

Terms of Service

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Privacy Policy Imprint

Important note: The German version of the Terms and Conditions and the Privacy Policy sets out the terms of our business relationship. This translated version is provided for easier understanding and was translated using an online translator. For the German version, please switch to the German Terms and Conditions and Privacy Policy on this page.

GTC

General Terms and Conditions for the store system "Orderlion" and related services and products of Orderlion GmbH ("Provider").

1. Validity, conclusion of contract

The company Orderlion GmbH (hereinafter "Provider") provides its services exclusively on the basis of the following General Terms and Conditions (GTC). These apply to all legal relationships between the provider and the customer, even if they are not expressly referred to.

These contractual terms and conditions apply to the use of the provider's software in accordance with the current product description and order sheet as software as a service ("SaaS") or cloud offering.

The version valid at the time of the conclusion of the contract shall be authoritative in each case. Deviations from these as well as other supplementary agreements with the customer are only effective if they are confirmed in writing by the provider.

Any terms and conditions of the customer are not accepted, even if known, unless otherwise expressly agreed in writing in individual cases. The provider expressly objects to the customer's GTC. A further objection to the terms and conditions of the customer by the provider is not required.

Changes to the GTC shall be notified to the customer and shall be deemed agreed if the customer does not object to the changed GTC in writing within 14 days; the customer shall be expressly informed of the significance of silence in the notification.

If individual provisions of these General Terms and Conditions are invalid, this shall not affect the binding nature of the remaining provisions and the contracts concluded on their basis. The invalid provision shall be replaced by a valid one that comes closest to the meaning and purpose.

The offers of the provider are subject to change and non-binding.

The software is operated by the provider as a SaaS or cloud solution. The customer is enabled to use the software stored and running on the servers of the provider or a service provider commissioned by the provider via an Internet connection during the term of this contract for his own purposes and to store and process his data with its help.

2. Type and scope of the service

The Provider shall make the Software available to the Customer for use in the respective agreed version at the router exit of the data centre in which the server with the Software is located ("handover point"). The software, the computing power required for use and the required storage and data processing space shall be provided by the Provider. The Provider does not owe the establishment and maintenance of the data connection between the Customer's IT systems and the described handover point.

2.1 Scope of functions

Orderlion, in collaboration with the customer based on the concluded purchase agreement, provides the Orderlion ordering system for order processing by the customer as follows:

- Display of the range of items
- Display of promotions
- Display of non-listed / list / customer-specific prices
- Possibility to compile favourite lists
- Shopping cart displays
- Uploading and sharing of documents

Furthermore, provided that there is an EDI connection between the customer and Orderlion, the following functions are made available to the customer:

- Transmission of placed orders via EDI or email
- Automated processing and import of orders from various sources such as email, voicemail
- Setting of delivery days per purchaser and location
- Setting of minimum order values per purchaser and location
- Option to display or hide item prices
- Automatic uploading of documents
- Invitation management of and communication to purchasers

2.2 Scope of services

2.2.1 Ongoing software maintenance:

- Provision of ongoing software updates: When updating the portal, care is taken to avoid "downtimes" (limited usage options) as far as possible (master/slave principle).
- the installation of security updates
- the availability of the software at 98% on an annual average in accordance with the currently applicable manufacturer specifications

2.2.2 Maintaining EDI connections

2.2.3. Support

- Enquiries by e-mail to support.uk@orderlion.com or by phone to +49 30 52001660 (Germany) and +43 664 / 872 4343 (Austria) in German and English (from Monday to Friday from 09:00 to 17:00, excluding Austrian public holidays). Any changes in dates will be communicated in advance.
- Use of SLA: Internal ticket-based processing of support requests.
- Provision of the hotline/technical support for Ordering Parties are expressly not part of the Provider's scope of services. Orderer support shall be provided by the Ordering Party.

2.2.4 Details of the EDI connection

Details about the EDI integration can be found in the Orderlion EDI Docs at: <https://edidocs.orderlion.com/>

2.3 Cooperation agreement

Project planning Customer and Orderlion agree to define a project plan for the implementation of Orderlion in cooperation immediately following the conclusion of the contract. That implementation on defined terms requires mutual commitment in the form of the project steps and timeframe agreed in the project plan. Timeframe.

3. Availability of the software

The Provider draws the Customer's attention to the fact that restrictions or impairments of the services provided may arise that are beyond the Provider's control. This includes, in particular, actions of third parties not acting on behalf of the Provider, technical conditions of the Internet that cannot be influenced by the Provider, and force majeure. The hardware, software and technical infrastructure used by the customer may also have an influence on the services of the provider. Insofar as such circumstances have an influence on the availability or functionality of the service provided by the Provider, this shall have no effect on the contractual conformity of the services provided.

The Customer is obliged to notify the Provider immediately and as precisely as possible of any functional failures, malfunctions or impairments of the software in accordance with the agreements in the order sheet.

4. Data processing rights, data backup

The Customer grants the Provider the right, for the purposes of executing the contract, to reproduce the data to be stored by the Provider for the Customer to the extent necessary to provide the services owed under this contract. The Provider shall also be entitled to keep the data in a failover system or separate failover computer centre. In order to eliminate malfunctions, the Provider shall also be entitled to make changes to the structure of the data or the data format.

5. Remuneration

The payment period and amount of compensation are determined by the offer accepted by the customer. The payment method is separately agreed upon and documented: options include payment by invoice, SEPA direct debit, and annual billing. Unless otherwise agreed, the monthly licence fee invoice is issued on the day of the contract conclusion for the respective month, in advance, and is due within 14 days from the payment due date. Unless otherwise agreed, the monthly licence fee will be invoiced on the first working day of each month, for the period in arrears, and is due for payment within 14 days. Unless otherwise agreed, any setup fees shall be due 14 days after receipt of the order. The payment has to be made by means of, at the conclusion of the contract, selected means of payment (direct debit or bank transfer).

