

# General Terms and Conditions of Use

## 1. Scope of these General Terms and Conditions of Use

These General Terms and Conditions of Use are valid for the online offer of Meplato GmbH [address, HRB number] (hereinafter referred to as “Meplato”), which enables companies, within the meaning of §14 BGB (German Civil Code) (i.e. natural or legal persons or partnerships with legal capacity, which act in the exercise of their commercial or independent professional activity) (hereinafter referred to as “User”) and within the framework of a user agreement, to use the B2B trading system available on the internet under [www.meplato.com](http://www.meplato.com) (hereinafter referred to as “Platform”).

## 2. General Provisions

- (1) These General Terms and Conditions of Use contain the provisions between Meplato and the User regarding the services offered by Meplato within the scope of the user agreement. Any provisions deviating from these General Terms and Conditions of Use are only valid if they are confirmed in writing by Meplato. By completing the online registration process, the User acknowledges these General Terms and Conditions of Use as authoritative and controlling. Conflicting terms and conditions of the User are excluded.
- (2) Changes of these General Terms and Conditions of Use will be communicated to the User by Meplato in writing, by e-mail or by fax, at the choice of Meplato. If the User does not object to such changes within six weeks after receipt of the notification, the changes shall be deemed agreed upon. The User will be informed separately of the right of objection and the legal consequences of silence in the event of a change in the General Terms and Conditions of Use.
- (3) The current version of these General Terms and Conditions of Use is available at [www.meplato.com/general\\_terms.pdf](http://www.meplato.com/general_terms.pdf) at any time.

## 3. Conclusion of Contract

- (1) Prerequisite for the use of the online offer of Meplato is the completion of the online registration process and the creation of a user account (“Profile”), whereby a free-of-charge user agreement is automatically concluded between Meplato and the User for an indefinite period of time. A corresponding confirmation will be sent to the User by e-mail or by fax - at the choice of Meplato.
- (2) When creating a Profile the User shall indicate if the User wants to use the online offer of Meplato as a supplier and/or buyer and shall name a current e-mail address. This e-mail address is also used for communication with Meplato.
- (3) The User assures that the information that the User provides to Meplato and other users (“Profile Data”), especially when creating the User’s Profile, is correct and complete. The use of pseudonyms is not permitted. Furthermore, the User shall immediately inform Meplato about all future changes concerning the User’s Profile Data.
- (4) The processing of any contractual relationships between users that may have come about via the Platform is the sole responsibility of the respective users involved. Meplato is not obliged to take care of the fulfilment of the contracts between the users.

## 4. Use of the Profile

- (1) The use of the online offer may only be for commercial purposes, unless otherwise agreed upon in writing between Meplato and the User in individual cases, and is free of charge for the User unless otherwise agreed upon in writing in individual cases.
- (2) When using the online offer under the respective Profile as a supplier or buyer, the User has the option:
  - to publish content (e.g. catalogue articles consisting of text, images etc.) within the platform; and/or
  - to send business documents as electronic messages to other users.
- (3) Meplato has the right to block access to individual contents posted by the User within the Platform, e.g. if there is sufficient suspicion that they violate applicable law or the rights of third parties.
- (4) Meplato strives for a trouble-free operation of the Platform. This is naturally limited to functionalities that Meplato has influence over. Meplato may restrict or block access to the Platform due to maintenance work, including the change and extension of content and structure of the Platform as well as the related user interfaces, capacity issues and other events beyond Meplato's control, in whole or in part, temporarily or permanently. The User has no claim to the maintenance of individual functionalities of the Platform.

