

Terms of Use

For the use of the digital sales platform “fruits”

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Terms of Use

For the use of the digital sales platform "fruits" of fruits GmbH Register court: Munich District Court, register number HRB 276411, represented by Managing Director Dr. Fabian Heuschele, Liebigstraße 8, D-80538 Munich, VAT ID No.: DE353596041 Email: hello@fruits.co (hereinafter: “Provider”)

1 Item and Range

1.1 These terms of use specify the use of the digital sales platform “fruits” operated by the provider, which can be accessed at <https://fruits.co/> or other domains and via the fruits app (hereinafter “fruits”). They apply to services on fruits or in connection with fruits, insofar as these are provided by the provider.

1.2 fruits is a digital sales platform on which people who have registered with fruits and created a profile (hereinafter “users”) can network with other users and publish and share content (e.g. sale of domains). fruits is aimed at users who create content (e.g. offer domains) and want to make it available to other users on “fruits” (hereinafter “seller”) and users who want to consume and/or buy the content from the sellers e.g. buy domains (hereinafter “buyer”). Each user can be both a seller and a buyer. A prior specification by the user is not required. Users can be both seller and buyer.

1.3 In order to use fruits, the user must have an internet connection with the required bandwidth. The required bandwidth depends in particular on the type of content provided. The use of fruits also requires a standard browser (e.g. Google Chrome or Safari) in the latest version. If the user's equipment does not meet these requirements, he may not be able to use fruits or not to the full extent. The provider does not owe any uninterrupted availability of fruits.

2 Services of the Provider

2.1 With fruits, the provider provides a digital sales platform esp. for selling and buying domains.

2.2 The provider is entitled to further develop fruits at its own discretion in order to add new functions and improve existing functions. The provider always provides the user with the latest version of fruits.

3 Registration and conclusion of contract, contract language and customer service

3.1 In order to use fruits, the user concludes a usage contract with the provider, which is based on these terms of use. In order to set up a user account, the user must be a natural person, be at least 18 years of age and have legal capacity. In the case of a legal entity, the contract of use must be concluded by a person with unlimited legal capacity who is entitled to represent the user in legal transactions. Each user may only set up one user account. All information that the user provides on fruits must be complete and truthful. If individual details change, the user will correct them immediately.

3.2 The user can set up a user account on fruits under “Register”. To do this, the user enters his e-mail address and sets a password (hereinafter “access data”), fills in the other fields marked as mandatory and clicks on “Register”.

3.3 After the user clicks on “Register”, the provider sends an email to the email address provided by the user. In the e-mail, the user is asked to click on a registration link. By clicking on the registration link, the user confirms that they have access to the email address provided. By clicking on the registration link, the user submits an offer to conclude a usage contract.

3.4 The provider can accept the user's offer by confirming the creation of the user account for the customer. The confirmation can take the form of a display on the user's screen and/or by e-mail. The user has no legal claim to the conclusion of a usage contract. The provider can reject the user's offer without justification. The provider can make acceptance dependent on the verification of the information (e.g. by sending a code by SMS or postcard).

3.5 The user does not incur any costs for registering, creating and maintaining a profile with fruits.

3.6 German and English are available as contract languages for the conclusion of the contract. Before completing the registration, the user is given the opportunity to download these terms of use as a PDF document. In addition, the provider saves the text of the contract and makes it available at <https://fruits.de/tos>.

3.7 The Provider's customer service can be reached at the above contact details from Monday to Friday, 09:00 - 17:00 CET.

4 Access Data

4.1 In order to use fruits, the user must log in with their access data.

4.2 The user is responsible for protecting the access data. They are to be kept secret and may not be made accessible to third parties without the express consent of the provider. The user is aware that third parties who know the access data can act improperly on behalf of the user at fruits. If the user finds out or suspects that his access data is being used by third parties, he either changes his access data in his user account immediately or informs the provider immediately of the suspicion.

4.3 If there is reasonable suspicion of misuse of the user's access data, in particular if this was reported by the user himself, the provider is entitled to immediately temporarily block access or - in cases of culpable action by the customer - to extraordinary termination. The provider informs the user immediately in text form about the blocking of the access data.

