

Terms of use - Startnext

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

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This translation of Startnext GmbH's General Terms of Use is provided for information purposes only. The German original version, available at <https://www.startnext.com/info/agb/anb.html>, is the sole legally binding version. In the event of any discrepancy between this translation and the German version, the German version shall prevail.

§1 General

(1) We, Startnext GmbH, Grundstraße 1, 01326 Dresden, Federal Republic of Germany (also referred to below as "we", the "platform operator" or "Startnext") operate the online platform "Startnext" (also referred to below as the "platform"), through which natural persons and legal entities as well as partnerships with legal capacity can present projects to the public and have them financed by third parties, offer their own goods and services and support third-party projects 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. "Visitor": Person who visits the internet pages of our platform;
2. "User": Registered visitor.
3. "Starter": User who wishes to post a project on the platform and acquire supporters for it;
4. "Supporter": User who has supported one or more projects;
5. "Account": The internal assignment within the system of individual users and starters linked to their respective email addresses. Access to the account becomes possible by confirming the email address;

6. "Profile": Created when a user's own project moves into the starting phase and offering users as well as visitors insight into the individual presentation and showing them their own as well as supported projects;
7. "Open area": The pages of our platform which are freely accessible to all visitors;
8. "Protected area": All pages of our platform that are reserved for users only;
9. "Crowdfunding project": A starter's project for which financial support is sought with a time-limited funding phase;
10. "Project shop": The offer by a starter of goods and services without a time-limited funding phase or specification of a funding goal;
11. „Project": The presentation of a crowdfunding project or a project shop by a starter;
12. "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);
13. "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.
14. "Support payment": A fixed sum of money that can be assigned by supporters to a specific project (e.g. as a purchase price, other remuneration or even as a gift);
15. "Reward": Benefit from a starter to a supporter in the context of a project corresponding to a chosen support payment (e.g. naming in the booklet or purchase of a CD or other services provided by the starter);
16. "Express reward": Rewards within crowdfunding projects that can be provided regardless of the project's success and before it reaches disbursement maturity. The support payment is paid out to the starter on a weekly basis regardless of the project's success;
17. "Co-funding": Any monetary support provided by a page owner within the framework of a campaign;
18. "Funding sum": Total sum raised by a project based on support payments and possible co-funding;

19. "Funding goal": Sum of money that can be specified by starters on their own project page as the minimum amount required. The current minimum contribution can be found on the [Fees](#) page.;
20. "Funding level": The sum of money that is defined as a level after the funding goal has been reached. The success of the project is then independent of further funding levels being reached;
21. "Funding phase": The period of time during which visitors can allocate support payments to a crowdfunding project;
22. "Project success": The status that occurs when crowdfunding projects achieve the funding goal by the end of the funding phase;
23. "Disbursement maturity": The point in time from which a payment can be made to the starter, i.e. for crowdfunding projects after the project success stage and 14 days after the end of the funding phase and weekly in the case of project shops. However, for any project, this point in time will not be before the starter has successfully completed the identity and legitimation check required under money laundering law and has provided the information to be recorded in accordance with § 22f UStG (German sales tax legislation).
24. "Startnext App": a digital application or digital service provided by Startnext GmbH and expressly identified to users as a Startnext App. Startnext Apps may complement the platform or be offered as standalone services;
25. "Third-Party App": a digital application or digital service that is not operated by Startnext GmbH and may be connected to the platform via an API or other interface. Third-Party Apps are not Startnext Apps.

§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 users with an account.
- (3) We conduct public relations work for the platform. The type and scope of public relations work for our platform and/or the projects are at our free discretion.
- (4) You communicate with our platform using independent online access, for example via a web browser.
- (5) 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.

(6) We are entitled to employ third parties to provide our services.

§4 User registration, conclusion of contracts for the use of the platform

(1) The use of the protected area of our platform (e.g. for project creation, communication between supporters and starters, posts on the pinboard, presentations by a user as a starter within the individual profile, image upload) requires an account with Startnext. Registration is free of charge. To register, you 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 in accordance with Section 1, you will receive confirmation by email. The contract for the use of the platform is concluded by a click on the confirmation link contained in the email.

(3) An account is also created as soon as you support a project on Startnext. We save 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 gain access to your account. The contract for the use of the protected area is concluded when you click on the confirmation link it contains.

(4) Only natural persons with unlimited legal capacity or with limited legal capacity acting with the consent of their legal guardian are entitled to register and/or receive support payments. 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 expressly point out that a separate contract is concluded between the starter and the supporter for each support payment.

§ 5 Startnext Apps and Third-Party Apps

(1) In addition to the platform, Startnext may provide registered users with optional **Startnext Apps** within the meaning of these Terms.

