

1. General information

(1) We grant the User the right to use our platform in accordance with the following additional provisions for the creation (hereinafter "Start") of projects.

(2) These special terms of use (hereinafter "Starter Terms") apply to the start of a project in addition to our [General Terms of Use](#). In the event of contradictions between the General Terms of Use and these Starter Terms, the Starter Terms will take precedence.

2. Personal requirements for the start of a project

(1) The start of a project is only possible for entrepreneurs in the sense of § 14 BGB, but not for consumers (§ 13 BGB).

(2) Insofar as you violate paragraph 1, we are entitled to an extraordinary right of rescission or termination with respect to any agreement with us. In this case, we can decide whether to withdraw from all or only parts of the existing contracts.

(3) As a starter you will receive a publicly visible user profile from the starting phase of your project. The profile shows your own projects and supports, as well your self-presentation as a starter.

(4) As a team member of a project you will also receive a public user profile from the starting phase. You will receive an email from us if you are added to a project as a team member.

3. Content and legal requirements for projects

(1) The Starter is hereby informed that in the event of support by the Users of the platform, a separate and independent contractual relationship (e.g. gift, purchase, work or service contract) will arise with them ("funding contract"). The Starter presents the project description and goal in terms of time and content and sets the desired funding goal (of at least € 100.-).

(2) Startnext does not provide legal advice. Starters are therefore obliged to inform themselves about the legal requirements (e.g. revocation instructions, legal notice obligations) before starting the project. If Starters do not have the necessary knowledge they are obliged to contact an attorney or tax consultant. This also applies if Starters use examples of wording, samples or instructions from the FAQs of the platform or third parties.

(3) Starters are obliged to comply with all legal duties to provide information - in particular relating to contracts for distance selling and electronic legal relations. This also includes the provision of a legal notice in accordance with statutory requirements. During campaign setup the platform provides its own information and instruction fields for this purpose.

(4) With regard to further content requirements applying to projects, we refer to the [guidelines](#) that can be viewed here.

4. Changes after the start of a project

(1) The following applies to the processing of a campaign during the funding periods:

1. The subsequent change of general project content (e.g. project description, images, video) with effect for the future is possible without the consent of Supporters, as long as this is technically made available to the Starters in the project interface.

2. A subsequent change to a promised reward for an already implemented support always requires the consent of the Supporters. The request for Supporter consent will be made by the Starter, together with information about the change. If the relevant Supporter does not give his/her consent, the offer of support will automatically be rejected by the Starter and the respective support will be refunded or not collected at all.

(2) Up to 24 hours before the end of the funding period, the funding period can be extended once up to a maximum of 30 days without requiring the consent of the existing Supporters. A subsequent shortening of the funding period is possible at any time and also does not require the separate consent of the Supporters.

(3) Regardless of the contractual consequences, a subsequent increase or reduction of the starting level requires the consent of Startnext and will only be granted on condition that the Starter informs the Supporters in a transparent manner about the reasons for the change of the starting level.

5. No costs for the preparation of the project before its start

The mere preparation of a project ("draft phase") via your User Profile is free of charge for you as a Starter. Costs can only be incurred in accordance with 6. when the project enters the funding period. With regard to the costs and other services provided by Startnext the individually agreed prices will apply.

6. Costs after the start of the funding period

(1) The costs incurred at the start of a project are based on the [price list](#) valid at the start of the project.

(2) With regard to the costs and other services provided by Startnext the individually agreed prices will apply.

(3) Any changes to the fees apply only to those projects that enter the funding period after the respective announcement of the change on our website.

(4) As the Starter you are responsible for any taxes and other charges which may be incurred on the support amounts received or within the scope of the services to be provided by the Starter to the Supporters.

7. Conclusion of a contract for the starting or funding period

(1) By completing the draft phase with a final click on "Change phase" to change to the starting or funding period, you make a binding offer to conclude a contract either for the publication of the project content or the start of the funding period on our platform.

(2) The individual contract comes into effect with the execution of the change to the starting or funding period. You can carry out this change independently. The change to the funding period takes place on the next calendar day and requires the successful completion of the verification and legitimation process (see 8.).

8. Verification and legitimation of Starters

(1) The identity and legitimation check of Starters required under money laundering law is carried out by the payment service provider Stripe Technology Europe Ltd (hereinafter "Stripe").

(2) The exact procedure for verification and legitimation as well as the status of the verification can be viewed at any time within your project.

(3) A successful legitimation check is a prerequisite for switching to the funding period.

(4) In spite of a successfully completed legitimation check, it may be necessary for Stripe to subsequently submit further information and documents for the identity and legitimation check required under money laundering law (e.g. due to extended requirements if the funding amount of € 2,500 is exceeded). We will inform you about the corresponding requested data by email and via a message in the closed area of your project.

(5) If Stripe requires documents and information, this may delay the collection of your funds allocated to the project until successful confirmation by Stripe. As long as this data is required after the project has been successfully completed, your project will not be able to reach disbursement maturity.

9. Procedure for projects (starting and funding period)

(1) The "Starting Phase" precedes the funding period. The project is publicly accessible but cannot yet be financed. During the Starting Phase, you as a Starter can continue to work on the project in its entirety and obtain feedback from other Visitors on the project draft.