5 Content

5.1 Posting Content

5.1.1 Each seller may make content available on fruits for buyers to access.

5.1.2 The seller and/or the Provider can determine that individual content is only available to certain users or user groups.

5.1.3 Content may only be uploaded for the purpose of publication for third parties. The seller is not permitted to use fruits as a storage medium, e.g. to save their own documents.

5.2 Paid Content / Seller Pass

5.2.1 The Provider gives a limited number of sellers permission to upload content to fruits for a fee (hereinafter "seller Pass"). Provider also allows select sellers to award seller Passes to other sellers (hereinafter "seller

Pass Invites"). The number of seller Passes and whether and, if so, how many seller Pass Invites a seller can issue are at the sole discretion of the Provider. A seller Pass is only valid for the respective seller personally and cannot be transferred to third parties. The seller is not permitted to demand a fee or any other compensation for issuing a seller Pass Invite.

5.2.2 The Provider is entitled at any time, at its own discretion, to revoke existing seller Passes or to limit their scope. In particular, the Provider may revoke or limit existing seller Passes if the Provider suspects that the seller has received or paid a fee or other remuneration for the seller Pass Invite or that the seller has posted illegal content within the meaning of Section 5.4 on fruits.

5.2.3 If the seller is in possession of a valid seller Pass, he can determine that individual content (hereinafter "Individual Access") and / or access to the entire profile of the seller (hereinafter "Subscription") is only made accessible to users against payment of a fee (hereinafter "Paid Content").

5.2.4 The seller determines the amount of the fee for paid content himself. For individual requests, the price is to be paid once. The price for the paid content is due for payment in advance. As a means of payment, the buyer can choose between the payment options listed on fruits under the link "Means of payment".

5.2.5 In order to access the paid content, the buyer concludes a separate contract with the seller for the provision of the paid content (hereinafter "content contract"). The posting of paid content on fruits is a legally binding offer by the seller to conclude a content contract. The buyer can accept the seller's offer by completing the ordering process and clicking on "Order for a fee".

5.2.6 In the case of individual calls, payment is due immediately after conclusion of the content contract or, in the case of a subscription, at the beginning of the respective payment period. The seller concludes the content contract in his own name and for his own account. The provider only mediates the conclusion of the contract between buyer and seller. There is no direct contractual relationship between the provider and the buyer regarding the provision of content.

5.2.7 The seller irrevocably instructs the Provider and agrees that the Provider accepts payments for the compensation from the buyers for and on behalf of the seller in a debt-discharging manner.

5.2.8 By taking out a subscription, the buyer is not entitled to certain content being made publicly accessible to them during the subscription.

5.2.9 Consumers cannot act as sellers who provide paid content.

5.2.10 When using paid content, the buyer has a right of withdrawal from the seller, provided that he is acting as a consumer. If the buyer notifies the provider of his decision to withdraw from the contract, the provider acts as the seller's receiving agent and forwards the cancellation to the seller within a reasonable period of time. Details on the right of cancellation and its exercise can be found in the cancellation policy in Annex 1. The user can only make use of paid content if he agrees in advance that the provider starts executing the contract for the provision of the paid content before the end of the cancellation period and confirms that he is aware that he loses his right of withdrawal through his consent at the beginning of the execution of the contract.

5.3 Seller Fees

5.3.1 If a buyer concludes a content contract with the seller, the provider returns the net price minus a commission of 9.9% percent of the gross price that the buyer pays for the paid content (hereinafter "fruits fee")

to the seller. However, the fruits fee is at least €1 (if the currency is US dollars, this part of the commission is \$1.00). The provider's claim to the fruits fee arises with the conclusion of the content contract. The entitlement to the fruits fee also remains in full if the buyer makes use of his right of withdrawal, withdraws from the contract or terminates the contract prematurely for other reasons that are not the responsibility of the provider. The net price is the amount paid by the Fan less VAT (if VAT is applicable), the fruits Fee, any commission which the Provider owes to third parties for the Creator's Paid Content, in particular affiliate commission, and also any costs incurred to the Provider for handling the payment.