## 5. Obligation of the User to Cooperate

- (1) The User shall observe applicable law (e.g. criminal, competition and youth protection law) when posting and using the User's own content within the platform and shall not infringe the rights of third parties (e.g. name, trademark, copyright and data protection rights). Content protected by copyright must be marked as such sufficiently clearly (e.g. by quotations). In particular, no content may be posted or otherwise used within the platform which, either due to its content or form, violates legal regulations, official orders or morality. Meplato may remove any content that violates the aforementioned regulations from the Platform immediately.
- (2) If the User uses the recommendation function provided by Meplato to inform third parties about the existence of the Platform, the User shall ensure that the third party agrees to the sending of the advertising recommendation email.
- (3) In the event that the content posted by the User within the Platform contains external links and/or hyperlinks to third-party websites, the User warrants that the User is authorized to use these links or hyperlinks and that the website to which reference is made ("Landing Page") is compatible with applicable law and the rights of third parties and does not violate statutory provisions, official orders or common decency either due to its content or form.
- (4) The User shall handle the log-in data with care, to keep it secret and to protect it from unauthorized access by third parties. Without exception, the User is prohibited from disclosing the log-in data to third parties and/or allowing third parties to access the Profile by circumventing the log-in data. Meplato reserves the right to block the access of the User as soon as Meplato becomes aware of any unauthorized use.
- (5) The User shall refrain from any activity that could impair and/or excessively burden the operation or functionality of the Platform or the technical infrastructure behind it. These include in particular:
  - the use of software, scripts or databases in connection with the use of the Platform; and/or
  - the automatic reading, blocking, overwriting, modifying, copying of data and/or other content, unless this is necessary for the proper use of the Platform.
- (6) If there are disturbances or other operational disturbances while using the Platform or the Platform's functionalities, the User shall inform Meplato immediately.

- (7) The User shall also inform Meplato immediately if the User gets information about contents published by other users or third parties within the Platform that obviously violate applicable law or rights of third parties. The same applies to external links and hyperlinks.

## 6. Rights of Use

- (1) The User grants Meplato a spatially and temporally unlimited, irrevocable, transferable, non-exclusive, and free-of-charge right to use and exploit the contents posted by the User within the Platform by Meplato or by third parties for purposes of the contractual relationship between the User and Meplato, including the right of reproduction and distribution as well as the right to make them publicly accessible. Meplato may, as far as necessary for the mentioned purposes, edit and change the contents in their presentation but not in their content. In this respect, the User waives the right to be named as author to the extent that this is possible. This provision does not affect the User's ability to grant other users and/or third parties rights to posted content in accordance with specific licensing models.
- (2) All rights to the contents of the Platform are reserved by Meplato. The User shall not allowed copy, distribute and/or publish contents that Meplato, other users or third parties have posted within the Platform.

## 7. Liability of Meplato

- (1) Meplato is liable, without limitation, for intent and gross negligence as well as according to product liability law. Furthermore, liability for damages is excluded to the extent permitted by law.
- (2) In all other respects, the following limited liability applies: In case of slight negligence Meplato is only liable in case of violation of material contractual obligations, the fulfillment of which is necessary for the proper execution of the user agreement and on the compliance of which the User can regularly rely ("Cardinal Obligations"). In case of violation of material contractual obligations Meplato is only liable for damages that are typical for such a contract and that are foreseeable at the time of conclusion of the contract, unless the User's claims for damages are based on injury of life, body or health. The liability does not extend to disruptions or other impairments of the contractual use of the online offer that are caused by improper or incorrect use by the User.
- (3) The above mentioned limitations of liability are also valid in favor of the legal representatives and vicarious agents of Meplato if claims are made directly against them.
- (4) Meplato does not assume any liability for contracts concluded between users via the Platform, does not guarantee their fulfillment and does not assume liability for material or legal defects of the traded goods and/or services. Meplato does not guarantee the true identity and the power of disposal of the users. In case of doubt, the users shall ensure that said users are informed, in a suitable manner, about the true identity and the power of disposal of the other users.
- (5) If the Platform offers the possibility of forwarding to databases, websites, services etc. of third parties (e.g. by setting links or hyperlinks), Meplato is neither liable for the accessibility, existence or security of these databases or services nor for the content of these. In particular (but without limitation), Meplato is not liable for their legality, accuracy, completeness or topicality.
- (6) In all cases, the User shall take appropriate measures to avert and minimize damage.