If the customer delays the payment of a due remuneration by more than four weeks, the provider is entitled to block access to the software after 2 previous reminders with deadline and expiry of the deadline. The Provider's claim to remuneration shall remain unaffected by the blocking. Access to the software will be reactivated immediately after settlement of the arrears.

The provider can adjust the prices as well as the rates for an agreed remuneration according to the general price development after the expiry of the first year since signing the offer. If the fee increase is more than 5%, the customer may terminate the contractual relationship at the end of the current contract month.

In the event of default in payment by the customer, the statutory default interest shall apply at the rate applicable to business transactions. Furthermore, in the event of default in payment, the customer undertakes to reimburse the provider for any dunning and collection expenses incurred, insofar as they are necessary for appropriate legal action. In any case, this includes the costs of two reminders in the customary amount of currently at least € 20.00 per

reminder as well as a reminder letter from a lawyer commissioned with the collection. The assertion of further rights and claims remains unaffected.

In the event of default of payment by the customer, the provider may immediately call due all services and partial services provided under other contracts concluded with the customer.

Furthermore, the provider is not obliged to provide further services until the outstanding amount has been settled (right of retention). The obligation to pay the fee remains unaffected.

If payment in instalments was agreed, the provider reserves the right to demand immediate payment of the entire outstanding debt in the event that partial amounts or ancillary claims are not paid on time (loss of date).

The customer is not entitled to set off his own claims against claims of the provider, unless the customer's claim has been acknowledged by the provider in writing or has been determined by a court.

6. Customer's Obligations to Cooperate

The customer shall support the provider in the provision of the contractual services to a reasonable extent.

The proper and regular backup of its data is the responsibility of the customer. This also applies to documents provided to the provider in the course of the contract.

For the use of the software, the system requirements resulting from the product description or the offer must be met at the customer. The customer bears the responsibility for this himself.

The customer must keep the access data provided to him secret and ensure that any employees to whom access data is provided also do so. The service of the provider may not be made available to third parties, unless this has been expressly agreed by the parties.

7. Warranty

The customer must report any defects immediately, in any case within eight days after delivery / performance by the provider, hidden defects within eight days after detection of the same, in writing, describing the defect; otherwise, the performance shall be deemed approved. In this case, the assertion of warranty claims and claims for damages, as well as the right to contest errors due to defects is excluded.

In the case of justified and timely notice of defects, the customer is entitled to the right to improvement or replacement of the delivery / service by the provider. The Provider shall remedy the defects within a reasonable period of time, whereby the Customer shall enable the Provider to take all measures necessary for the examination and remedy of defects. The Provider shall be entitled to refuse to improve the performance if this is impossible or involves a disproportionately high effort for the Provider. In this case, the customer is entitled to the statutory rights of conversion or reduction. In the case of improvement, it is incumbent on the customer to carry out the transmission of the defective (physical) thing at his expense.

It is also incumbent on the customer to carry out the review of the performance for its legal, in particular competition, trademark, copyright and administrative law permissibility. The provider is only obliged to perform a rough check of legal admissibility. The provider is not liable for the legal admissibility of content in the case of slight negligence or after fulfilling any duty to warn the customer, if this was specified or approved by the customer.

The warranty is excluded for defects that are due to transport damage, operating system errors, hardware errors, modified operating system components, modified interfaces to other programs or devices, other modified parameters of the system environment, computer viruses or other malware.

The warranty period is one month from delivery/service. The right of recourse against the provider pursuant to § 933b para 1 ABGB is excluded. The customer is not entitled to withhold payments due to defects. The presumption of § 924

ABGB is excluded.

8. Liability and damages

In cases of slight negligence, liability of the provider and those of its employees, contractors or other vicarious agents ("people") for property damage or financial loss of the customer is excluded, regardless of whether it is direct or indirect damage, loss of profit or consequential damage, damage due to delay, impossibility, positive breach of contract, culpa in contrahendo, defective or incomplete performance. The existence of gross negligence has to be proven by the injured party. Insofar as the liability of the provider is excluded or limited, this also applies to the personal liability of their "people".

Any liability of the provider for claims made against the customer based on the service provided by the provider (e.g. advertising measure) is expressly excluded if the provider has fulfilled his duty to inform or such a duty was not recognisable for him, whereby slight negligence does not harm. In particular, the Provider shall not be liable for litigation costs, the Customer's own legal fees or costs of judgment publications as well as for any claims for damages or other claims of third parties; the Customer shall indemnify and hold the Provider harmless in this respect.

The customer accepts that the provider cannot guarantee permanent freedom from errors and availability of the software, hardware and other services used or produced and therefore liability for damages due to software errors, software gaps, data leaks, data loss, stolen data or other exploitation of vulnerabilities is excluded. The use of the software is no substitute for human control of the transmitted or generated data. In case of maintenance or other failure of the software, it must be possible to fall back on manual processing of the customer.

Claims for damages by the customer expire in six months from knowledge of the damage; but in any case after three years from the infringing act of the provider. Claims for damages are limited in amount to the net order value.

If damages of the customer result from the loss of data, the provider shall not be liable for this, insofar as the damages would have been avoided by a regular and complete backup of all relevant data by the customer. The customer will carry out or have carried out a regular and complete data backup itself or by a third party and is solely responsible for this.

9. Customer Data and Indemnification from Third Party Claims

The provider, as a technical service provider, stores content and data for the customer, which the customer enters and stores when using the software and makes available for retrieval. The customer undertakes vis-à-vis the provider not to post any content and data that is punishable by law or otherwise illegal in absolute terms or in relation to individual third parties and not to use any programs containing viruses or other malware in connection with the software. The customer remains the responsible party with regard to personal data and must therefore always check whether the processing of such data via the use of the software is supported by appropriate permissions.

The customer is solely responsible for all of the content and processed data used and any legal positions required for this. The Provider shall not take any notice of any content of the Customer and shall generally not check the content used by the Customer with the Software.

In this context, the Customer undertakes to indemnify the Provider against any liability and any costs, including possible and actual costs of legal proceedings, if a claim is made against the Provider by third parties, including employees of the Customer personally, as a result of alleged acts or omissions of the Customer. The Provider shall notify the Customer of the claim and, to the extent legally possible, give the Customer the opportunity to defend the asserted claim. At the same time, the customer shall immediately provide the provider with all information available to him regarding the facts that are the subject of the claim in full.