(2) These General Terms of Use apply to all Startnext Apps. Any supplementary terms of use and privacy information will be made available in an appropriate manner before or at the commencement of use. Where explicit confirmation is required, this

will be indicated separately. The mere display of a notice does not constitute consent or acceptance.

(3) Paid services or services assigned to an organization or project may only be activated by duly authorized persons. Where Startnext processes personal data on behalf of a project organization, the applicable **Data Processing Agreement (DPA)** must also be concluded.

(4) Startnext may further develop, expand, replace, or discontinue Startnext Apps, provided that this is reasonable for users and does not remove essential contractual obligations without giving due consideration to their legitimate interests.

(5) Additional terms may apply to Startnext Apps or features expressly designated as **beta** or **test** offerings. The nature, scope, and availability of such offerings may change at any time. Mandatory statutory rights remain unaffected.

(6) **Third-Party Apps** are operated by legally independent third-party providers and are not Startnext Apps. The respective third-party provider is generally responsible for the provision, content, design, and availability of its application, as well as for any subsequent processing of personal data. The third-party provider's own terms and privacy policy shall apply.

(7) The provision of a technical connection to a Third-Party App does not constitute a review, endorsement, commissioning, or assumption of responsibility for that application by Startnext, unless Startnext expressly states otherwise. Startnext's statutory responsibilities for the operation and security of its own platform and API, as well as for its own processing of personal data, remain unaffected.

(8) Before connecting to a Third-Party App, the identity of the operator, the requested permissions, the categories of data concerned, the applicable terms and privacy information of the third-party provider, and the possibility of revoking the connection will be presented in an appropriate manner.

§6 Obligation of starters to provide information about statutory rights of revocation or other consumer information

When concluding the individual contracts concerning support payments (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 their assertion. We are legally third parties in this respect.

§7 Contractual relationships between starters and supporters, conclusion of contracts between starters and supporters, rewards, a contractual right of

withdrawal for Starters until the occurrence of disbursement maturity in the case of crowdfunding projects

(1) Starters can offer supporters benefits in the form of rewards in order to attract and initiate contracts for support payments.

(2) By providing support payments, (e.g. a support gift or donation without a reward, or a purchase or service contract), a supporter makes a valid offer to a starter to enter into a contractual relationship independently of Startnext for a reasonable period of time corresponding to the nature of the individual reward. In the case of a support payment for a crowdfunding project (with the exception of express rewards) this period is for the duration of the funding phase. As a supporter, you can choose your preferred reward for a project or, in the case of support payments without reciprocal benefits, you can opt to contribute a specific sum of money. An overview will then open where you can check again whether the data you have entered are correct and you can change your selection. By clicking on the "continue to payment" button, you will be given the option of logging in or continuing as a guest. Depending on availability, you will alternatively be offered so-called "1-click payment methods" such as "PayPal", "Google Pay" or "Apple Pay", in which you will be redirected to the provider of the payment system and can select your addresses and payment methods there as well as confirming your support payment by clicking on the payment button. You will then be redirected back to Startnext.

(3) As a guest, you select the desired payment method and, if necessary, enter the address data required of you. The financial contribution you have entered will be assigned to the project after you have clicked on the "support now" button. After submitting your offer, you will receive an email with the most important contract details.

(4) For crowdfunding projects, starters accept the offer of the individual supporters as soon as the project starts (project success). The suspensive condition does not apply to express rewards or project shops. In the latter cases, acceptance is tacitly declared at the latest when the support payment is collected, unless acceptance is expressly declared in advance.

(5) Until the project success stage, a starter can cancel a crowdfunding project at any time or reject individual or multiple support payments (referred to below as "starter withdrawal"). In the event of a starter withdrawal, the support payment offers already provided will not be collected and any contributions that have already been paid will be returned.

(6) Starters have no right of withdrawal in the case of express rewards or project shops.

(7) The necessary data for the fulfillment of the agreements concluded in accordance with the preceding paragraphs will generally only be transmitted to starters of crowdfunding projects once the minimum amount has been reached. However, in the case of projects without a minimum amount, express rewards, or contracts concluded as part of project shops, the data for fulfillment will be transmitted immediately after the respective order has been placed.

(8) 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](#).

(9) Until the satisfactory fulfillment of the contracts concluded with supporters, starters are obliged to provide supporters with truthful and transparent information to a reasonable extent and in all cases concerning unanswered queries from the supporters. They must also provide information about the progress of the implementation of the project and, if applicable, about any problems that may arise.

§8 Contractual right of withdrawal as a supporter limited in terms of time

(1) As a supporter of a crowdfunding project, you can cancel your support payment until it is being charged, regardless of whether you are also entitled to a statutory right of revocation (§§ 355, 13 BGB [German Civil Code]). This contractual right of withdrawal (hereinafter referred to as the "cancellation") must be declared to the starter via the relevant technological feature of the platform. This can be found in your user account or via the link in the email of your support payment confirmation.