## 8. Right to Exemption

The User exempts Meplato and Meplato's employees and/or agents from all claims that third parties assert against Meplato due to any alleged or actual violation of their rights or due to any violations of law based on the contents posted by and/or actions of the User within or on the Platform, if the User is responsible for them. Furthermore, the User shall reimburse all costs of the legal defense of Meplato in this regard, including all court and lawyer's fees.

## 9. Data Protection

- (1) The User is responsible for ensuring that the personal data provided by the User in connection with the use of the Platform is subject to the effective consent of the respective data subject.
- (2) The use of the Platform makes the collection, processing and use of certain personal data by Meplato unavoidable and the data protection policy of Meplato (see Attachment) is applicable.

## 10. Term/Termination

- (1) The user agreement on which these terms and conditions of use are based shall commence, as per Section 3, upon completion of the online registration process, including the creation of the Profile by the User, and shall run for an indefinite period of time.
- (2) The user agreement can be terminated by either party at any time without observing a period of notice and without providing justification for doing so.
- (3) Any termination must be made in written form. Notices of termination by e-mail or fax comply with the aforementioned written form requirement.

## 11. Final Provisions

- (1) The user agreement between Meplato and the User, including these General Terms and Conditions of Use, is exclusively subject to the laws of the Federal Republic of Germany.
- (2) The exclusive place of jurisdiction for all possible disputes arising out of and in connection with the user agreement, including these General Terms and Conditions of Use, is the place of business of Meplato. Mandatory statutory provisions concerning places of jurisdiction shall remain unaffected by this provision.
- (3) Should individual provisions of these General Terms and Conditions of Use be or become ineffective and/or contradict any legal regulations, the effectiveness of these General Terms and Conditions of Use as a whole shall not be affected. The invalid provision is to be replaced by the parties by mutual agreement with a provision that comes closest to the economic purpose of the invalid provision in a legally effective manner. The above provision also applies accordingly in the event of any contractual loopholes.

Berlin, February 2020

# Data Protection Policy / Information on Data Protection

In connection with the use of the services offered by Meplato, personal data of the users and other persons involved in the provision or use of the services is processed. These persons are “data subjects” under the GDPR.

The following groups of persons are particularly likely to be affected:

- Employees and other employees of the users (e.g. in purchasing, sales, IT, etc.)
- Employees and other staff of Meplato and affiliated companies,
- Employees and other staff of subcontractors and service providers of Meplato.

Meplato processes the personal data of data subjects:

- for Meplato’s own purposes, to operate, advertise or distribute the Platform and services.
- on behalf of the users who use the services.

## 1. Name and Contact Details of Controller

Meplato GmbH  
Voßstraße 33 49  
10117 Berlin  
Telephone: +49 30-57700 0910  
E-mail: helpdesk@meplato.com

Data protection officer: Mr. Thomas Weber, helpdesk@meplato.com

In the case of data processing on behalf of a user, the controller can be found, when in doubt, in the corresponding agreement on contract data processing with the user.

## 2. Purposes of the Processing & Legal Basis

When processing data for Meplato's own purposes

Meplato processes personal data in connection with the use of the platform for the purpose of contract execution. The legal basis for this is Art. 6 Para. 1 lit. b) of the GDPR in conjunction with the applicable General Terms and Conditions of Use. When creating the user account, the user will be asked to provide the following data which will be stored by Meplato and used as follows:

- Contact details of the contact person for the user
- Contract data, i.e. inventory data that is necessary for the establishment, arrangement or modification of the contract concerning the use of the platform and services of Meplato and
- Data that data subjects provide about their own company in order to present their company or their products/services.

When using the platform and services of Meplato, Meplato stores and uses the following data of the data subjects:

- Business contact details,
- Access data,

- Transaction data, i.e. data that is automatically recorded electronically as log files when using the platform and services of Meplato, and
- Business data, i.e. data which a user transfers to another user when using the platform and services of Meplato.