(2) Startnext reserves the right to check your project for compliance with the [Startnext guidelines](#). Startnext does not check the content and/or legal

aspects of the project description provided by Starters. However, we reserve the right, without being obligated to do so, to randomly check project data before the activation of the funding period or at a later point in time and to temporarily block it in whole or in part in order to protect other Users or the rights of third parties, if this appears necessary due to contradictions in the content of the project description or suspicion of infringement of the rights of third parties (e.g. infringement of property rights such as trademarks or copyrights). In this case, we will notify the Starter, point out any problems and offer the Starter the opportunity to explain, remove or correct such content.

(3) Starters of projects that have been rejected or blocked due to infringement of third-party rights and/or due to violation of the Startnext [guidelines](#) are not entitled to receive the amount they have raised up to that point.

(4) We reserve the right to make the posting of projects dependent on further additional requirements at any time.

10. No deletion after the end of the project

(1) Active or successful projects cannot be deleted. Unsuccessful projects can be deactivated. Deactivated projects can no longer be accessed by visitors and users.

(2) The deactivation of a project is a requirement for the deletion of your starter profile.

(3) Furthermore, it is possible for starters of unsuccessful projects to only deactivate their project by restricting its visibility so that it can only be accessed by users.

11. Participation in co-funding campaigns

(1) Projects can apply for co-funding campaigns. The separate contractual basis of such a campaign is presented by the respective page owner on his/her page. The decision about acceptance or rejection of the project for a campaign is made solely by the page owner and, in case of acceptance, establishes an independent contractual relationship about the possible co-funding between the page owner and the Starter.

(2) If a Starter has obtained participation in a campaign or co-funding in an illegal or abusive manner (e.g. by providing false information, apparent funding by dummy Supporters), Startnext can block such Starters and exclude them from future use of the platform, without prejudice to the page owner's possibility of subsequently excluding Starters from the campaign and/or demanding the return of the co-funding.

12. Obligation to provide project updates and clarification in case of non-performance of rewards

You commit yourself towards us and in the sense of a real contract in favor of third parties (§ 328 BGB) and in favor of your Supporters:

1. You will communicate truthfully and transparently with your Supporters.
2. You will publish or send updates on the progress of your project to your Supporters at regular intervals, at the latest when you are requested to do so by Startnext.
3. If there are problems and/or delays in the fulfillment of the contracts concluded with Supporters, you are obliged, irrespective of the legal assessment, to constantly and actively inform the Supporters about this and about the measures taken to solve the problem or speed up the process.

Please note that Supporters are nevertheless free to take legal action against you, irrespective of the content of the information you provide in accordance with the above paragraphs, if they are not satisfied with the information you provide and if they consider your conduct (or failure to act) to be a breach of contract.

13. Granting of rights by Starters

(1) Our platform grows through constant linking, public relations work by us as well as by the other Users and partly also targeted advertising.

(2) If we have to reproduce, distribute, make publicly available or otherwise exploit your content for the advertising of your project as well as the platform in general on our platform or websites of third parties, you grant us the rights of use necessary to achieve the purpose of the contract - namely to reach a larger group of addressees for all. The granting of rights also includes consent to the editorial and graphic adaptation of your content (e.g. translations, shortening of texts for various social media services, adaptation of graphic formats for output on third-party platforms). Insofar as this is necessary for the implementation of the platform functions (e.g. on pages), this granting of rights also applies in favor of the individual page owner. You will be responsible for paying any royalties or license fees for the content made available on Startnext.

(3) If you apply for the campaign of a page with your project, we will be entitled to provide the contact and address data you have deposited with us. If you receive co-funding in money from the page owner within the framework of the campaign, we will pass on the data we have on your payment account so that the page owner can pay you the co-funding amount.

14. Advance assignment with regard to existing payout claims

(1) As a Starter you assign to us on a pro rata basis your payment claims against the payment service provider in respect of the funding amount up to the amount of our individual claims (e.g. transaction fees and/or commission agreements).

(2) The remaining funding amount will be paid out to you as a Starter by the payment service provider, after deduction of any non-collectible amounts,

cancellations and/or support already affected by revocations. Non-collectible amounts arise, for example, if the credit card of the particular Supporter has expired and no updated payment information is provided.

15. Non-collectible support payments

(1) If payments from Supporters cannot be collected or if a payment made is contested with the card issuer or recalled via the bank before disbursement, Startnext will first try to settle this matter. You can always see in your supporter list and funding statistics which payments are affected by this. If the Supporters do not pay their support until disbursement maturity has been reached, Startnext will reduce the disburseable funding amount accordingly.

(2) If a credit card charge or direct debit is contested after disbursement maturity has been reached, Startnext will first try to settle the matter amicably and, if necessary, ask you to submit further information. If the dispute is decided in favor of the relevant Supporter(s), we will collect the funding amount from the payment account you have deposited with us.

16. Restriction of the visibility of a project by the Starter

As the Starter of an unsuccessfully completed project, you can restrict the visibility of your project so that it can no longer be accessed by Visitors and/or Users.

17. Automatic deletion of projects in the draft or Starting Phase that are no longer in operation and Starter data

1. Projects that are in the draft or Starting Phase and have not been processed for more than 14 months will be automatically deleted. For this purpose, Startnext sends an email to the Starters in advance to inform them of the impending deletion. The deletion can be objected to by continuing to edit and save essential project content (e.g. project description or project images).
2. The account data of the Starter deposited with Startnext will be deleted 30 days after disbursement or 30 days after the unsuccessful expiry of the funding period.
3. Legitimation data that has been deposited with third parties who are obliged to carry out checks under money laundering law will be stored there in accordance with the applicable statutory retention obligations.
4. In addition, we store the address, payment and order data of the Supporters in accordance with our data protection conditions 7. Section 3.

Valid from: December 2021