§ 1 General Information

(1) We, Startnext Crowdfunding GmbH, Grundstraße 1, 01326 Dresden, Federal Republic of Germany (hereinafter also referred to as "we", "platform operator" or "Startnext") operate the online platform "Startnext" (hereinafter also referred to as the "platform"), via which natural and legal persons can individually or collectively present projects to the public, have them financed by third parties and support them themselves.

(2) The use of our platform is governed exclusively by these General Terms of Use, unless otherwise stipulated in individual cases. Deviating general terms and conditions of the users are expressly contradicted.

(3) The legal relationships between Users and Starters are governed by the separate contracts to be concluded between them.

§ 2 Definitions

For the purposes of these General Terms of Use the following definitions apply:

1. "Visitors": Persons who visit the internet pages of our platform;
2. "Account": Consists of a name and email address in connection with the respective supported Campaign;
3. "Users": Registered Visitors;
4. "Starter": User who wishes to post a Campaign on the platform and win Supporters for it;
5. "Supporter": User or Visitor who supports one or more Campaigns;
6. "User profile": The platform Account that can be managed by the respective User;
7. "Open area": means the pages of our platform freely accessible to all Visitors;
8. "Closed area": means the Pages of our platform reserved for Users only;
10. "Pages": Pages with a special range of functions that can be set up by Users on the platform to curate Campaigns on them;
11. "Support": A specific amount of money allocated by a Supporter of a particular Campaign;
12. "Reward": A benefit offered by a Starter to Supporters in the context of a Campaign according to a chosen amount of Support (e.g. entry in the booklet of a CD, acknowledgement in the credits of a film or other services);
13. "Funding goal": The amount of money that the Starter has indicated on the Campaign Page as the minimum amount required to implement the project;
14. "Stretch goal": optional amount of money indicated by the Starter on the Campaign Page for optimal implementation of the project;
15. "Disbursement maturity": The time at which the Funding goal is reached by the end of the Funding phase. In individual cases, further prerequisites for Disbursement...
maturity can be agreed in advance;
16. "Funding period": Period during which Visitors can assign support to a Campaign.
17. "API": Interface via which publicly accessible data can be accessed in a structured manner in accordance with separate terms and conditions.

§ 3 Our Services

(1) We provide the technological prerequisites for the use of our platform in accordance with the following provisions and to the extent described therein.

(2) We provide the User with a User profile and carry out public relations work for the platform. The type and scope of public relations work for our platform and/or the projects are at our discretion.

(3) You communicate with our platform by independent online access, for example via the web browser or an appropriate app.

(4) The details regarding the registration process and the use of other services are described in appropriate places on the internet pages of our platform. We are entitled to update and extend the range of services on our platform independently at any time.

(5) We are entitled to have our services provided by third parties.

§ 4 User Registration, conclusion of contract for the use of the platform

(1) The use of the Closed area (e.g. for Campaign creation, writing on the bulletin board, User presentation, image and/or video upload) of our platform requires a permanent registration by you. Registration is free of charge. To register, enter the necessary data in the registration form in the Open area of our platform. By completing the registration process you make a binding offer to conclude a contract for registration on our platform.

(2) If your data have been successfully transmitted during registration, you will immediately receive a confirmation by email. The contract for the use of the platform is concluded by clicking on the confirmation link contained in the email.

(3) With your support, whether you have a User profile or not, we will save your name and email address in connection with the Campaign supported. As long as you do not create a User profile, you will receive a link in the emails sent by our platform to complete the registration for opening a User profile. If you register with an email address that you have already used for support, you can also access these previous supports later in your User profile.

(4) Only natural persons with unlimited legal capacity or limited legal capacity acting with the consent of their legal guardian are entitled to use the software. The minimum age of Users is 16 years.

(5) If you are already a User, you cannot become a User again (exclusion of "double membership").

(6) We reserve the right to refuse your registration without giving reasons, even if all requirements for admission as a User are met.
(7) We expressly point out that a separate contract is concluded between the respective Starter and Supporter for each support.

§ 5 Obligation of Starters to provide information about legal rights of revocation or other consumer information

When concluding the individual support contracts (e.g. with regard to the purchase of the Rewards), it is exclusively the responsibility of the Campaign Starter to provide information on consumer rights such as a right of cancellation and the relevant legal requirements for its assertion. We are legally third parties in this respect.

§ 6 Contractual relations between Starters and Supporters, conclusion of contracts between Starters and Supporters, Rewards

(1) Starters can offer the Supporter benefits in the form of Rewards in order to attract and initiate contracts of support.

(2) By providing support, the Supporter makes an offer to the Starter to conclude a contractual relationship independently of us (e.g. a donation for support without a Reward, or a purchase or service contract). As a Supporter you select a Campaign on our platform as well as the desired Rewards if relevant, and then select the desired amount. When you click the button "Support now" on the Campaign Page an overview opens, on which you can check once more if the data you entered is correct and have the possibility to select the desired payment method. The amount you have entered will be bindingly assigned to the Campaign after you click on the button "Support with payment commitment now". After submitting your offer, the Supporter will receive an email with the essential contract data. This does not represent an acceptance, but a mere confirmation of receipt. On Disbursement maturity you will receive another information email from our system.