5.3.2 The provider will provide the seller with a statement in text form for each month in which the provider has concluded a content contract for paid content from the seller. The provider sends the statement at the beginning of the calendar month following the conclusion of the content contract. The provider agrees to the electronic transmission of the statement.

5.3.3 Credit is always paid out on the 15th of a calendar month to the bank account specified by the seller. The provider reserves the right to only pay out credit to the seller if this amounts to at least EUR 100.00. The seller can only offset the Provider's commission claim with claims that are undisputed or have been legally established.

5.3.4 The provider can make the payment of credit dependent on the previous clear and unequivocal identification of the seller.

5.3.5 Insofar as paid services in Europe are subject to sales tax, the provider pays the sales tax in the name of and on behalf of the seller to the responsible tax office. In addition, the seller is responsible for compliance with the tax regulations applicable to him.

5.3.6 For payouts to seller bank accounts outside the Euro-region, additional service charges (e.g. currency exchange fees or Stripe international transfer fees) may apply. These fees are charged directly by the payment provider and will be automatically deducted from the payout amount to the seller, without any additional surcharge by the provider.

5.4 Illegal Content

5.4.1 Users may not post any content to fruits that contradicts the applicable legal requirements or these Terms of Use or violates the rights of third parties (hereinafter "illegal content"). The user is responsible for not posting any illegal content on fruits.

5.4.2 Illegal content is in particular content that disparage, slander or insult other users or other third parties, violate youth protection laws, data protection regulations and/or other laws, are likely to disrupt the smooth running of fruits or to impair the operation of fruits, are protected by law or are encumbered with the rights of third parties, spread malicious software, harass other users, are lewd, sexual or obscene, contain racist or bigoted language, or promote or support physical violence and hatred.

5.4.3 fruits is entitled to delete illegal content from fruits at any time and without warning. In cases of doubt, fruits can ask the user who posted the content to comment and block the content in question until the user has dispelled all doubts that the content is illegal content.

5.4.4 The provider does not check whether the content could be illegal content. If the user becomes aware of illegal content on fruits, he can contact the provider using the contact details given in the imprint.

5.4.5 The user indemnifies the provider on first request from all claims that arise for the provider due to the publication of illegal content. The exemption includes all costs incurred by the provider as a result of the examination and, if necessary, defense of the claims, including the costs of appropriate legal action.

6. Lease-to-Own Domain Purchase

6.1 Definition

Lease-to-Own (LTO) plans allow domain name buyers to acquire domain names through incremental payments over an agreed period. Under an LTO agreement, the domain name is held under control until final payment, buyers receive use rights after initial installment, ownership transfers after completion of all payments, and delayed payment, non-payment or cancellation may lead to reversion to the seller and forfeiture of payments. Buyers may terminate payments at any time without further obligation but forfeit payments already made and rights to the domain name. Your domain name must have a buy-now price set, with a minimum price of 500 USD or EUR. The seller is obliged to use only the fruits DNS servers (ns1.gofruits.co, ns2.gofruits.co) during the LTO-purchase period.

6.2 Pricing and Commission Structure

The LTO pricing structure incorporates discounts on seller commissions and buyer price markups, based on the duration of the LTO plan. Reduced Seller Commission: 2-12 months: 9.0%; 13-24 months: 7.4%; 25-36 months: 4.9%; 37+ months: 3.0%. Buyer Price Markup: 2-12 months: 2.5%; 13-24 months: 7.5%; 25-36 months: 12.5%; 37+ months: 20%.

6.3 Protection of Domain

The buyer agrees to use the domain name in compliance with applicable laws and regulations and to avoid diminishing its value. Prohibited uses include legal violations, fraudulent or unlawful activities, pornographic content, promotion of racism or hatred, intellectual property infringement, use of personal media without permission, information on illegal activities, unauthorized commercial activities, malicious code, aggressive SEO practices, spam activities or fraudulent misuse. Any breach may result in immediate termination, forfeiture of payments and reversion of the domain to the seller. The buyer indemnifies fruits GmbH against claims arising from prohibited uses.