Any further claims for damages by the provider shall remain unaffected.

10. Contract term and termination

The contract duration is 12 months from the date of order placement. After the agreed term expires, the duration will automatically extend for another 12 months at the agreed price, unless otherwise specified in the respective contract. If automatic renewal is not desired, this agreement can be terminated in writing with a notice period of three months in advance, unless the respective contract provides for a different arrangement.

Extraordinary termination for cause is reserved for both parties if the legal requirements are met. An important reason for the provider exists in particular if the customer is more than two months in arrears with the payment of a due remuneration despite a reminder. If the customer is responsible for the reason for termination, the customer is obligated to pay the provider the agreed remuneration less expenses saved by the provider until the date on which the contract would end at the earliest in the event of an ordinary termination.

Declarations of termination must be in text form to be effective. Compliance with this form is a prerequisite for the effectiveness of the termination. Telephone, fax or verbal agreements do not satisfy the written form requirement. Terminations via e-mail are valid only after confirmation by the provider to ensure and confirm successful delivery.

11. Confidentiality

The parties are obligated to keep permanently secret, not to disclose to third parties, record or otherwise use all information about the respective other party that has become known to them or becomes known to them in connection with this Agreement and that is marked as confidential or is identifiable as business and trade secrets on the basis of other circumstances (hereinafter: "confidential information"), unless the respective other party has expressly consented in writing to the disclosure or use or the information is required to be disclosed by law, court decision or an administrative decision.

The information is not confidential information for purposes of this Section 12 if it is

- were already previously known to the other party without the information being subject to a confidentiality obligation,
- are generally known or become known without breach of the confidentiality obligations assumed,
- disclosed to the other party by a third party without breach of a confidentiality obligation.

The obligations under this Section 12 shall survive the termination of this Agreement.

12. Assignment of rights and obligations

Assignment of the rights and obligations under this Agreement is permitted only with the prior written consent of the Provider. The Provider is entitled to entrust third parties with the performance of the obligations under this Contract.

13. Data Protection

The customer agrees that his personal data, namely name/company, profession, date of birth, company registration number, powers of representation, contact person, business address and other addresses of the customer, telephone number, fax number, e-mail address, bank details, credit card data, VAT number) for the purpose of fulfilling the contract and supporting the customer as well as for own advertising purposes, for example for sending offers, advertising brochures and newsletters (in paper and electronic form), as well as for the purpose of reference to the existing or former business relationship with the customer (reference). The customer agrees that electronic mail may be sent to him for advertising purposes until revoked. This consent can be revoked at any time in writing by e-mail, fax or letter to the contact details listed at the top of the GTC.

14. Applicable Law

The contract and all mutual rights and obligations derived therefrom as well as claims between the Provider and the Customer shall be governed by Austrian substantive law, excluding its conflict of law rules and excluding the UN Convention on Contracts for the International Sale of Goods.

15. Place of performance and jurisdiction

The place of performance is the registered office of the provider. In the case of shipment, the risk shall pass to the customer as soon as the provider has handed over the goods to the carrier chosen by it.

The place of jurisdiction for all legal disputes arising between the provider and the customer in connection with this contractual relationship shall be the court with subject-matter jurisdiction for the provider's registered office.

Notwithstanding the foregoing, the Provider shall be entitled to sue the Customer at its general place of jurisdiction.

In so far as in this contract designations referring to natural persons are only stated in the masculine form, they refer to women and men in the same way. When applying the designation to specific natural persons, the respective gender-specific form shall be used.

Privacy policy

We are very pleased about your interest in our company. Data protection is of a particularly high priority for the management of Orderlion GmbH. The use of the Orderlion GmbH website is possible without any indication of personal data. However, if a data subject wants to use special services of our enterprise via our website, processing of personal data could become necessary. If processing of personal data is necessary and there is no legal basis for such processing, we will generally obtain the consent of the data subject.

The processing of personal data, such as the name, address, e-mail address, or telephone number of a data subject shall always be in line with the country-specific data protection regulations applicable to the Orderlion GmbH. By means of this data protection declaration, our company would like to inform the public about the nature, scope and purpose of the personal data we collect, use and process. Furthermore, data subjects are informed of their rights by means of this data protection declaration. As the controller, the Orderlion GmbH has implemented numerous technical and organisational measures to ensure the most complete protection of personal data processed through this website. Nevertheless, Internet-based data transmissions can always be vulnerable to security risks, so that absolute protection cannot be guaranteed. For this reason, every data subject is free to transmit personal data to us by alternative means, for example by telephone.

1. Definitions

The data protection declaration of Orderlion GmbH is based on the terms used by the European Directive and Ordinance when issuing the Data Protection Regulation (DS-GVO). Our data protection declaration should be easy to read and understand for the public as well as for our customers and business partners. To ensure this, we would like to explain the terminology used in advance. We use the following terms, among others, in this privacy policy:

Personal data Personal data is any information relating to an identified or identifiable natural person (hereinafter "data subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Data subject Data subject is any identified or identifiable natural person whose personal data are processed by the controller.

Einschränkung der Verarbeitung Einschränkung der Verarbeitung ist die Markierung gespeicherter personenbezogener Daten mit dem Ziel, ihre künftige Verarbeitung einzuschränken.

Profiling Profiling is any type of automated processing of personal data that consists of using such personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects relating to that natural person's job performance, economic situation, health, personal preferences, interests, reliability, behaviour, location or change of location.

Pseudonymisation Pseudonymisation is the processing of personal data in such a way that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separate and is subject to technical and organisational measures to ensure that the personal data is not attributed to an identified or identifiable natural person.

Controller or person responsible for the processing The controller or person responsible for processing is the natural or legal person, public authority, agency or other body which alone or jointly with others determines the purposes and means of the processing of personal data. Where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its designation may be provided for under Union or Member State law.