(3) The Starter accepts the offer of the Supporter as soon as the Campaign starts, under the suspensive condition that the Funding goal will be reached. Until the suspensive condition is fulfilled the Starter can cancel the Campaign at any time. In this case, no funds allocated by the Supporters will be collected and any payments already transferred in advance will be reimbursed within seven days by the same payment method, if this payment method is selected.

(4) The necessary data for the fulfillment of the agreements concluded in accordance with the above paragraphs will be transmitted to the Starter once the Funding goal has been reached and the Funding phase has expired.

(5) The contents of a Campaign are not checked for plausibility by the platform operators. Details can be found under Trust and Security.

§ 7 Contractual right of withdrawal of the Supporter within 10 days from the start of Disbursement maturity

(1) Regardless of whether Supporters have a legal right of withdrawal (§§ 355, 13 BGB), they are entitled to a contractual right of withdrawal (hereinafter "cancellation"), even if the Funding goal is reached 10 days after the end of the Funding phase.
(2) Cancellation in accordance with Section 1 must be declared via the corresponding technological function of the platform. This can be found in the User profile of the Supporter or via the link in the support confirmation.

(3) Any other rights of the Supporter (e.g. consumer revocation rights) remain unaffected by this provision.

§ 8 Choice of payment method and support on our platform

(1) As a Supporter you can use the payment methods described in more detail on our website as part of the respective Campaign. The payment methods provided depend on the currency of the Campaign (e.g. EUR, CHF).

(2) With regard to the payment methods made available (e.g. credit card, direct debit), the respective terms and conditions of the providers apply.

a) Secupay AG, Goethestraße 6, 01896 Pulsnitz, Germany, acts as trustee on our platform.

b) Startnext checks the Accounts for payment processing as the technical service provider to Secupay AG to ensure the proper receipt of payments.

(3) If you support a Campaign based on a foreign currency, you must be able to make the payment from your bank account in the foreign currency. Transfers in a different currency are automatically returned by the payment service providers involved. Any bank charges and/or conversion losses incurred as a result are to be borne by the Supporter paying in a different currency, and are automatically deducted when the money is transferred back.

(4) If a payment to be refunded to the Supporter (e.g. after a cancellation) cannot be refunded for reasons for which the Supporter is responsible (e.g. due to an expired bank account or an expired credit card) and if we cannot reach him/her within four weeks, Startnext will be entitled to make this amount available to a Campaign to be determined by Startnext, whose Starter is a non-profit organization.

§ 9 Payment of the support sum to the Starter when Disbursement maturity is reached

(1) If the Funding goal is reached before the end of the Funding phase, the Starter may achieve overfinancing if further support is received.

(2) If at least the Funding goal is reached during the Funding phase and all further conditions for Disbursement maturity have been met, the Starter will not have access to the amount of money to which he/she is entitled until at least 15 days after Disbursement maturity has occurred. The sum of the originally obtained support may already be reduced by any declared cancellations or revocations by Supporters.

§ 10 Your incidental duties as Visitor

(1) In order to guarantee proper use, you have the following duties of conduct, non-compliance with which can lead to disadvantages for you - in particular to termination and assertion of claims for damages on our part or on the part of third parties.
(2) You are obliged:

1. to provide complete and truthful information in the case of necessary registrations and other queries required to achieve the purpose of the contract (e.g. in connection with the discontinuation of a project or the provision of support),

2. to refrain from registering a second time,

3. in the event of a subsequent change to the data requested, to correct it immediately in the administrative function of our platform provided for this purpose,

4. to make sure that your user name and password are not accessible to unauthorized third parties,

5. to prevent any unauthorized use of our platform by third parties using your access data,

6. to inform us immediately at daten(at)startnext.com if there is misuse of your access data or User Account, or if there are indications of imminent misuse, and

7. to fulfil any contracts concluded via our platform on the due date.

(3) As a Visitor, you must not act illegally, in an immoral manner or contrary to existing laws or the rights of third parties. This includes the following obligations:

1. You must ensure that the data you enter into the platform does not violate legal provisions on the protection of minors, the general right of personality or the right to one’s image as well as the property rights such as trademark, company and copyright rights of third parties. You must therefore check before every text entry and before uploading files whether you have the necessary rights to them (e.g. to a text, photograph, image, graphic, video, piece of music, sample). In the case of photographs and videos, you must also check whether the persons shown have provided the necessary consent;

2. You must refrain from entering data with immoral, discriminatory, racist, right-wing extremist or content offensive to religious feelings;

3. You must also observe the legal requirements of data protection and data security.

(4) If you violate any of your incidental obligations under Sections 2 and/or 3, we will be entitled, at our discretion, to temporarily block and/or delete affected content with immediate effect and/or to exclude you temporarily or permanently from our service and/or to terminate your Account without notice. The same applies if we are informed by third parties that there has been a violation on your part of the obligations contained in Section 3, unless the assertion of the third party is obviously incorrect.