In particular, the following processing steps take place:

- Determination of the identity of the user and the data subject, and
- Provision and transmission of data and information between users that is relevant to a potential business relationship.

Registered users can subscribe to newsletters or receive invitations to take part in surveys. Each user decides voluntarily on the scope. The legal basis for this is the explicit consent of the user according to Art. 6 Para. 1 lit. a) and Art. 7 GDPR in conjunction with Section 7 Para. 2 of the Law Against Unfair Competition, which can be revoked by the user at any time.

Personal data can be processed by Meplato on behalf (Art. 28 GDPR) of a user to enable the use of the platform and services of Meplato as Software as a Service (SaaS). For this purpose, separate agreements on contract data processing are concluded.

### 3. Recipient of the Data and Integration of Service Providers outside the EU/EEA

In case of data processing for Meplato's own purposes, personal data of the users will be passed on to service providers in connection with the use of certain services of Meplato if necessary. These service providers are either bound by instructions as part of the order processing and are obliged to process orders according to Art. 28 GDPR or Meplato transfers personal data on the basis of a legal basis of Art. 6 Para. 1 GDPR. If the service providers are located outside the EU/EEA, Meplato ensures the legality of the data transfer by means of appropriate guarantees (e.g. standard clauses according to Art. 46 Para. 2 lit. c GDPR).

In the case of data processing on behalf of users, personal data will not be passed on to third parties without documented instructions from the user, unless there is a legal obligation to do so.

### 4. Data Deletion

In case of data processing for Meplato's own purposes, Meplato stops using personal data and deletes such data as soon as and as far as consent and/or legal justification to do so no longer exists.

Meplato processes personal data only as far as and as long as the underlying contractual relationship exists and as far as it is necessary for the execution of the contract.

Meplato deletes personal data as soon as a user is no longer registered as such or as soon as a data subject can no longer access the platform or services of Meplato and Meplato has knowledge of this.

This is only valid as far as Meplato has no legal obligations that prevent the deletion of such records. In this case, instead of the data being deleting, a restriction on the processing of the personal data in question will be put in place.

In the case of data processing on behalf of users, Meplato deletes personal data on instruction of the respective user; the respective order data processing contract is valid without restrictions.

## 5. Information, Rectification, Deletion, Restriction, Opposition, Data Portability, Complaint to Supervisory Authority

Data subjects have the right to obtain from the controller information on the personal data concerning them, as well as the right to have incorrect data rectified or their data deleted if one of the reasons listed in Art. 17 GDPR is applicable, e.g. if the data is no longer needed for the purposes pursued. There is also the right to restrict processing if one of the conditions specified in Art. 18 GDPR is met. Furthermore, data subject have a right to data portability under Art. 20 GDPR. If data is collected on the basis of Art. 6 Para. 1 lit. e (data processing for the performance of official tasks or for the protection of the public interest) or lit. f (data processing to safeguard legitimate interests), data subjects have the right to object to the processing at any time. Meplato will then no longer process such personal data unless there are demonstrable compelling reasons for processing that outweigh the interests, rights and freedoms of the data subject or the processing of personal data is necessary for the assertion or exercising of or defence against legal claims.

Every data subject has the right to complain to a supervisory authority if the data subject considers that the processing of data relating to said data subject is in breach of data protection legislation. A complaint may, in particular, be lodged with a supervisory authority in the Member State of residence of the data subject or with a supervisory authority in the place where the suspected infringement has been committed. The supervisory authority responsible for Meplato in Berlin is Commissioner for Data Protection and Freedom of Information, Friedrichstr. 219, 10969 Berlin.

## 6. Consequence of Not Providing Personal Data

The provision of personal data is neither required by law, nor contract, nor is it necessary for the conclusion of a contract. Users are not obliged to provide personal data. If personal data is not provided, Meplato cannot, however, activate the platform and services for the user in question and the user cannot use them.