Processor Processor means a natural or legal person, public authority, agency or other body that processes personal data on behalf of the Controller.

Receiver A recipient is a natural or legal person, public authority, agency or other body to whom personal data are disclosed, whether or not a third party. However, public authorities that may receive personal data in the context of a specific investigation mandate under Union or Member State law shall not be considered as recipients.

Third Third party means a natural or legal person, public authority, agency or other body other than the data subject, the controller, the processor and the persons authorised to process the personal data under the direct responsibility of the controller or the processor.

Consent Consent shall mean any freely given indication of the data subject's wishes for the specific case in an informed and unambiguous manner in the form of a statement or any other unambiguous affirmative act by which the data subject indicates that he or she consents to the processing of personal data relating to him or her.

Plaintext Plaintext refers to information or data that is in an unencrypted and easily understandable form.

2. Name and address of the controller

The responsible party within the meaning of the General Data Protection Regulation, other data protection laws applicable in the Member States of the European Union and other provisions of a data protection nature is:

Orderlion GmbH

Himmelpfortgasse 17/7, 1010 Vienna, Austria

Contact

Tel. UK: +44 20 7947 9490

Tel. DE: +49 30 52001660

E-Mail: support.uk@orderlion.com

Website: www.orderlion.com

3. Cookies

The Internet pages of Orderlion GmbH use cookies. Cookies are text files that are stored on a computer system via an Internet browser. Numerous Internet pages and servers use cookies. Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier of the cookie. It consists of a string of characters by which Internet pages and servers can be assigned to the specific Internet browser in which the cookie was stored. This enables the visited Internet pages and servers to distinguish the individual browser of the data subject from other Internet browsers that contain other cookies. A specific Internet browser can be recognised and identified via the unique cookie ID. Through the use of cookies, the Orderlion GmbH can provide the users of this website with more user-friendly services that would not be possible without the cookie setting. By means of a cookie, the information and offers on our website can be optimised for the user. Cookies enable us, as already mentioned, to recognise the users of our website. The purpose of this recognition is to make it easier for users to use our website. For example, the user of a website that uses cookies does not have to re-enter his or her access data each time he or she visits the website, because this is handled by the website and the cookie stored on the user's computer system. Another example is the cookie of a shopping cart in an online store. The online store remembers the items that a customer has placed in the virtual shopping cart via a cookie. The data subject can prevent the setting of cookies by our website at any time by means of an appropriate setting of the Internet browser used and thus permanently object to the setting of cookies. Furthermore, cookies that have already been set can be deleted at any time via an Internet browser or other software programs. This is possible in all common Internet browsers. If the data subject deactivates the setting of cookies in the Internet browser used, not all functions of our website may be fully usable.

4. Collection of general data and information

The website of the Orderlion GmbH collects a series of general data and information with each call-up of the website by a data subject or automated system. Diese allgemeinen Daten und Informationen werden in den Logfiles des Servers gespeichert. The (1) browser types and versions used, (2) the operating system used by the accessing system can be recorded, (3) the website from which an accessing system accesses our website (so-called referrer), (4) the sub-websites that are accessed via an accessing system on our website, (5) the date and time of access to the website, (6) an Internet protocol address (IP address), (7) the Internet service provider of the accessing system and (8) other similar data and information that serve to avert danger in the event of attacks on our information technology systems.

When using these general data and information, the Orderlion GmbH does not draw any conclusions about the data subject. Rather, this information is needed (1) to deliver the content of our website correctly, (2) to optimise the content of our website and the advertising for it, (3) to ensure the long-term functionality of our information technology systems and the technology of our website, and (4) to provide law enforcement authorities with the information necessary for prosecution in the event of a cyber attack. Therefore, the Orderlion GmbH analyses anonymously collected data and information on one hand, and on the other hand, with the aim of increasing the data protection and data security of our enterprise so that we can ultimately ensure an optimal level of protection for the personal data we process. The anonymous data of the server log files are stored separately from any personal data provided by a data subject.

5. Registration on our website

The data subject has the opportunity to register on the website of the controller by providing personal data. Which personal data is transmitted to the controller in the process is determined by the respective input mask used for the registration. The personal data entered by the data subject are collected and stored exclusively for internal use by the controller and for its own purposes. The controller may arrange for the data to be transferred to one or more processors, for example a parcel service provider, who will also use the personal data exclusively for an internal use attributable to the controller. By registering on the website of the controller, the IP address assigned by the Internet

service provider (ISP) of the data subject, the date as well as the time of registration are also stored. The storage of this data takes place against the background that only in this way can the misuse of our services be prevented and, if necessary, this data makes it possible to clarify committed crimes. In this respect, the storage of this data is necessary for the protection of the data controller. As a matter of principle, this data is not passed on to third parties unless there is a legal obligation to pass it on or the passing on serves the purpose of criminal prosecution. The registration of the data subject by voluntarily providing personal data serves the purpose of the controller to offer the data subject content or services which, due to the nature of the matter, can only be offered to registered users. Registered persons are free to modify the personal data provided during registration at any time or to have it completely deleted from the data stock of the controller.

The controller shall provide any data subject at any time, upon request, with information about what personal data is stored about the data subject. Furthermore, the controller shall correct or delete personal data at the request or indication of the data subject, provided that this does not conflict with any statutory retention obligations. The entire staff of the controller shall be available to the data subject as contact persons in this context.

6. Data Storage and Use of the Orderlion Platform

We would like to point out that to ensure the correct functioning of the Orderlion portal for both buyers and suppliers, the IP data of the connection owner is stored within cookies and server logs. As part of contract processing (orders), we collect and store the following information:

For supplier companies: Company name, uploaded company logo, first and last names of contract partners and users, addresses, phone numbers, multiple email addresses, and optionally available GLN numbers.

In order to enable the administration of employee users, we store the following data: Data of employees of the suppliers, including email addresses, encrypted passwords, if applicable, usernames, and optional phone numbers associated with the respective company.

For orders, we record information about the buyers, including names, addresses, usernames, as well as order date and time, item numbers, item names, ordered units, quantities, unit prices, and total prices for individual order items.

