

General terms and conditions of bygora

The following General Terms and Conditions govern the legal relationship between the User ("**User**") and bygora GmbH ("**bygora**") for the use of the website (<https://bygora.com/>) and the trading platform ("**bygora Marketplace**" (<https://marketplace.bygora.com>)). Part of the General Terms and Conditions are exclusively the sections in normal print; sections printed in italics as well as the headings printed in bold are for explanation and illustration purposes only and have no regulatory content of their own.

The following Terms and Conditions form the basis of any contract you enter into with us through the use of the bygora Marketplace. They also apply when you visit our website. The explanations and headings are provided for better understanding. You will notice that our Terms and Conditions are fair and balanced for both you and us.

How is a contract with bygora concluded?

A contract for the use of the bygora Marketplace for the negotiation and execution of purchase contracts for raw materials between bygora and the User comes into effect through the creation of a User profile ("**Buyer Account**") and the activation of the "Register" button by the User.

If you want to use the bygora Marketplace, you can register as a Buyer free of charge. This way you can buy goods on the bygora Marketplace. If you want to sell goods on the bygora Marketplace, simply upgrade to a (paid) Seller Account.

What is required for me to be allowed to trade on the bygora Marketplace?

The User can only enter into contracts with other Users on the bygora Marketplace subject to approval by bygora. The prerequisite for this approval is that the User has his person or his company (legal entity) checked by Trulioo Information Services Inc. subject to the audit criteria defined by bygora ("**KYC check**") and further agrees to the result being transferred to bygora. The audit criteria can be viewed at bygora at <https://marketplace.bygora.com/kyc>. The KYC check is initiated during registration of an Account. The results of the KYC check are forwarded by Trulioo Information Services Inc. to bygora in aggregated form. If the User's KYC check is positive, bygora will approve the User's account for trading on the bygora Marketplace. If the data and information provided by the User in the course of the KYC check changes, the User is obliged to immediately carry out a new KYC check via the Account with Trulioo Information Services Inc. on the basis of the changed data.

We are aware that trading via an online platform requires trust between the contracting parties. Therefore, every User of the bygora Marketplace is checked before he can conclude a contract as a buyer or seller with other Users. This way you can be sure that your counterpart is as reliable as you are. The KYC check criteria include, for example, an identity check as to whether the User actually exists or a comparison with international sanctions lists.

Do Buyers have to pay for the usage of the bygora Marketplace?

The use of the bygora Marketplace with the Buyer Account is free of charge.

If you use the bygora Marketplace as a Buyer and therefore create a Buyer Account, this is free of charge.

Do Sellers have to pay for the usage of the bygora Marketplace?

The Buyer Account can be extended to a Seller Account for a fee, which entitles the User to offer goods for sale on the bygora Marketplace. By clicking the "Submit" button, which concludes the booking process for

the Seller Account, the User makes an offer to amend the usage contract subject to the then applicable price conditions, which can be viewed at <https://marketplace.bygora.com/pricing/>. bygora accepts this offer by providing the Seller Account. bygora is not obliged to enter into the contract.

With the Seller Account you can offer goods for sale on the bygora Marketplace. You also have all the functions of the Buyer Account. The Seller Account can be booked directly online. The current prices of the monthly usage fee and the services to be performed by bygora can be found at <https://marketplace.bygora.com/pricing/>.

Can I try out the Seller Account at discounted rates?

If the User upgrades the Buyer Account to a paid Seller Account, the first year of the contract is always preceded by a one-time, 6-month "**Trial Period**". The price for the use of the Seller Account during the Trial Period is set out in the current price conditions, available at <https://marketplace.bygora.com/pricing/>. After expiry of the Trial Period, the User is obliged to pay the monthly usage fee for the Seller Account at full price, available at <https://marketplace.bygora.com/pricing/>. This does not apply if the User terminates the Seller Account during the Trial Period with a notice period of at least 30 days to the end of the Trial Period – as stipulated under the question "How can I terminate the contract with bygora?". If the Seller Account is not terminated during the Trial Period, the Trial Period ends and a new, full Contract Year (12 months) begins for the Seller Account at the then valid price conditions, available at <https://marketplace.bygora.com/pricing/>.

bygora offers you the possibility to test the services of a seller account on the bygora Marketplace for 6 months. The Trial Period can be terminated with a notice period of at least 30 days to the end of the Trial Period. If you terminate the Seller Account during the Trial Period, you will not incur any further obligations. If we were able to convince you of our services, you do not need to take any further action – a new contract year begins for your Seller Account at the end of the Trial Period at the then valid conditions and prices.

