

Note: For reasons of better legibility, the simultaneous use of male and female language forms is not used. All personal designations are valid for both sexes.

## **General Information Contract Conditions**

between

**you**

(henceforth: Information Orderer)

and

**PüttmannsHof UG "haftungsbeschränkt"**

Am Kickenberg, 2

57368 Lennestadt

Deutschland

(henceforth: Portal Operator)

## **Preamble**

The PüttmannsHof UG "haftungsbeschränkt" pursues its activities in the information industry, fulfils the creation and commercialisation of websites, videos, marketing systems and services and sells digital information products on the Internet.

SMART TRADE SOLUTIONS LTD undertakes to the information orderers to provide them regularly with training and information material, with general tips, hints and information.

The goal is to procure time for companies and to support them in doing what they have set out to do. For this purpose, PüttmannsHof UG "haftungsbeschränkt" offers an information agreement.

Here four essential contract components are particularly important:

Firstly, the offer to conclude an information agreement is aimed at companies and private individuals.

Secondly, the subject matter of the respective information agreement is determined by the specific order and additionally by these General Information Conditions (GIB).

Thirdly, the information customer can informally terminate the contract at any time and without giving reasons.

Fourthly, this information service is free of charge.

Any further use of personal data and the collection of additional information requires the regular consent of the person concerned.

## **§ 1 Subject matter of the contract, obligations of the portal operator**

- (1) The object of the agreement is for the portal operator to provide the information customer with information via all conceivable contact channels (letter post, SMS, e-mail, social networks and comparable contact channels).

In principle, the topics of this information are determined by the concrete information agreement (product and/or service description).

In any case, however, this can be information from the following subject areas:

Portal operator Product updates, application of products of the portal operator, information on the topics: Digital currencies and technologies, blockchain, general marketing, network marketing, affiliate marketing, social networks, referral marketing, personality development, success, seminars/webinars, recommendations for suitable third-party products and related and comparable topics.

- (2) With regard to paragraph 1, the portal operator is also obliged, among other things, to deliver the contractual information in social networks and comparable contact channels. To this end, the portal operator is obliged, as far as technically possible, to upload the e-mail address to a "custom audience" on Facebook or to a "similar audience" on Google and, as far as possible, to also deliver information there. This applies subject to the provision in section 3.
- (3) The portal operator is also obliged to exclude the information customer, if he has already registered for a webinar or similar events or products, for example, within the framework of the technical possibilities of advertisements for potential new webinars, events and products on Facebook or Google. To this end, the portal operator must upload the e-mail address to a "custom audience" on Facebook or to a "similar audience" on Google. In the case of advertisements for potential new participants, information orderers are excluded.
- (4) There is no right to cover all these topics.
- (5) Furthermore, the portal operator does not owe any advice or the examination of this information for correctness of content, but only the sending of the information.

## **§ 2 Conclusion of Contract**

The information agreement is concluded when the information customer either actively clicks digitally on a pre-formulated declaration of consent, in writing or in any other clear (including implied) form requests a service from the portal operator whose product or service description refers to the conclusion of an information agreement.

## **§ 3 Non-remuneration**

The information customer does not have to pay any money to receive the information.

#### **§ 4 Termination of the Information Agreement**

Both contracting parties can terminate the agreement at any time, without giving reasons and without observing a deadline.

#### **§ 5 Liability**

- (1) The portal operator is liable without limitation only for intent and gross negligence.
- (2) For simple negligence the portal operator is liable - except in the case of injury to life, body or health - only if essential contractual obligations (cardinal obligations) are violated.
- (3) Liability for indirect and unforeseeable damage, loss of production and use, loss of profit, loss of savings and financial loss due to claims by third parties is excluded in the case of simple negligence - except in the case of injury to life, limb or health.
- (4) Any further liability than in this agreement - regardless of the legal nature of the asserted claim - is excluded. The foregoing limitations or exclusions of liability shall not, however, apply to strict liability prescribed by law (e.g. in accordance with the Product Liability Act) or to liability arising from a strict guarantee.
- (5) As far as the liability according to sections 2 and 3 is excluded or limited, this also applies to the personal liability of the employees, representatives, organs and vicarious agents of the portal operator.

#### **§ 6 Subject to Change**

The portal operator is entitled to unilaterally change this general information agreement if this is necessary to eliminate subsequently arising equivalence disturbances or to adapt to changed legal or technical framework conditions or to expand the range of information or the information channels.

The information orderer will be informed of any changes by informing the last known e-mail address of the content of the changed regulations. The change becomes part of the contract if the information customer does not object to the inclusion in the contractual relationship of the portal operator in writing or text form within six weeks of receipt according to the portal operator information agreement § 4 of the change notification.

## **Legal Basis**

Consent under the EU data protection basis

Art. 6 Abs. 1 lit. a DSGVO

Art. 7 Abs. 1 DSGVO

Art.4 Nr. 11 DSGVO