7 Domain Parking

7.1 fruits offers an optional domain parking service that allows Sellers to monetize natural visitor traffic by pointing domains to fruits' parking infrastructure, which uses exclusive RSOC advertising feeds, AI-based optimization and content-rich parking pages. Revenues depend on the domain's traffic and performance and are not guaranteed.

7.2 To participate in domain parking, the Seller must upload the domain to the fruits parking interface, point the domain to the fruits nameservers specified by fruits, and select the "Park Domain" option in the Seller's dashboard. fruits may accept or reject any domain for parking at its sole discretion.

7.3 Parking performance requires a minimum level of traffic. As general guidelines, domains should generate at least 5 views per day, 25 views per week, 75 views per month, or 200 views over 90 days. These guidelines do not create any right to activation or continued participation in the domain parking program.

7.4 All parking revenue and performance data are reported in the fruits dashboard and may be adjusted for invalid traffic, advertiser deductions, clipping, feed corrections, clawbacks or other adjustments as determined by fruits in its reasonable business judgment. fruits does not guarantee any level of traffic, revenue, or earnings from domain parking.

7.5 fruits aggregates monthly earnings from parked domains per Seller and pays net earnings between the 20th and 25th of the following month. Payments are subject to any applicable minimum payout thresholds displayed in the dashboard. fruits may withhold or adjust payments for fraud, invalid traffic, advertiser clawbacks, compliance issues or legal risk.

7.6 Sellers agree not to send or permit bot, incentivized, paid, manipulated or abusive traffic, trademark-infringing content or other prohibited traffic; fruits may suspend or terminate parking participation and adjust or withhold earnings for violations.

7.7 fruits is only obligated to pay out parking revenue once the total credit due to the seller reaches a minimum of €100 or the equivalent amount in another currency. Amounts below this threshold will remain in the seller's balance until the minimum payout amount is reached.

8 Use Rights

8.1 Granting of Rights of Use to Buyers

8.1.1 The content on fruits is subject to copyright protection. The buyer is obliged to protect all applicable property rights, in particular copyright and other commercial property rights.

8.1.2 The provider grants the buyers the simple, revocable, non-transferrable and non-sublicensable right to use the content that the buyer can access on fruits for personal, non-commercial purposes.

8.1.3 Insofar as regular remuneration is to be paid for the use of paid content, the right of use is limited in time to the duration for which the buyer has paid the regular remuneration in advance.

8.1.4 The buyer is not entitled at any time to use the content for purposes other than personal. In particular, the buyer is not permitted to make the content available to third parties or to publish it.

8.2 Grant of Use Rights by Seller

8.2.1 By posting content on fruits, a seller warrants that he is entitled to grant the provider rights of use to the extent described below.

8.2.2 The seller grants the Provider the non-exclusive, sub-licensable and transferable right, unrestricted in terms of space and content, to use the content to the extent necessary to grant the buyers rights of use and/or in any other way to make it available on fruits.

8.3 Publication of Transaction Data

8.3.1 Purpose of Publication: The provider reserves the right to publish anonymized transaction data (e.g., domain name, transaction date, sales price, and the provider as the payment platform). This data is used solely to promote and enhance the visibility of the platform and its services on external websites and blogs.

8.3.2 Anonymity and Data Protection: Personal data, such as the names of buyers or sellers, will not be disclosed or shared with third parties under any circumstances. The provider ensures full compliance with the General Data Protection Regulation (GDPR) at all times.

8.3.3 Consent: By using the services of the provider, buyers and sellers agree to the use of anonymized transaction data for the purposes stated above.

8.3.4 Objection: If a buyer or seller wishes to object to the anonymized publication, a written notice must be sent to the provider. This objection must be submitted within 48 hours of completing the domain purchase; otherwise, it cannot be considered.

9 Domain Transfer and Consequences of Non-Cooperation

9.1 Buyer's Obligations for Domain Transfer

Upon full payment of the purchase price, the Buyer shall initiate the domain transfer to the designated registrar within 60 days and duly complete all required steps.

