us from all possible claims.
8. In the event of force majeure events for which neither party is responsible, neither party is liable to the other for any resulting delay or non-performance of the service.
9. If we act in the name of and for the account of the customer vis-à-vis third parties, liability at our expense does not take place. If necessary, we will assign your rights against third parties to the customer.
10. Without a separate agreement, we are not liable for any third-party products used (eg CMS).
11. In the event of infringements of industrial property rights that are based on our fault, we may, at our discretion and at our own expense, make changes to the affected service after prior consultation with the customer or acquire the necessary usage rights for the customer. The customer is obliged to inform us immediately about third parties who assert claims against the customer because of our performance and in this case not to communicate with the third party without consulting us.

§ 23 Continuing Obligations / Projects

1. Unless the parties have agreed otherwise within the individual contract, contracts that have the regular delivery of goods or the provision of services or work can be terminated with a notice period of three months to the ordinary end of the contract.
2. We can issue monthly interim invoices for project-related orders.

§ 24 Termination

1. Each contractual partner has the right to terminate the contract for good cause. Before such termination, however, the contracting parties will give

each other a reasonable opportunity to remove the reason for termination, insofar as they can be expected to do so.

2. If work contract law is applicable to the contract between us and the customer, the customer can properly terminate the contract at any time up to the completion of the work. In this case, we are entitled to demand the agreed remuneration, considering the saved expenses and other use of our labor.
3. In the event of extraordinary termination, services rendered up to this point in time are to be remunerated.
4. There is good cause for us to terminate without notice if:
   a) the customer violates his obligations under these terms and conditions or the specific contract and does not take remedial action within fourteen days of our request;
   b) the customer is more than 2 months in arrears with one or more payments;
   c) the customer ceases business;
   d) the customer becomes insolvent and / or applies for the initiation of insolvency proceedings against his assets or the application is not withdrawn within 2 weeks of submission.
5. If the contract is not terminated within an agreed (minimum) contract period, the contract is extended by the duration of the previous agreement until it is terminated in compliance with the notice period.
6. Cancellations must be made in writing, with the electronic form being in writing.

§ 25 Non-solicitation and employment prohibition

1. The contractual partner undertakes not to poach any of our employees or to employ them without our prior consent for the duration of the cooperation between the parties and for a period of one year thereafter. For each case of culpable infringement, the contractual partner undertakes to pay us a contractual penalty in the amount of the gross annual salary of the employee.
2. The contractual partner is also liable for group companies.

§ 26 Final provisions

1. The place of performance for all legal disputes with merchants, legal entities under public law and special funds under public law arising from this legal relationship is the registered office of our company. However, we are entitled to sue the contractual partner at his general place of jurisdiction.
2. The contractual relationship, including the terms and conditions, is assessed exclusively according to German law - except for the Uniform UN Convention on Contracts for the International Sale of Goods, CISG - even if the customer is based abroad or if it is an export transaction.
3. Changes and additions to these terms and conditions must be made in writing. This also applies to a waiver of this written form clause.
4. Should individually provisions of these general terms and conditions be or become ineffective in whole or in part, this shall not affect the validity of the remaining provisions. The ineffective clause is replaced by the statutory regulation. The same applies to any loopholes in the agreements.

Berlin, September 20th, 2021