(2) However, if (irrespective of Section 1) you illegally contest your support payment for 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 phase, your cancellation (see Section 1) will only be displayed to the starter in the protected area of the project and will no longer appear in the public project display.

(4) Any other rights of the supporter (including rights that go beyond this) (e.g. consumer rights of revocation) remain unaffected by this paragraph.

§9 Choice of payment method and implementation of support payments 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), project type (crowdfunding project or project shop) and type of reward (e.g. reward or express reward).

(2) For the processing of payments, Startnext has integrated the payment service provider Stripe Technology Europe Ltd based in Ireland (hereinafter "Stripe") and PayPal S.à r.l. et Cie, S.C.A. based in Luxembourg (hereinafter "PayPal").

(3) Stripe will hold payments made by supporters of crowdfunding projects in the starter's client money account until the funds are ready to be disbursed and in accordance with the supplementary agreement concluded with Stripe (available [here](#)).

(4) The timing of the collection of your payment for crowdfunding projects varies depending on the payment method.

a) Stripe collects support payments in the form of credit card as well as direct debit payments after project success has been reached and on the instructions of the starter.

(b) The credit card or bank account used for support payments in a crowdfunding project will not be charged until the project reaches the project success stage. Payments for express rewards will be forwarded regardless of the success of the project.

(c) However, in certain cases related to your payment method (e.g. GooglePay or ApplePay), Startnext's payment service provider will pre-debit or debit your account using your preferred payment method on a pro-rata basis (e.g. 0–1€) before the end of the funding phase.

(5) If express rewards have been selected in crowdfunding projects or project shops, your payment will be transferred immediately or made directly via Giropay services when the order is placed. If credit card or direct debit has been specified as the payment method, your payment will be collected no later than the next day of business.

(6) If you decide to pay via PayPal in the case of express rewards or project shops, the payment will be transferred directly from your PayPal account to the PayPal account of the starter.

§10 Payment of the support sum to starters when disbursement maturity is reached, exceptions for express rewards and project shops

(1) If the funding goal of a crowdfunding project is reached before the end of the funding phase, the starter may achieve excess funding if further support payments are received.

(2) If, in the case of crowdfunding projects, at least the funding goal is reached during the funding phase and all other conditions for disbursement maturity have been met, starters will receive access to the sum of money to which they are entitled no earlier than 14 days after the project success stage has been reached. The sum of support payments originally received may already have been reduced by any cancellations declared, payments that cannot be collected from supporters or revocations by supporters.

(3) However, in the case of express rewards and project shops, in derogation of Section 2 above, starters will receive a weekly payout of the funds held in their client money account with Stripe. The sum of support payments originally received may by this time already have been reduced by any cancellations declared, payments that cannot be collected from supporters or revocations by supporters.

§11 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, particularly concerning the 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 payments);
2. to refrain from registering a second time;
3. to not enter any usernames that are offensive or illegal (e.g. in terms of trademark or personal rights);
4. to immediately correct any requested data which has subsequently changed using the administrative function of our platform provided for this purpose;
5. to make sure that your email 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 misuse of your access data or User account, or if there are indications of imminent misuse;

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 content 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 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.

§12 Copyrights and other proprietary rights with regard to user-generated content on our platform

(1) In the event that you enter content on our platform via your 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, but pseudonymized with regard to the name. You irrevocably grant a simple and free 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 exploit such data beyond the rights of use granted by us or the respective rights holder in the individual case, in particular not to copy, process and/or distribute such data. This applies in particular to our rights as a database producer in accordance with §§ 87c et seq. UrhG (German 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.

§13 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).

§14 Liability clause

(1) We will 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 are obliged to back up your data according to the latest technical developments.

(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 preceding paragraphs of Section 13 (Liability) do not apply in the case of injury to life, limb, health and claims under product liability legislation.

§15 Termination and deletion of an account 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:

1. you are a starter and have an active or successful project;
2. the project you are supporting has not yet reached disbursement 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 profile 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.

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

Projects can still be accessed by visitors after the end of the funding phase. 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.

§17 Changes to our General Terms of Use

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

(2) In this case, we will inform users of the proposed amendment in text form (e.g. by email), stating the reason and the specific scope. The changes will be considered approved by the individual user if they are not objected to in at least text form. We will draw the attention of users to this consequence in the amendment notification. The objection must be received by us within six weeks of receipt of the notification of the amendment. If a user exercises their right of objection, the proposed amendment will be considered to have been rejected. In the event of rejection, the user who objects must expect Startnext to affect ordinary termination of the contract within the meaning of Section 14.

§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 their 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.