To display the online shop, we also store product information such as item numbers, item names, order units, unit prices, existing EAN/GTIN numbers, product groups, assortment affiliations, item descriptions, order deadlines, product attributes, availability information, and any uploaded product images.

To enable the management of customers, we store the following data: Customer names, addresses, phone numbers, email addresses, customer number, UID/VAT number, assigned assortment and delivery group, customer-specific settings for prices, logistics, and order conditions, as well as information and integration with the ERP system. Furthermore, campaigns created via Orderlion and data for evaluating their performance are stored. Additionally, uploaded documents with associated orders and customers, date of creation, and creator are stored. Contents, recipients, sending times, pictures, read confirmations, and attachments of messages sent via the chat are also stored.

All of this collected data serves exclusively for contract fulfilment and the execution of pre-contractual measures.

The data provided by you is required for the fulfilment of the contract or for the implementation of pre-contractual measures. Without this data, we cannot conclude the contract with you. There is no transfer of data to third parties, except between the respective buyers and associated suppliers, as well as the transmission of payment data to the processing banks/payment service providers for the purpose of debiting and settling the licence fees, the service provider of our CRM system, the service provider of our ERP system, and to our tax advisor to fulfil our tax obligations. All data from the contractual relationship will be stored for 3 years after the discontinuation of the use of the platform, termination of the contract, or until the end of the statutory retention period (7 years) (whichever is longer). Data processing is carried out on the basis of the legal provisions of § 96 para 3 TKG as well as Art 6 para 1 lit a (consent) and/or lit b (necessary for contract fulfilment) of the GDPR.

7. Data Processing and Use of the Orderlion Inbox Feature

Within the Orderlion platform, customers have the option to use the Orderlion Inbox feature to automatically extract email orders. To do this, the customer forwards emails to the provider. In doing so, the provider receives information about metadata (sending date, sending time, sender's email address, recipient's email address), subject, content, and attachments of the email. The information is stored on the provider's servers in the AWS hub in 60311 Frankfurt am Main, Germany, and processed into plaintext. This plaintext is sent to OpenAI L.L.C., San Francisco, CA 94110, USA, so that order information can be extracted. The result is sent back to the provider's servers in the AWS hub and further processed. The provider expressly points out that no metadata, historical order data, or attachments are transmitted to OpenAI. Personal data is only transferred to OpenAI in accordance with the contract if the content of the email itself contains personal data. In order to offer this function, the provider concludes an order processing agreement with OpenAI L.L.C., 3180 18th St, San Francisco, CA 94110. Processing outside the EU is not excluded in this context. Further information can be found in OpenAI's data protection policy at: <https://openai.com/api-data-privacy> and <https://openai.com/enterprise-privacy> as well as in OpenAI's data usage policy: <https://openai.com/policies/api-data-usage-policies>.

The legal basis for the processing of this data arises from the contractual processing in accordance with Art. 6 para 1 lit. b GDPR. According to the GDPR, forwarding to OpenAI is permissible because OpenAI has implemented a security program for the implementation and maintenance of the General Data Protection Regulation (GDPR) in accordance with Art. 44 GDPR. The data provided by OpenAI via the API is not used for training purposes. OpenAI retains data transmitted via the API for up to 30 days for abuse control and monitoring purposes. Contents are stored on OpenAI systems and the systems of their processors. Storage outside the EU is not excluded in this context. By using the Orderlion Inbox function, users agree to these terms.

Regarding storage by the provider, the information provided in section 16. Duration for which the personal data will be stored applies.

Users of the Orderlion Inbox function are advised to supplement their own data protection policies in order to provide their customers with information about data processing by third parties.

8. Newsletter

Orderlion GmbH regularly informs potential customers, existing customers, and business partners about product news and offers of the company by means of a newsletter. This information is sent based on our legitimate interest in accordance with Article 6 I lit. f GDPR, in order to maintain customer relationships and keep our customers informed of relevant information. Orderlion GmbH always ensures to appropriately consider the interests and fundamental rights of the data subjects. The subscription to the newsletter can be terminated at any time by the data subject. For the purpose of revoking consent, there is a corresponding link in every newsletter.

9. Newsletter tracking

The newsletters of Orderlion GmbH contain so-called tracking pixels. A tracking pixel is a miniature graphic that is embedded in such emails that are sent in HTML format to enable log file recording and log file analysis. This allows a statistical evaluation of the success or failure of online marketing campaigns. Based on the embedded tracking pixel, the Orderlion GmbH may see if and when an e-mail was opened by a data subject, and which links in the e-mail were called up by the data subject. Such personal data collected via the tracking pixels contained in the newsletters are stored and analyzed by the controller in order to optimise the newsletter dispatch and to better tailor the content of future newsletters to the interests of the data subject. This personal data will not be disclosed to third parties. Data subjects are entitled at any time to revoke the separate declaration of consent given in this regard via the double opt-in

procedure. After a revocation, this personal data will be deleted by the controller. The Orderlion GmbH automatically regards a withdrawal from the receipt of the newsletter as a revocation.

10. Contact possibility via the website

Based on statutory provisions, the website of the Orderlion GmbH contains information that enables a quick electronic contact to our enterprise, as well as direct communication with us, which also includes a general address of the so-called electronic mail (e-mail address). If a data subject contacts the controller by e-mail or by using a contact form, the personal data transmitted by the data subject will be stored automatically. Such personal data transmitted on a voluntary basis by a data subject to the controller will be stored for the purpose of processing or contacting the data subject. No disclosure of this personal data to third parties will take place.

11. Routine deletion and blocking of personal data

The controller processes and stores personal data of the data subject only for the period necessary to achieve the purpose of storage or where provided for by the European Directive and Regulation or other legislator in laws or regulations to which the controller is subject. Entfällt der Speicherungszweck oder läuft eine vom Europäischen Richtlinien- und Verordnungsgeber oder einem anderen zuständigen Gesetzgeber vorgeschriebene Speicherfrist ab, werden die personenbezogenen Daten routinemäßig und entsprechend den gesetzlichen Vorschriften gesperrt oder gelöscht.

