Terms of use for starters

startnext.com/about/terms-of-use/starter.html

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§1 General

(1) We grant users 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 business operations within the meaning of § 14 BGB (German Civil Code) and is not available to consumers (§ 13 BGB).

(2) If you violate Section 1, we will be entitled to an extraordinary right of withdrawal or termination regarding any agreement with us. In this case, we can decide whether to withdraw from all or only parts of any existing contracts.

(3) As a starter, you will receive a publicly visible starter profile as soon as the starting phase of your project begins. The profile shows your projects and support information as well as a presentation of yourself as a starter.

(4) As a team member of a project, you will also receive a public starter profile once the starting phase begins. 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) Starters are hereby informed that in the event of support payments by users of the platform, a separate and independent contractual relationship (e.g. a gift, purchase, work or service contract) will arise with them ("funding contract"). Starters present

their project in terms of content and in the case of crowdfunding projects and if applicable additionally determine (for crowdfunding projects) the desired funding goal as well as the funding period. (See Fees).

(2) Startnext does not provide legal advice. Starters are therefore obliged to inform themselves about the legal requirements (e.g. revocation instructions, obligations on the statement of authorship) before starting the project. If starters do not have the necessary knowledge themselves, 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 this platform or from third parties.

(3) Starters are obliged to comply with all legal duties to provide information, particularly in relation to contracts for distance selling and electronic legal relations. This also includes the provision of a statement of authorship in accordance with statutory requirements. The platform itself provides information fields for this purpose when setting up a project.

(4) If a starter offers rewards outside of Germany or delivers to other countries — particularly to other Member States of the European Union — the obligations set out in paragraphs (2) and (3) shall apply accordingly to each such market. In relation to the platform operator, the starter shall be solely responsible for complying, at their own expense and under their own responsibility, with all legal requirements applicable in their country of establishment or activity, as well as in any market in which they offer and/or deliver goods or services.

This includes, in particular, but is not limited to:

- (a) any legal notice, provider identification, and other information obligations;
- (b) withdrawal, cancellation, and consumer information obligations, including the provision of withdrawal instructions, model withdrawal forms, or other legally required information, where necessary also in the respective consumer language;
- (c) compliance with all obligations relating to indirect and direct taxation, including, for example, any registration, reporting, and filing requirements;
- (d) product-specific obligations, in particular with respect to food, cosmetics, toys, medical devices, electrical equipment (including CE and WEEE requirements), textiles, data protection requirements, and the use of copyrighted content;

- (e) compliance with any cooperation and information obligations towards the platform, including, for example, obligations arising in connection with reporting requirements under DAC7 or comparable tax transparency regulations.

(6) With regard to further content requirements for projects, we recommend that starters refer to the guidelines that can be viewed here.

§4 Amendments after the start of the project

(1) The following applies to the processing of a project during the funding phase:

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

b) A subsequent amendment to a promised reward for agreed support payments always requires the consent of the relevant supporters. The request for supporter consent will be made by the starter, together with information about the amendment. If an individual supporter of a **crowdfunding project** does not respond, the offer of support is automatically rejected on the part of the starter and the corresponding support payment is transferred back or not collected at all. Any **express rewards** or rewards from **project shops** that have been booked can no longer be changed.

2) The funding phase can be extended up to a maximum of 150 days without the consent of existing supporters. A subsequent shortening of the funding phase is possible at any time and also does not require the separate consent of supporters.

(3) Regardless of the contractual consequences, a subsequent increase or reduction of the funding goal requires the consent of Startnext and will only be granted on condition that the starter informs supporters in a transparent manner about the reasons for the amendment to the funding goal.

§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. Only when the project enters the funding phase can you incur costs in accordance with Section 6. With regard to the costs and other services provided by Startnext, the individually agreed prices will apply.

§6 Costs of a project after the start of the funding phase

(1) The costs incurred when a crowdfunding project enters the funding phase are based on the price list valid at the start of the project. For project shops, however, the current prices of Startnext at the time of the order by the supporter apply. Startnext will provide notice of any planned price changes with effect for the future at least four weeks in advance under the above-mentioned link.

