

# General Terms and Conditions

## 1. Preamble

1. 1. These general terms and conditions apply to the entire business relationship between the customer and pvb-consulting. By concluding the contract, the customer expressly declares that he accepts these general terms and conditions of business and use as binding in their entirety and that he waives the application of any general terms and conditions of business of his own that may exist

1. 2. This is a project of pvb-consulting, P.O. Box 3146, 59286 Oelde, Germany.

1. 3. By concluding the contract, the customer also expressly confirms that he is aware of and agrees to these general terms and conditions of business and use.

## 2. Description of services

2.1 pvb-consulting provides the customer according to the provisions of these general Terms and conditions of use for an affiliate webpage for a period of 36 months available online.

2.2 pvb-consulting has a technical solution that enables customers and Sales partners of product and service providers on the Internet Make the personalized affiliate webpage available online for use.

## 3. Conclusion of a contract

3.1 As part of the registration process, the customer agrees to the contractual Range of services and these general terms and conditions I fully agree. With receipt of payment for the service comes the Contract with these general terms and conditions between customers and we comes about (acceptance). The price depends on that of the customer chosen service.

3.2. pvb-consulting needs 2-3 working days for the technical installation of the new one Customers. The customer is therefore entitled to the 3 working days after receipt of payment Provision of the affiliate webpage.

## 4. Payment terms

4.1. All payments to be made by the customer are to be made by the customer in such a way that the account of pvb-consulting without any deductions, from whatever title (e.g. taxes, offsets, counterclaims, etc.), no later than 14 days after Acceptance of the offer by the customer will be credited.

## 5. Contract term

5.1. The contract between pvb-consulting and the customer is valid for the period of 24 Months completed. The contract period is therefore 24 months Conclusion of contract.

5.2. The contract is automatically extended after the 24 months have elapsed for another 12 months. The contract extensions are free of charge for the customer.

## **6. Limitation of Liability**

6.1 pvb-consulting provides the contractually agreed service with great care. pvb-consulting is in no way liable for the constant availability of the services or for the Integrity and availability of those stored by the customer in the pvb-consulting system Data.

6.2. pvb-consulting is liable for personal injury caused. In the case of others pvb-consulting is liable for damage, malfunctions, illegal system access or loss of data and their employees, legal representatives or executives under no circumstances for a cause by negligence. pvb-consulting is not liable for lost profits, consequential damage or indirect damage (third party damage) to the customer.

6.3. pvb-consulting is not liable for failures, damage or delays due to force majeure or events that are not foreseeable or merely temporary and pvb-consulting is not responsible for gross negligence or intent.

6.4. These include in particular but not exclusively natural disasters, fire, States of war or employee revolts at the locations of the servers, crises on Electricity market, change in the legal situation after the conclusion of the contract, hacker attacks on the System of pvb-consulting or its server, more comprehensive and urgent Maintenance requirements of the systems and servers, pandemic, official orders and others sovereign interventions, power outages, failure of network structures such as data services and Gateways from other operators. Such events are not considered a breach of contract through pvb-consulting.

6.5. pvb-consulting is entitled to its services in the event of such events temporarily interrupt. The customer arise from such Interruption no claims against pvb-consulting.

6.6. Should it lead to such an event or a comparable event System failure or delay of more than 4 weeks is both the customer as well as pvb-consulting are entitled to extraordinary termination of the contract. If the customer wishes to make use of this extraordinary right of termination, so he has to adhere to the procedure according to point 9.2. In this case, the customer does not have one Repayment claim.

6.7. Apart from statutory information obligations, pvb-consulting does not meet any further information obligation. pvb-consulting is not liable for those on their web pages and information provided as part of the service, including yours Correctness, completeness and usefulness.

## **7. Termination of the contract by the customer**

7.1. The customer has the right to sign the contract at any time in writing or by email Properly terminate proof of identity at the end of each month. The contract applies then as resolved. A repayment or compensation claim by the customer there is no ordinary termination of the contract against pvb-consulting.

7.2. The customer has the right to sign the contract in writing or by email Proof of his

identity, cancel without notice if pvb-consulting can no longer provide his services or if there are important reasons exist which the maintenance of the contract is unreasonable for the customer do. The contract is then deemed to be terminated. A repayment or Compensation claim of the customer in the event of ordinary termination of the contract against pvb-consulting. does not exist.

## **8. Termination of the contract by pvb-consulting**

8.1. pvb-consulting has the right to extraordinary termination of the contract if an event within the meaning of point 6.4 to a system failure or delay of more than 4 weeks, the customer violates essential provisions of the contract or It violates any law with regard to the content in the affiliate webpage Serious legal changes are not or not completely due to pvb-consulting can be met, there are other important reasons which the Make maintenance of the contract unreasonable for pvb-consulting. A Repayment or compensation claim of the customer in the event of ordinary termination of the. There is no contract against pvb-consulting.