12. Rights of the data subject

Right to confirmation Every data subject shall have the right, granted by the European Directive and the Regulation, to obtain confirmation from the controller as to whether personal data concerning him or her are being processed. If a data subject wishes to exercise this right, he or she may, at any time, contact any employee of the controller.

Right to information Any person concerned by the processing of personal data has the right granted by the European Directive and Regulation to obtain at any time from the controller, free of charge, information about the personal data stored about him or her and a copy of that information. Furthermore, the European Directive and Regulation has granted the data subject access to the following information:

- the processing purposes
- the categories of personal data that are processed
- the recipients or categories of recipients to whom the personal data have been or will be disclosed, in particular in the case of recipients in third countries or international organisations
- if possible, the planned duration for which the personal data will be stored or, if this is not possible, the criteria for determining this duration
- the existence of a right to obtain the rectification or erasure of personal data concerning him or her, or the restriction of processing by the controller, or a right to object to such processing
- the existence of a right of appeal to a supervisory authority
- if the personal data are not collected from the data subject: All available information about the origin of the data
- the existence of automated decision-making, including profiling, pursuant to Article 22(1) and (4) of the GDPR and - at least in these cases - meaningful information about the logic involved and the scope and intended effects of such processing for the data subject

Furthermore, the data subject shall have the right to obtain information as to whether personal data have been transferred to a third country or to an international organisation. If this is the case, the data subject also has the right to

obtain information about the appropriate safeguards in connection with the transfer. If a data subject wishes to exercise this right of access, he or she may, at any time, contact an employee of the controller.

Right to rectification Every person affected by the processing of personal data has the right granted by the European Directive and Regulation to demand the immediate rectification of inaccurate personal data concerning him or her. Furthermore, the data subject has the right to request the completion of incomplete personal data - also by means of a supplementary declaration - taking into account the purposes of the processing. If a data subject wishes to exercise this right to rectify, he or she may, at any time, contact any employee of the controller.

Right to erasure (right to be forgotten) Any person concerned by the processing of personal data has the right, granted by the European Directive and Regulation, to obtain from the controller the erasure without delay of personal data concerning him or her, where one of the following reasons applies and insofar as the processing is not necessary:

- The personal data were collected or otherwise processed for purposes for which they are no longer necessary.
- The data subject revokes the consent on which the processing was based pursuant to Art. 6(1)(a) DS-GVO or Art. 9(2)(a) DS-GVO and there is no other legal basis for the processing.
- The data subject objects to the processing pursuant to Article 21(1) of the GDPR and there are no overriding legitimate grounds for the processing, or the data subject objects to the processing pursuant to Article 21(2) of the GDPR.
- The personal data have been processed unlawfully.
- The deletion of the personal data is necessary for compliance with a legal obligation under Union or Member State law to which the controller is subject.
- The personal data was collected in relation to information society services offered pursuant to Art. 8 (1) DS-GVO.

If one of the aforementioned reasons applies, and a data subject wishes to arrange for the deletion of personal data stored by the Orderlion GmbH, he or she may, at any time, contact any employee of the controller. The employee of the Orderlion GmbH will arrange for the deletion request to be complied with immediately.

If the personal data has been made public by the Orderlion GmbH and our company as the responsible party is obliged to delete the personal data pursuant to Art. 17 para. 1 DS-GVO, Orderlion GmbH shall implement reasonable measures, including technical measures, to compensate other data controllers for processing the personal data published, taking into account the available technology and the cost of implementation, in order to inform the data subject that he or she has requested from those other data controllers to erase all links to or copies or replications of the personal data, unless the processing is necessary. The employee of the Orderlion GmbH will arrange the necessary in individual cases.

Right to restriction of processing Any person concerned by the processing of personal data has the right, granted by the European Directive and Regulation, to obtain from the controller the restriction of processing if one of the following conditions is met:

- The accuracy of the personal data is contested by the data subject for a period enabling the controller to verify the accuracy of the personal data.
- The processing is unlawful, the data subject objects to the erasure of the personal data and requests instead the restriction of the use of the personal data.
- The controller no longer needs the personal data for the purposes of processing, but the data subject needs it for the assertion, exercise or defence of legal claims.
- The data subject has objected to the processing pursuant to Article 21 (1) of the Data Protection Regulation and it is not yet clear whether the legitimate interests of the controller override those of the data subject. If one of the aforementioned conditions is met, and a data subject wishes to request the restriction of personal data stored by the Orderlion GmbH, he or she may, at any time, contact any employee of the controller. The employee of the Orderlion GmbH will arrange the restriction of the processing.

Right to data portability Any person concerned by the processing of personal data has the right, granted by the European Directive and Regulation, to receive the personal data concerning him or her, which have been provided by the data subject to a controller, in a structured, commonly used and machine-readable format. He or she also has the right to transmit this data to another controller without hindrance from the controller to whom the personal data have been provided, provided that the processing is based on consent pursuant to Article 6(1)(a) of the GDPR or Article 9(2)(a) of the GDPR or on a contract pursuant to Article 6(1)(b) of the GDPR and the processing is carried out by automated means, unless the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller. Furthermore, when exercising the right to data portability pursuant to Article 20(1) of the GDPR, the data subject shall have the right to obtain that the personal data be transferred directly from one controller to another controller where technically feasible and provided that this does not adversely affect the rights and freedoms of other individuals. In order to assert the right to data portability, the data subject may at any time contact any employee of the Orderlion GmbH.

