

## **WEFRA LIFE Group general terms and conditions for digital services**

### **1. General/introduction**

- (1) These general terms and conditions (hereinafter also only '**terms and conditions**') of WEFRA LIFE (the WEFRA LIFE Group company performing the service and concluding the contract shall be indicated in the relevant quotation and referred to hereinafter as only '**WEFRA**') shall be integral to any quotation from WEFRA and apply to any contracting of and any contract with WEFRA in connection with digital services.
- (2) Contradictory or deviating general terms and conditions, terms of purchase or other terms (hereinafter also '**terms**') of the Client (hereinafter also '**Counterparty**') shall only become integral to the contract if WEFRA and the Counterparty have explicitly agreed to them in writing. Deviating terms of the Counterparty, which may, for example, be included in a confirmation from the Counterparty, shall also not be effective even if WEFRA does not object to them separately.
- (3) Provisions in individual contracts between WEFRA and the Counterparty shall always have precedence over these terms and conditions if and to the extent they deviate from these terms and conditions.

### **2. Scope of service and performance of service**

- (1) The scope of the service to be performed by WEFRA shall be provided in the quotation used as the basis for the actual contracting by the Counterparty.
- (2) WEFRA shall be entitled to engage agents as part of the performance of the service. These may include third-party companies outside of the WEFRA Life Group.

### **3. Availability and maintenance**

- (3) WEFRA shall take effort to enable constant access to all WEFRA products and services. However, there shall explicitly be no promise of availability at all times.

(4) In particular, access may be restricted temporarily for technical reasons such as maintenance or repairs that may be due. WEFRA shall provide timely information to the user of the performance of planned maintenance and repairs and of the scope thereof.

#### **4. Duration and billing (terms of payment)**

- (1) The contracting arrangement between WEFRA and the Counterparty shall be established for a fixed term starting at *the time of the last signature*.
- (2) The remuneration shall be based on the current WEFRA price list or corresponding agreements between WEFRA and the Counterparty for such purpose.
- (3) Billed amounts shall be payable in full within 30 days of receipt of the bill.

#### **5. Technical requirements**

- (1) Technical equipment that is established and normal for the state of the art shall be required for the use of digital WEFRA products.
- (2) The Counterparty shall in this respect ensure that the IT infrastructure that it uses is suitable for the usage of digital WEFRA products.

#### **6. Licence/rights of use**

- (1) The Counterparty shall, for the duration of the contracting arrangement, receive a non-exclusive, non-transferable and non-sublicensable licence to use the respective WEFRA product that is further defined or restricted by the provisions of these terms and conditions and, if applicable, terms of service.
- (2) Any usage of the WEFRA product not listed explicitly in these terms and conditions and, if applicable, terms of service shall be prohibited. Any source code that may be available in connection with the WEFRA product shall not be licensed through these terms and conditions or through any terms of service that may apply or through the contracting of the Counterparty.

## 7. **Warranty**

- (1) WEFRA shall ensure that all services are performed professionally and with the engagement of appropriately qualified personnel.
- (2) WEFRA shall not be held liable for WEFRA services and/or the usage of WEFRA products resulting in a specific success unless explicit, deviating agreements have been made in writing between WEFRA and the Counterparty.
- (3) WEFRA shall also not be held liable for the online dial-in action being ensured at all times. Furthermore, WEFRA shall also not guarantee that potential exchanges of data will occur at a specific transmission speed.
- (4) WEFRA shall also not assume any guarantees or warranties in excess of the above, even when it does not provide an explicit disclaimer.

## 8. **Data protection and usage**

- (1) As part of the contractual relationship between WEFRA and the Counterparty, WEFRA, as controller of the data processing within the meaning of General Data Protection Regulation Art 4(7), shall process personal data required from the Counterparty for the initiation, performance and completion of contracts. WEFRA shall process all personal data of the Counterparty solely in compliance with the applicable data protection laws and in particular in compliance with the specifications of the GDPR. Further information about data processing can be found in the WEFRA privacy information viewable at <https://www.wefra.life/downloads/>.
- (2) Where necessary, e.g. if WEFRA processes personal data of the Counterparty's clients and/or users on the Counterparty's behalf, WEFRA and the Counterparty shall conclude a corresponding processing agreement within the meaning of GDPR Art 28.
- (3) Furthermore, the Counterparty shall permit WEFRA to process data for WEFRA's own purposes in compliance with statutory specifications and data protection and shall grant WEFRA all rights, approvals and consent necessary for this.