(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 phase 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 payments 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 phase

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

(2) The individual contract comes into effect with the execution of the change to the starting or funding phase. You can carry out this change independently. The change to the funding phase requires the successful completion of the verification and legitimation process (see Section 8).

§8 Verification and legitimation of starters, adding PayPal in the event of selection of express rewards or project shops

(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") or – if relevant – by PayPal.

(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 phase.

(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 sum of €2,500 is exceeded). We will inform you about the corresponding requested data by email and via a message in the protected area of your project.

(5) If Stripe or we ourselves (e.g. with regard to § 22f UStG [German sales tax legislation]) require documents and information, this may delay the collection of funds assigned to your project until successful confirmation by us or Stripe. As long as this information is missing, your project will not be eligible for disbursement.

(6) If starters include express rewards in the crowdfunding project or operate a project shop, they have the technical possibility to use PayPal as an additional means of payment. The exact procedure for this can be found in the corresponding function along with instructions on our website. The use of PayPal is subject to the supplementary contractual conditions of PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "PayPal").

§9 Implementation of the project (starting and funding phase in the case of crowdfunding projects or period of availability in the case of project shops)

(1) The "starting phase" precedes the funding phase. 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 draft project.

(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 during the starting phase 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 substantiate, 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 funding sum 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.

(5) In the case of a project shop, the starter can terminate the shop at any time with effect for the future or limit specific rewards if necessary.

§10 No deletion of active or successful crowdfunding projects

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

(2) Deactivating your project is a prerequisite for deleting your starter profile.

§11 Restriction of the visibility of a project by the starter

As the starter of an unsuccessfully completed crowdfunding project or a project shop you can limit its visibility and indexability in search engines so that your project can no longer be accessed by visitors and/or users.

§12 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 their page. The decision on 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 between the page owner and the starter concerning the possible co-funding.

(2) If a starter has acquired acceptance to a campaign or co-funding in an illegal or illegitimate manner (e.g. by providing false information, fictitious 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 such starters from the campaign and/or demanding the return of the co-funding.

§13 Obligation to provide project updates and clarification in case of non-performance of rewards

You are committed to us and also in the sense of a real contract in favor of third parties (§ 328 BGB) and in favor of your supporters to the following:

a) You will communicate truthfully and transparently with your supporters.

b) You will publish or send updates on the progress of your project to your supporters at regular intervals and at the latest when you are requested to do so by Startnext.

c) If there are problems and/or delays in the fulfillment of the contracts concluded with your supporters, you are obliged, irrespective of the legal assessment, to constantly and actively inform your 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.

§14 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 purpose of advertising 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 target group. 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). As far as this is necessary for the implementation of the platform's functions (e.g. on pages), this granting of rights also applies in favor of the individual page owner. Any royalties or license fees for the content made available on Startnext will be paid by you under your own responsibility.

(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 contribution.

§15 Advance assignment with regard to existing payout claims

(1) As a starter, you assign to us on a pro-rata basis your payment claims regarding the funding sum with the payment service provider up to the sum of our applicable claims (e.g. transaction fees and/or commission agreements).

(2) The remaining funding sum will be paid out to you as a starter by the payment service provider, after the deduction of any non-collectible contributions, cancellations and/or support payments affected by revocations. Non-collectible contributions arise,

for example, if the credit card of the particular supporter has expired and no updated payment information is provided.

§16 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 again do not make their support payments by the time disbursement maturity has been reached, Startnext will reduce the disbursable funding sum 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 support payment from the account you have deposited with us, or, if possible, withhold it from the next payment due and offset it against the applicable sum.

(3) Startnext will then provide the starter with all the information available to Startnext and relevant to the case regarding the chargeback or the return debit note in order to enable the starter to exercise any rights to which they may be entitled.

§17 Automatic deletion of projects in the draft or starting phase that are no longer in operation, and of starter data

Projects that are in the draft or starting phase and have not been worked on for more than 14 months will be automatically deleted. For this purpose, Startnext sends an email to the relevant starter 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).

The account data of the starter registered with Startnext will be deleted 30 days after disbursement or 30 days after the unsuccessful expiry of the funding phase.

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.

In other respects, we store the address, payment and order data of supporters in accordance with Section 7 Para. 3. of our privacy policy.

Valid from: October 2022