(5) If you violate the above obligations, you must compensate us for any resulting damage or release us from third-party claims, unless you are not responsible for the breach of obligation.

§ 11 Copyrights and other proprietary rights with regard to user-generated content within our platform
(1) In the event that you enter content on our platform via your User profile, to which you own the copyright or other proprietary rights, we will be entitled for the duration of our service to those acts of exploitation which correspond to the purpose of the individual services within the framework of the platform.

(2) Even after your membership has ended, your contributions to pinboards, public areas and Closed areas will not be deleted, but will be made anonymous with regard to your name. You irrevocably and free of charge grant a simple right of use to this information to anyone, even beyond the duration of your registration as a User.

(3) The data contained in our platform may be subject to copyright protection. Visitors are therefore not permitted to use, in particular not to copy, process and/or distribute the data beyond the rights of use granted by us or the respective right holder in individual cases. This applies in particular to our rights as a database producer in accordance with §§ 87c ff. of copyright legislation. The repeated and systematic copying, distribution or public reproduction of the contents of our platform runs counter to a normal evaluation of our database and impairs our legitimate interests.

§ 12 Confidentiality and data protection

Your data will be stored and processed by us exclusively for the purposes resulting from the registration in compliance with the relevant legal provisions of data protection (see also our privacy policy).

§ 13 Liability clause

(1) We will only pay damages or reimbursement of futile expenses, irrespective of the legal grounds (e.g. from legal and similar obligations, breach of obligation or tort), to the following extent only:

1. Liability in the case of intent or warranty provisions remains unlimited.

2. In the event of gross or simple negligence, we will only be liable to business operators (§ 14 BGB), legal entities under public law or special funds under public law in the amount of the typical damage foreseeable at the time of conclusion of the contract, provided this does not constitute a breach of such an essential obligation, the fulfilment of which is essential for the proper performance of the purpose of the contract and on whose compliance the business operator may therefore regularly rely (a so-called cardinal obligation).

3. However, if we are in default with our performance, we will also be liable for accidental damage, unless the damage would also have occurred in the case of timely performance.

4. In all other respects, liability on our part for simple negligence is excluded.

(2) We reserve the right to the objection of contributory negligence. You have the duty to back up your data according to the current state of the art.

(3) Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, representatives and vicarious agents.
(4) The above Sections of § 12 (liability) will not apply in the event of injury to life, body, health and claims arising from the Product Liability Act.

§ 14 Deletion of User profile by the User

(1) The contract for the use of our platform is concluded for an indefinite period. It can be terminated by either party at any time.

(2) However, the ordinary termination referred to in Section 1 will not take effect as long as:

a) you are a Starter and your Campaign is in the start-up or Funding phase and/or

b) you as the Starter have not yet sent any Rewards to the Supporters or the Campaign you are supporting is still in the Funding phase and/or

c) the chargeback of an unsuccessful Campaign supported by you has not yet been completed and/or

d) you own a Page and your Page is active.

(3) The mutual right to extraordinary termination for good cause remains unaffected.

(4) Notice of termination must be given in text form (e.g. by email) or via the function provided by our platform for this purpose.

§ 15 Changes to our General Terms of Use

(1) We are entitled to amend the content of these General Terms of Use.

(2) In this case, we will inform the User of the proposed amendment in text form (e.g. by email), stating the reason and the concrete scope. The changes will be deemed to have been approved by the User if the User does not object to them in at least text form. We will specifically draw the User's attention to this consequence in the notification letter. The objection must be received by us within six weeks of receipt of the notification of the amendment. If the User exercises the right of objection, the change request will be deemed rejected. In the event of rejection, the User who objects must expect Startnext to terminate the contract ordinarily within the meaning of § 13.

§ 16 Reference to the European Online Dispute Resolution Platform for Consumers and Information within the meaning of § 36 Act on Alternative Dispute Resolution in Consumer Matters

(1) EU Regulation No. 524/2013 on online dispute resolution in consumer matters provides for the possibility for consumers to settle disputes with companies in connection with online purchase contracts or online service contracts out of court via an online platform (OS platform). This platform has been established by the EU Commission and made available via the following link: http://ec.europa.eu/consumers/odr/.

(2) We are neither prepared nor obliged to participate in a dispute settlement procedure before a consumer arbitration body (see § 36 Act on Alternative Dispute Resolution in Consumer Matters).
§ 17 Applicable law, place of jurisdiction

(1) The law of the Federal Republic of Germany will apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the state in which the User has his habitual residence, however, remain unaffected.

(2) The place of performance and place of jurisdiction for all disputes arising from this contract is Dresden, Germany for contracts with merchants, legal entities under public law or special funds under public law.

Valid as of May 2018