9.2 Reminders and Definition of Failed Transfer

If the transfer is not completed within the period set out in 8.1, we will send at least two reminder notifications to the email address provided by the Buyer. If the Buyer fails to respond or otherwise neglects the required cooperation, the transaction shall be deemed a "Failed Transfer."

9.3 Legal Consequences of a Failed Transfer

In the event of a Failed Transfer, we are entitled to withdraw from the purchase contract, re-list or resell the domain and/or temporarily transfer the domain to an internal holding account for safekeeping, if contractually permitted. During safekeeping, renewal or administrative fees may apply, which shall be borne by the Buyer.

9.4 Non-Renewal and Deletion

If safekeeping is not desired or is economically unreasonable, we are entitled not to renew the domain. Deletion will then occur in accordance with the applicable registry lifecycle. A final loss of the domain may only occur after expiration of the Redemption Grace Period.

10 Obligations and Obligations of the User

10.1 It is the user's responsibility to back up the information, documents and content stored on fruits at regular intervals on their own storage media.

10.2 fruits enables the user to send private messages. The user is solely responsible for the private messages he sends. There is no legality check by the provider.

10.3 The user is prohibited from sending unsolicited advertising e-mails (spam) as private messages, manipulating fruits, using malware, or retrieving content automatically, in bulk, or storing it elsewhere.

10.4 If the user culpably violates obligations and the provider is claimed by third parties for this reason, the user shall indemnify the provider at first request from all third-party claims and costs.

11 Privacy

11.1 When executing the contract of use, the provider and the user observe the requirements of the applicable data protection law, in particular the General Data Protection Regulation and the Federal Data Protection Act.

11.2 In the course of providing fruits and fulfilling the contract of use, fruits processes the user's personal data to the extent described in the data protection declaration.

12 Termination of Membership

12.1 The user can terminate the user contract at any time with immediate effect and without giving reasons by deleting his user account.

12.2 fruits can terminate the contract of use at any time with a notice period of 14 days in text form without giving reasons.

12.3 Both parties can terminate the contract of use at any time with immediate effect for an important reason.

12.4 Upon termination of the contract of use, the provider irrevocably deletes the user's user account. With the deletion of the user account, the user loses the right to access content at fruits.

13 Warranty and Liability

13.1 The provider guarantees that fruits is free from defects. Otherwise, the provider's warranty is based on the statutory provisions of the German Civil Code. Insofar as the provider provides the services free of charge, he is only responsible for intent and gross negligence.

13.2 In the case of damage caused by the loss of data, the provider is not liable if and to the extent that the damage could have been avoided by regular and complete backup of the content by the user.

13.3 Claims for damages due to breach of duty and tort as well as claims for reimbursement of futile expenses are excluded against the provider and his vicarious agents subject to the following exceptions.

13.4 The above limitations of liability do not apply if the damage was caused intentionally or through gross negligence and in cases of breach of essential contractual obligations, damage resulting from injury to life, limb or health, lack of a guaranteed property or liability under the Product Liability Act.

14 Link to OS platform

Link to the OS platform in accordance with Article 14 Paragraph 1 of Regulation EU No. 524/2013:

<http://ec.europa.eu/consumers/odr/> The provider is neither legally obliged nor willing to participate in dispute settlement proceedings before a consumer arbitration board.

15 Final Provisions

15.1 In the event that individual provisions of these conditions are or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected.

15.2 These conditions are subject to the law of the Federal Republic of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German international private law.

15.3 The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is Munich.

Appendix 1: Information on the right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day the contract was concluded. In order to exercise your right of withdrawal, you must inform us, fruits GmbH, Liebigstraße 8, D-80538 Munich; E-mail: hello@fruits.co, by means of a clear statement of your decision to withdraw from this contract.

Consequences of the revocation

If you revoke this contract, we have all payments that we have received from you, including delivery costs, to repay immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation.

Expiration of the right of withdrawal

The right of withdrawal expires in the case of a contract for the delivery of digital content that is not on a physical data carrier in accordance with Section 356 (5) BGB if fruits has started to execute the contract after the user has expressly agreed and confirmed his knowledge that he loses his right of cancellation.