Right to object Any person affected by the processing of personal data has the right granted by the European Directive and Regulation to object at any time, on grounds relating to his or her particular situation, to the processing of personal data concerning him or her carried out on the basis of Article 6(1)(e) or (f) of the GDPR. This also applies to profiling based on these provisions. The Orderlion GmbH shall no longer process the personal data in the event of the objection, unless we can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or for the assertion, exercise or defence of legal claims. If the Orderlion GmbH processes personal data for direct marketing purposes, the data subject shall have the right to object at any time to processing of personal data processed for such marketing. This also applies to the profiling, insofar as it is related to such direct marketing. If the data subject objects to the Orderlion GmbH to the processing for direct marketing purposes, the Orderlion GmbH will no longer process the personal data for these purposes. In addition, the data subject has the right, on grounds relating to his or her particular situation, to object to processing of personal data concerning him or her which is carried out by the Orderlion GmbH for scientific or historical research purposes, or for statistical purposes pursuant to Article 89(1) of the Data Protection Regulation (DS-GVO), unless such processing is necessary for the performance of a task which is in the public interest. In order to exercise the right to object, the data subject may directly contact any employee of the Orderlion GmbH or another employee. The data subject is also free to exercise his/her right to object by means of automated procedures using technical specifications in connection with the use of information society services, notwithstanding Directive 2002/58/EC.

Automated decisions in individual cases including profiling Any data subject concerned by the processing of personal data shall have the right, granted by the European Directive and the Regulation, not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her, unless the decision (1) is necessary for entering into, or the performance of, a contract between the data subject and the controller, or (2) is permitted by Union or Member State law to which the controller is subject and that law contains suitable measures to safeguard the data subject's rights and freedoms and legitimate interests, or (3) is made with the data subject's explicit consent. If the decision (1) is necessary for entering into, or the performance of, a contract between the data subject and the data controller, or (2) it is made with the data subject's explicit consent, the Orderlion GmbH shall implement suitable measures to safeguard the data subject's rights and freedoms and legitimate interests, which include at least the right to obtain the intervention of a data subject on the part of the controller, to express his or her point of view and to contest the decision. If the data subject wishes to exercise the rights concerning automated decisions, he or she may, at any time, contact any employee of the controller.

Right to revoke consent under data protection law Every person affected by the processing of personal data has the right granted by the European Directive and Regulation to withdraw consent to the processing of personal data at any time. If the data subject wishes to exercise the right to withdraw the consent, he or she may, at any time, contact any employee of the controller.

13. Data protection during applications and the application process

The controller collects and processes the personal data of applicants for the purpose of handling the application procedure. The processing may also take place electronically. This is the case, in particular, when an applicant submits relevant application documents to the controller by electronic means, for example, by e-mail or via a web form located on the website. If the controller concludes an employment contract with an applicant, the transmitted data will be stored for the purpose of processing the employment relationship in compliance with the statutory provisions. If the controller does not conclude an employment contract with the applicant, the application documents will be automatically deleted two months after notification of the rejection decision, provided that no other legitimate interests of the controller conflict with such deletion. Other legitimate interest in this sense is, for example, a duty to provide evidence in proceedings under the General Equal Treatment Act (AGG).

14. Privacy Policies of Third-Party Services

14.1. Privacy Policy for the Use of Mixpanel

To analyse user behaviour on our platform, we utilise the services of Mixpanel (Mixpanel Inc., 1 Front Street, Floor 28, San Francisco, California 94111, USA). We collect certain user data such as IP address, device information, browser information, email address, and, if applicable, the user's name, as well as metadata like language, date of the last login. Processing of data outside the EU is not excluded in this context. This processing is based on Art. 6 I lit. f GDPR.

Further information and Mixpanel's applicable privacy policy can be found at <https://mixpanel.com/legal/privacy-policy>. For additional information regarding data processing by Mixpanel, please refer to: <https://mixpanel.com/legal/dpa>.

14.2. Privacy Policy for the Use of Sentry

To ensure the technical stability of our platform, we utilise the services of Sentry (Functional Software, Inc., 45 Fremont Street, 8th Floor, San Francisco, CA 94105, USA). We collect certain user data such as IP address, device information, browser information, email address, and, if applicable, the user's name, as well as metadata like language, date of the last login, and, if applicable, steps leading to a technical error in the code. Processing of data outside the EU is not excluded in this context. This processing is based on Art. 6 I lit. f GDPR.

For more information, please consult Sentry's privacy policy at <https://sentry.io/privacy/> and Sentry's terms of service at <https://sentry.io/terms/>. Information regarding data processing by Sentry can be found at <https://sentry.io/legal/dpa/>.

14.3. Privacy Policy for the Use of Datadog

To ensure the technical stability of our platform, we utilise the services of Datadog (Datadog, Inc., New York, 620 8th Ave 45th Floor, New York, NY 10018, USA). We collect certain user data such as IP address, device information, browser information, email address, and, if applicable, the user's name, as well as metadata like language, date of the last login, and, if applicable, steps leading to a technical error in the code. Processing of data outside the EU is not excluded in this context. This processing is based on Art. 6 I lit. f GDPR.

For more information, please consult Datadog's privacy policy at <https://www.datadoghq.com/legal/privacy/> and Datadog's legal notices at <https://www.datadoghq.com/legal/>.

15. Legal basis of processing

Art. 6 I lit. a DS-GVO serves our company as the legal basis for processing operations in which we obtain consent for a specific processing purpose. If the processing of personal data is necessary for the performance of a contract to which the data subject is a party, as is the case, for example, with processing operations that are necessary for a delivery of goods or the provision of another service or consideration, the processing is based on Art. 6 I lit. b DS-GVO.

The same applies to such processing operations that are necessary for the implementation of pre-contractual measures, for example in cases of inquiries about our products or services. If our company is subject to a legal obligation by which a processing of personal data becomes necessary, such as for the fulfilment of tax obligations, the processing is based on Art. 6 I lit. c DS-GVO. In rare cases, the processing of personal data might become necessary to protect vital interests of the data subject or another natural person. This would be the case, for example, if a visitor were to be injured on our premises and as a result his or her name, age, health insurance data or other vital information had to be passed on to a doctor, hospital or other third party. Then the processing would be based on Art. 6 I lit. d DS-GVO. Finally, processing operations could be based on Art. 6 I lit. f DS-GVO. Processing operations that are not covered by any of the aforementioned legal bases are based on this legal basis if the processing is necessary to protect a legitimate interest of our company or a third party, provided that the interests, fundamental rights and freedoms of the data subject are not overridden. Such processing operations are permitted to us in particular because they were specifically mentioned by the European legislator. In this respect, it took the view that a legitimate interest could be assumed if the data subject is a customer of the controller (recital 47 sentence 2 DS-GVO).