How much is the commission from bygora on my sales and is this offset against my monthly usage fee?

If the User of a Seller Account concludes a purchase contract with the User of a Buyer Account on the bygora Marketplace, the User of the Seller Account owes bygora a commission in the amount of the currently valid commission conditions, available at <https://marketplace.bygora.com/pricing/>. The commissions accrued within one month in favor of bygora are offset against the usage fee of the User of the Seller Account for the respective month. If the amount of the respective monthly commission exceeds the monthly usage fee, the User of the Seller Account owes only the commission in full; the respective monthly User fee is completely absorbed by the commission.

To keep the bygora Marketplace alive and to be able to constantly develop it for your benefit, we have decided to charge a monthly fee for the use of the functions of a Seller Account and a commission to be paid by the parties. The current commission amount can be found here: <https://marketplace.bygora.com/pricing/>. The monthly usage fee represents a minimum fee. The commission is included in the usage fee until the commission exceeds the usage fee. If the commission for a month is higher than the monthly usage fee, the usage fee for this month is completely absorbed in the commission and you only pay the (full) commission amount.

As a seller, how do I pay my monthly usage fee and commission?

The payment of the monthly usage fee and, if applicable, the commission can be made by the User of a Seller Account by means of the payment tools offered on the bygora Marketplace. Payment by means of

one of the payment tools is subject to the terms and conditions as well as the privacy policy of the provider of the respective payment tool:

- for the payment service provider Stripe at <https://stripe.com/de/legal> and <https://stripe.com/de/privacy>;
- for the payment service provider PayPal at <https://www.paypal.com/de/webapps/mpp/ua/Useragreement-full> and <https://www.paypal.com/de/webapps/mpp/ua/privacy-full>.

For payment, bygora uses service providers. Depending on which payment method you choose the terms and conditions of this payment service provider and its privacy policy apply.

Can I add additional Users as a buyer or seller?

The Admin User of a Buyer Account or Seller Account may invite other natural persons to use his respective account. But every natural person needs their own account. This feature will be available from 2022.

If you want to work as a team on the bygora Marketplace, you can add more people. For security reasons, each User needs his own account.

When does the invoice from bygora have to be paid?

Claims by bygora for the use of a Seller Account must be settled within 30 days of the invoice date at the latest. The invoice is issued monthly.

Invoices are issued monthly and to be paid within 30 days.

What is the duration of the contract for Buyers?

The contract with bygora for the free Buyer Account is concluded for an indefinite period.

Buyers can use the bygora Marketplace permanently and free of charge.

What is the duration of the contract for Sellers?

The contract period of the Seller Account is 12 months from the conclusion of the contract (above and hereinafter "**Contract Year**"). If the contract is not terminated, it shall be extended by a further contract year at the end of the then current Contract Year at the then applicable price conditions, available at <https://marketplace.bygora.com/pricing/>. The contract for the free Buyer Account is concluded for an indefinite period.

You do not need to do anything else to renew your contract with bygora. The contract is automatically extended for another year. For the new Contract Year, the price conditions at the time of renewal apply.

How can I terminate my contract with bygora?

The User may terminate the free part of the contract (Buyer Account) at any time in text form by sending an e-mail to support@bygora.com. Both contracting parties may terminate the contract for the Seller Account in text form with a notice period of 3 months to the end of the respective Contract Year; the User must send

the notice of termination to support@bygora.com. The right to extraordinary termination remains unaffected.

You can cancel the free Buyer Account at any time if you no longer wish to use the services of bygora. If you have booked a Seller Account, you can terminate it at the end of the respective Contract Year with a notice period of 3 months. If, for example, you concluded a contract with bygora on May 1st, you would have to terminate it by January 31st of the following year at the latest. The termination can be made e.g., by e-mail.

How does the bygora Marketplace work?

