

1. General information

(1) We, Startnext 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. "User": Registered visitor.
3. "Starter": User who wishes to post a project on the platform and win Supporters for it.
4. "Supporter": User who has supported one or more projects.
5. "User Account": the system-internal assignment of all users and starters linked to their e-mail address. Access to the user account is possible by confirming the e-mail address.
6. "User Profile": is created when the project moves into the starting phase and offers users as well as visitors insights into their own presentation, their own and supported projects.
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.
9. "Project": The project of the Starter for which financial support is sought.
10. "Page": (sub-)page with a separate range of functions that can be set up on the platform by Users in order to curate projects on these pages or support them in other ways (e.g. through co-funding).
11. "Campaign": Temporally limited action on a page, in which projects curated by the page owner (e.g. a foundation) can receive additional funding (e.g. in money) from the page owner under conditions described in more detail in the campaign description.
12. "Support": A specific amount of money that can be allocated to a specific project by Supporters.

13. "Reward": Benefit from a Starter to a Supporter in the context of a project corresponding to a chosen amount of support (e.g a mention in the booklet or purchase of a CD or other services from a Starter).
14. "Co-funding": Any monetary support provided by a page owner within the framework of a campaign.
15. „Funding amount": Total amount raised by a project based on support and possible co-funding.
16. "Starting level": Amount of money that can be specified by a Starter on their own project page as the minimum amount required. The current minimum amount can be found on the [fees](#) page.
17. "Funding level": The amount of money that describes a level after the starting level has been reached to which, for example, the availability of rewards by a Starter can be linked.
18. "Funding period": The period of time during which users can allocate support to a project.
19. "Project success": The point in time at which the starting level is reached by the end of the funding period and the Starter has successfully completed an identity and legitimation check required under money laundering law. From this point on the support will be collected by the payment service provider.
20. "Disbursement maturity": The point in time after the successful completion of the project, which Supporters can use as a maximum contractual right of withdrawal or to correct failed collections. After disbursement maturity has been reached the payout is made to the Starter.

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 account 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 through independent online access, for example via a web browser.
- (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 project creation, communication between supporters and starters, writing on the wall, self presentation as a starter on the respective profile, image upload) of our platform requires an user account at Startnext. The registration is free of charge. To register, enter the required 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 was successfully transmitted during the registration process according to paragraph 1, you will receive a confirmation by e-mail. The contract for the use of the platform is concluded by clicking on the confirmation link contained therein.

(3) As soon as you support a project on Startnext, an account will be created as well. We store your name and email address and the projects you support. In emails from our platform, you will receive an activation link to confirm your email address and get access to your user account. The contract for the use of the closed area is concluded when you click on the confirmation link contained therein.

(4) Only natural persons with unlimited legal capacity or persons with limited legal capacity acting with the consent of their legal representatives are entitled to Register and/or support. 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 you meet all the requirements for admission as a user.

(7) We explicitly point out that with each support a separate contract between a starter and supporter is concluded.

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 acquiring rewards), it is exclusively the responsibility of the Starter to provide information on consumer rights such as a right of revocation 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, contractual (partial) right of revocation for Starters until the end of the funding period

(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 for the duration of the funding period independently of Startnext (e.g. a donation for support without a reward, or a purchase or service contract). As a Supporter, you select a desired reward for a project or decide on an individual amount of money. An overview will then open where you can check again whether the data you have entered is correct and you can change your selection. When you click the button "Support now" you will be given the opportunity to select the desired payment method and, if necessary, to enter your address details. The amount you have given will be bindingly allocated to the project after you have clicked on the button "Support now with commitment to pay". After submitting your offer you will receive an email with the essential contract data. This does not represent an acceptance, but a mere confirmation of receipt. If the project is successful, you will receive a further information email from our system.

(3) The Starter accepts the offer of the Supporter as soon as the project starts, under the suspensive condition that the project will be successful.

(4) Until the project is successful, a Starter can cancel the project completely at any time (Starter cancellation) or reject individual support (partial Starter cancellation). In the event of a Starter cancellation, no support will be collected, and in the case of partial Starter cancellation the support affected by this will not be collected.

(5) The necessary data for the fulfillment of the agreements concluded in accordance with the above paragraphs will be transmitted to the Starter once disbursement maturity has been reached.