8.2. Is the economic profitability of the service uncertain or is it in the Future no longer given pvb-consulting can decide at its own discretion, whether the contract will be terminated or the service will only be suspended for a certain period of time becomes. In this case, pvb-consulting will inform the customer in writing. A Repayment or compensation claim of the customer in the event of ordinary termination of the There is no contract against pvb-consulting.

## **9. Obligations of the customer**

In the course of registration, the customer is obliged to provide all for the Provide truthful information required for the conclusion of the contract. This includes: First name, last name, address, date of birth, telephone number, email address, his Affiliate partner ID and that of its sponsor. With registration the customer confirms his Of legal age. The customer is obliged to avoid any limitation of his legal capacity to inform pvb-consulting immediately. If the customer is a company, he has to to inform pvb-consulting immediately of the bankruptcy or dissolution. The customer has Changes to his data must also be announced immediately in writing or by email with proof of his identity.

## **10. Communication with the customer**

Notifications are generally made in writing by e-mail to the customer at the Registration given email address. Changes to the email provided by the customer The customer must provide the address to pvb-consulting in writing by e-mail with proof of identity. The customer does not give changes known, the information sent pvb-consulting to the last email applies Address of the customer as received.

## **11. Obfuscation of identity**

It is generally forbidden to log into the website using technology carry out, which conceal the true identity (IP address) of the customer or mask (login via anonymous proxy server, VPN, IP changer). pvb-consulting is in In such cases, the customer is entitled to block the customer's affiliate webpage and this only to be released again after clear identification of the customer.

## **12. Customer's duty of care**

12.1. The customer is advised that he has his own IT systems with which access to the affiliate webpage of pvb-consulting takes place, as far as possible before access. Third parties in particular must protect against viruses, Trojans, worms, etc. (in particular through adequate virus protection, firewall). Any liability of pvb-consulting for Damage to the customer due to the inadequate security of their own IT systems arising is excluded.

12.2 pvb-consulting has a claim for damages against the customer if pvb-consulting Damage occurs because the customer has violated this duty of care or the customer the immediate notification that data is known to an unauthorized third party fail to pvb-consulting.

## **13. Data protection**

13.1. Data is only collected if the customer requests it within the scope of the order or Voluntarily communicates the registration process. pvb-consulting uses the transmitted personal data without separate consent in accordance with the provisions of data protection law exclusively for the purpose of fulfilling the contract. For the purpose of fulfilling the contract, e.g. of billing, are personal Customer data to third parties, such as the accounting department, the paying bank or Suppliers forwarded, insofar as this is necessary to fulfill the above-mentioned contractual Obligations is necessary.

13.2 The customer is entitled to free information about his data and changes, To request blocking or deletion of his data. pvb-consulting reserves the right reimbursement of expenses for multiple requests for information in the same calendar year desire. If the customer has more information about the storage of his personal data or the deletion, blocking or change of If you want data of the interested party, support is available at the email address available.

13.3. After the contract has been fully processed, the customer's data blocked and deleted after the years for tax or commercial reasons Must be kept unless the customer expressly requests further use who has consented to the personal data.

## **14. Confidentiality**

The customer agrees that confidential information regarding the pvb-consulting that are made available to the customer exclusively as part of the contractual relationship, and which are not already publicly accessible or known (and which are not as a result of a Violation of this confidentiality obligation became publicly available or known), or to the respective recipient of the information on a non-confidential basis have been made available only to be used in this Fulfill the obligations assumed in the business relationship.

## **15. Final regulation**

This contract contains all agreements between the customer and pvb-consulting, which concern the subject matter of the contract regulated herein. All other agreements made earlier in this context, be they conclusive, verbal or have been made in writing, are hereby canceled and are therefore invalid.

#### **16. Prohibition of assignment**

The transfer, encumbrance, granting of rights to or in relation to as well as any other disposal of rights / obligations, according to the contract between the customer and the pvb-consulting needs to be effective, the previous written Approval from pvb-consulting.

#### **17. Changes to these terms and conditions**

For customers, those shown at the time the contract was concluded apply general terms and conditions in the currently valid version. pvb-consulting. Is entitled to change the general terms and conditions and these to the customer by means of the email address given by him. Are the Changes not exclusively beneficial for the customer, pvb-consulting will make the Message about the change in the general terms and conditions with a reference to add the extraordinary termination option according to point 7+8. The Changes to the general terms and conditions are deemed to have been agreed if the Customer of the changes within one month after the notification of the email not in writing contradicts by email.