16. Legitimate interests in the processing pursued by the controller or a third party

If the processing of personal data is based on Article 6 I lit. f DS-GVO, our legitimate interest is the performance of our business activities for the benefit of the well-being of all our employees and our shareholders.

17. Duration for which the personal data are stored

The criterion for the duration of storage of personal data is the respective statutory retention period. After expiry of the period, the corresponding data is routinely deleted, provided that it is no longer required for the fulfilment or initiation of the contract.

18. Legal or contractual requirements to provide the personal data; necessity for the conclusion of the contract; obligation of the data subject to provide the personal data; possible consequences of non-provision

We would like to inform you that the provision of personal data is partly required by law (e.g. tax regulations) or may also result from contractual provisions (e.g. information on the contractual partner). Sometimes, in order to conclude a contract, it may be necessary for a data subject to provide us with personal data that must subsequently be processed by us. For example, the data subject is obliged to provide us with personal data if our company concludes a contract with him or her. Failure to provide the personal data would mean that the contract with the data subject could not be concluded. Before providing personal data by the data subject, the data subject must contact one of our employees. Our employee will explain to the data subject on a case-by-case basis whether the provision of the personal data is required by law or contract or is necessary for the conclusion of the contract, whether there is an obligation to provide the personal data, and what the consequences of not providing the personal data would be.

19. Existence of an automated decision making

As a responsible company, we do not use automatic decision-making or profiling. This privacy statement was created by the privacy statement generator of data protection officer in cooperation with RC GmbH, which recycles used notebooks and the file sharing lawyers of WBS-LAW.

In the course of project work with Orderlion GmbH, it cannot be ruled out that Orderlion GmbH may view personal data. With the conclusion of the contract, you therefore agree to the order processing according to Art.28 DSGVO. This

is available for download here at any time and will be signed and sent to you at your request:
https://orderlion.com/OrderProcessingGDPR_2021-03-01.pdf

GDPR Agreement

Agreement of Order processing according to Art 28 GDPR

Contractor: Orderlion GmbH, Himmelpfortgasse 17/7, 1010 Vienna, Austria

Client: hereinafter a company that has concluded a contract with Orderlion for the use of the platform.

1. PURPOSE OF THE PROCESSING

The purpose of this assignment is to carry out the following tasks:

- Management of customer master data for processing and documentation of orders as well as feedback and technical support.
- Management of order data (articles, quantities, prices, order and delivery times, order comments) for the processing and documentation of orders as well as feedback and technical support.

The following categories of data are processed:

- Contact details (name, address, city, postcode, e-mail address, phone number, fax number, website, login data)
- Order data (ArtNo, ArtName, Quantity, Unit, Price, Group, Order time, Delivery time, Minimum order value, Actions, connection of buyer-supplier)

The following categories of data will be subject to the processing:

- Buyers
 - Suppliers
 - Contacts
-

2. DURATION OF THE PROCESSING

The agreement is concluded for an indefinite period and may be terminated by either party with three months' notice to the last day of the month. The possibility of extraordinary termination for good cause remains unaffected.

3. OBLIGATIONS OF THE CONTRACTOR

The Contractor undertakes to process data and processing results exclusively within the scope of this agreement. If the Contractor receives an official order to release the Client's data, the Contractor shall - insofar as legally permissible - immediately inform the Client thereof and refer the authority to the Client.

The Contractor declares in a legally binding manner that it has obliged all persons entrusted with the data processing to maintain confidentiality prior to commencement of the activity or that they are subject to an appropriate statutory confidentiality obligation. In particular, the confidentiality obligation of the persons entrusted with the data processing shall remain in force even after termination of their activity and leaving the contractor.

The Client declares in a legally binding manner that it has obliged all persons entrusted with the data processing to maintain confidentiality before commencing the activity and before transmitting the data to the Contractor or that they are subject to an appropriate legal obligation of confidentiality.

The Contractor declares in a legally binding manner that it has taken all necessary measures to ensure the security of the processing in accordance with Art 32 of the GDPR (details can be found in Annex .1).

The contractor shall take the technical and organisational measures to ensure that the client can fulfil the rights of the data subject under Chapter III of the GDPR (information, access, correction and deletion, data portability, objection, as well as automated decision-making in individual cases) at any time within the statutory time limits and shall provide the client with all information necessary for this purpose. If a corresponding request is addressed to the contractor and the contractor indicates that the applicant mistakenly believes him to be the client of the data application operated by him, the contractor shall forward the request to the client without delay and inform the applicant accordingly.

The Contractor shall support the Client in complying with the obligations set out in Articles 32 to 36 of the GDPR (data security measures, notifications of personal data breaches to the supervisory authority, notification of the person affected by a personal data breach, data protection impact assessment, prior consultation).

The Contractor is advised that it must set up a processing directory for the present commissioned processing in accordance with Art. 30 GDPR.

With regard to the processing of the data provided by the Client, the Client shall be granted the right to inspect and control the data processing facilities at any time, including through third parties commissioned by the Client. The contractor undertakes to provide the client with the information necessary to monitor compliance with the obligations set out in this agreement.

After termination of this agreement, the contractor is obliged to destroy all processing results and documents containing data on its behalf. If the Contractor processes the data in a special technical format, it shall be obliged to hand over the data after termination of this Agreement either in this format or in another common format.

The Contractor shall inform the Client without undue delay if it believes that an instruction given by the Client violates Union or Member State data protection provisions.

4. PLACE WHERE THE DATA PROCESSING IS CARRIED OUT

To the extent possible, all data processing activities are carried out exclusively within the EU or EEA. However, it is not excluded that in certain cases, processing may occur outside the EU. In such cases, this will be explicitly stated in the respective sections.

5. SUB-PROCESSOR

The contractor is not authorised to engage a sub-processor without informing the customer.