(6) The contents of a project are not checked for plausibility by the platform operators. Details on this can be found on our website under [Trust](#).

(7) Until the fulfillment of the contracts concluded with the Supporters, the Starters are obliged to provide the Supporters with truthful and transparent information to a reasonable extent - in any case, however, with regard to unanswered queries from the Supporters - about the progress of the implementation of the project and, if applicable, about any problems that may arise.

7. Limited contractual right of withdrawal as a Supporter

(1) As a Supporter, you can withdraw your support up to 13 days after the success of the project, irrespective of whether you are also entitled to a statutory right of withdrawal (§§ 355, 13 BGB). This contractual right of withdrawal (hereinafter referred to as "revocation") must be declared to the Starter via the corresponding technological function of the platform. This can be found in your user account or via the link in the email of your confirmation of support.

(2) However, if (irrespective of Section 1) you illegally contest your support of a project with the issuer of your payment method (e.g. credit card) or otherwise

illegally have it reversed via your bank, Startnext will invoice you separately for the resulting fees of the payment service provider.

(3) From 24 hours before the end of the funding period, your revocation (see Section 1) will only be displayed to the Starter in the closed area of the project and will no longer be deducted from the public project display.

(4) Any other rights of the Supporter (including those that go beyond this, e.g. consumer revocation rights) remain unaffected by this section.

8. Choice of payment method and implementation of 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 project. The payment methods provided depend on the currency of the project (e.g. EUR, CHF).

(2) For the processing of payments Startnext has engaged the payment service provider Stripe Technology Europe Ltd, Block 4, Harcourt Centre, Harcourt Road, Dublin 2, Ireland (hereinafter "Stripe"). Stripe collects the support after project success and on instruction as well as in the name of the Starter and holds it after collection until disbursement maturity in a client money account of the Starter in accordance with the supplementary agreement concluded with Stripe (accessible at <https://stripe.com/de/connect-account/legal>).

(3) Your credit card or bank account used to support a project will only be debited once the project has reached successful completion. However, in certain cases related to your payment method (e.g. GooglePay or ApplePay), Startnext's payment service provider will already reserve the debit with your specified payment method before the end of the funding period, either in part or up to the full amount of your support.

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 period, the Starter may achieve excess funding if further support is received.

(2) If at least the funding goal is reached during the funding period 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 amount of support originally received may already have been reduced by any cancellations declared, sums of money that cannot be collected from the Supporters or withdrawal by Supporters.

10. Your incidental duties as a User

(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. Not to use any names that are offensive or illegal (e.g. in terms of trademark or personal rights).
4. In the event of a subsequent change to the data requested, correct it immediately in the administrative function of our platform provided for this purpose.
5. To make sure that your e-mail address and password are not accessible to unauthorized third parties.
6. To prevent any unauthorized use of our platform by third parties using your access data.
7. To inform us immediately at [datenschutz\(at\)startnext.com](mailto:datenschutz@startnext.com) if there is a misuse of your access data or user account, or if there are indications of imminent misuse, and
8. To fulfill any contracts concluded via our platform on the due date.

(3) As a user, 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 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 not send spam (e.g. unwanted or unauthorized advertising content, in particular no financial offers or chain letters) to other Users of the platform via publicly accessible email addresses or forms (e.g. pinboard).
3. You must refrain from entering data with immoral, discriminatory, racist, right-wing extremist or content offensive to religious feelings.
4. 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 user 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 account, 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) This will apply even after the end of a user contract existing with us, pseudonymized with regard to the 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, among other rights. Users and 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 rights holder in individual cases. This applies in particular to our rights as a database producer in accordance with §§ 87c et seq. 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 fulfillment 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 13. (liability) will not apply in the event of injury to life, body, health and claims arising from the Product Liability Act.

14. Termination and deletion of User Accounts

(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:

1. You are a Starter and have an active or successful project.
2. The project you are supporting has not yet reached payout maturity, and/or
3. You are a page owner and your page is active.

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

(4) As a User, you have the option to pseudonymize your user account at any time.

(5) 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. Restriction of the visibility of a project by the Starter

Projects can still be accessed by Visitors after the end of the funding period. Starters of projects that have ended unsuccessfully can, however, restrict their visibility so that they can no longer be accessed by Visitors and/or Users.

16. 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 individual User if he/she 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 14.

17. 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).

18. 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/her 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 from: December 2021