## **9. Limitation of liability**

- (1) Counterparty claims to damages, no matter what legal grounds, shall not be possible where WEFRA's conduct is only slightly negligent, unless such damages pertain to the breach of a core contractual obligation, i.e. an obligation which is required to be satisfied in order for the purpose of the contract to be fulfilled and for which the Counterparty trusts and may trust in the satisfaction of the obligation. In the event of simple negligence causing a breach of core contractual obligations, WEFRA's liability shall be limited to the loss that is typical and foreseeable at the time of concluding the contract.
- (2) The above limitation and disclaimer of liability shall not apply to grossly negligent or wilful conduct, to warranty-based claims, to injury to life, body or health; or to claims arising from the German Product Liability Act.
- (3) WEFRA shall not be held liable for loss for which it is not culpable.
- (4) Where the liability of WEFRA is excluded or limited, this limitation shall also apply to the personal liability of the employees, workers, representatives and agents of WEFRA.

## **10. Liability and warranty for third-party products**

Because WEFRA is neither a manufacturer nor an operator of third-party products that may be utilised, and instead merely sells or uses them in cooperation with the respective third parties or has them used by the Counterparty, WEFRA shall be entitled to assign to the Counterparty its own warranty claims against the respective third party. The Counterparty shall accept the assignment(s) upon being contracted. With the warranty claims assigned to it, the Counterparty shall be required to make and enforce them against the third party in writing and out of court at first. Until such time, the Counterparty shall be impeded from making its corresponding claims against WEFRA to the extent of the warranty claims that are assigned. WEFRA's subordinate liability shall only exist when the Counterparty has remained unsuccessful in its out-of-court enforcement of the warranty claims against the respective third party. The time taken to enforce these warranty claims against the respective third party shall not be counted towards the limitation period in respect of WEFRA. The limitation to subordinate liability shall not apply to Counterparty claims to damages based on wilful or grossly negligent breach of obligation or based on injury to life, body or health.

## **11. Third-party property rights/indemnity**

- (1) The Counterparty shall be required not to violate the rights of third parties when using WEFRA products.
- (2) In the event that a third party asserts to WEFRA that its rights have been violated, the Counterparty shall indemnify WEFRA for all associated claims of the third party and reimburse all loss that WEFRA incurs on account of the third party's right, including for court and reasonable counsel expenses payable for any legal defence. This shall not apply if the Counterparty provides evidence that it is not responsible for the violation of the right.

## **12. Termination**

- (1) If a fixed term has been agreed, the Counterparty shall not ordinarily have any right to terminate the contracting arrangement. If the contracting arrangement is for an indefinite term, either Party may ordinarily terminate the arrangement after providing three (3) months' notice counted from the end of the quarter.
- (2) The right to termination for good cause shall remain unaffected for both Parties.
- (3) Notice of any termination shall be in at least text form. Any termination by the Counterparty shall be addressed to [legal@wefra.life](mailto:legal@wefra.life).

## **13. Force majeure**

- (1) WEFRA shall not be liable for partial or complete non-satisfaction of its obligations if this non-satisfaction is entirely or partly attributable to circumstances that were unforeseeable at the time of concluding the contract and cannot be remedied by WEFRA using reasonable means ('force majeure'). In any case, the following events shall be deemed instances of force majeure: strike, riot and civil unrest, war (declared or undeclared), piracy, threats of terror, acts of sabotage, fire, flood, earthquake and natural catastrophe, plague (including epidemics and pandemics) and acts of governments, and the preceding circumstances when they affect WEFRA's own suppliers.
- (2) In instances of force majeure, WEFRA's obligations under the respective contracting arrangement shall be suspended for the duration of the effect of the force majeure event and for the duration of a reasonable subsequent ramp-up period. If the circumstances persist for a period of

more than 90 days, WEFRA shall be entitled to terminate the contracting arrangement.

#### **14. Modifications of these terms and conditions**

WEFRA shall be entitled to modify these terms and conditions with effect for the future provided this is necessary due to changes of law or jurisprudence or due to other significant changes in the conditions underlying the terms and conditions. Modifications that negatively affect the equivalence between the service performed and the consideration tendered and disadvantage the Counterparty substantially and lastingly shall not be permissible under this provision. In the event of a modification of these terms and conditions, WEFRA shall inform the Counterparty of the modification at least *six* weeks before the intended effective date in writing or by email. The modification shall be deemed accepted if the Counterparty does not object in text form by the time the modification takes effect. The Counterparty shall be explicitly advised of this legal consequence when the modification is communicated.

#### **15. Final provisions**

- (1) The laws applied to these terms and conditions and the contracting arrangement shall be those of the Federal Republic of Germany, excluding the law for the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) Sole venue for all disputes shall be that for the principal place of business of WEFRA where the Counterparty is a merchant or legal entity under public law, including one with access to special public funds. The agreement on venue shall apply to the Counterparty exclusively. Alternatively, WEFRA shall also be entitled to bring suit against the Counterparty at its general venue.

(3) If individual provisions of these terms and conditions are or become invalid or unenforceable, the validity of the remaining provisions shall not be affected by that. The corresponding statutory provisions shall apply in the place of the invalid or unenforceable provision.