General Functioning

On the bygora trading platform ("**bygora Marketplace**"), entrepreneurs (within the meaning of § 14 of the German Civil Code) can offer goods for sale to other Users of the bygora Marketplace (User of the Buyer Account and Seller Account in this case together referred to as "**Prospective Buyer**") at a price set by the User of the Seller Account. Furthermore, the Users of the bygora Marketplace can conduct contract negotiations on the bygora Marketplace and subsequently conclude a purchase contract under the contract conditions stipulated by the User of the Seller Account or jointly negotiated.

If this is too "legal" for you – on the bygora Marketplace a Seller can offer goods and a Buyer can buy these goods. Seller and Buyer can also conduct contract negotiations, which are saved by bygora. Furthermore, bygora offers the possibility that the purchase price can be paid directly on the bygora Marketplace via a secure escrow account. Contact us if you would like to have the services and advantages of the bygora Marketplace explained to you personally. Our sales team is looking forward to hearing from you!

Sale of goods with fixed prices.

The goods can be offered by the User of a Seller Account at a purchase price determined per quantity unit of the goods. The Prospective Buyer can select goods from the offer of a User of a Seller Account and collect them in a so-called shopping cart via the button "add to cart". By clicking the button "Place order", the Prospective Buyer submits a binding acceptance to the User of the respective Seller Account to purchase the goods saved in the shopping cart. Before placing the order, the Prospective Buyer may view and change the data at any time. The contract conditions specified by the User of the Seller Account apply to the purchase contract; bygora has no influence on these contract conditions. After clicking the " Place order " button, bygora sends the Prospective Buyer an automatic order confirmation by e-mail, in which the order of the Prospective Buyer is listed again and which the Prospective Buyer can print out using the "print" function. The automatic order confirmation sent by bygora in the name of and with effect for and against the User of the Seller Account constitutes the acceptance of the offer by the User of the Seller Account. The User of the Seller Account is obliged to treat the order confirmation sent by bygora as if he himself had submitted the order confirmation to the Prospective Buyer. Furthermore, the User of the Seller Account is obliged to keep the goods and prices offered on the bygora Marketplace up to date at all times and to ensure that he can fulfil the purchase contracts concluded via the bygora Marketplace.

As a Seller, you can offer goods at a fixed price. As a Buyer, you can purchase the goods directly from the Seller via the bygora Marketplace. To facilitate processing for both parties, the order confirmation from bygora is deemed to be the declaration of acceptance on behalf of the Seller. If you are a Seller, it is in your own interest to always keep your stock of goods offered at fixed prices up to date.

Sale of goods with contract negotiation

The goods can be offered by the User of a seller account without setting a purchase price. In this case, the Prospective Buyer can ask the Seller for an offer via a communication tool integrated in the bygora Marketplace ("**bygora Messenger**") using the button "request quote" or submit an offer to the User of the Seller Account. If the User of the Seller Account and the Prospective Buyer agree, the User of the Seller

Account can create a custom order via the bygora Marketplace, which the Prospective Buyer can accept on the bygora Marketplace. For the purchase contract, the contractual conditions negotiated between the User of the Seller Account and the Prospective Buyer on the bygora Messenger apply and are to be taken into account by the User of the Seller Account when creating the purchase offer; bygora has no influence on the contract negotiation or the contractual conditions. The Prospective Buyer can accept the purchase offer by pressing the button "Place order". bygora then sends the Prospective Buyer an automatic order confirmation by e-mail, in which the order of the Prospective Buyer is listed and which the Prospective Buyer can print out via the function "print". The User of the Seller Account is obliged to treat the order confirmations sent by bygora as if he himself had submitted the order confirmation to the Prospective Buyer. Regarding goods offered on the bygora Marketplace, the Users are not entitled to conclude a sales contract or other sales contracts outside of the bygora Marketplace. Furthermore, with regard to goods offered on the bygora Marketplace, the Users are not entitled to conduct the contract negotiations with other means of communication than the bygora Messenger; should the Users infringe this rule, the Users mutually acknowledge that the correspondence beyond the bygora Messenger does not become the basis of the contract or content of the contract.

If you are a Seller, you can offer your goods on the bygora Marketplace. As a Prospective Buyer, you can enter into contract negotiations with the Seller. For this purpose, you use our bygora Messenger, which records the contract negotiations. If you agree with the other contracting party, the Seller can create a final custom order, which the Prospective Buyer can accept on the bygora Marketplace. In order not to jeopardize the special functions and the special transaction security of the bygora Marketplace, goods offered to another User on the bygora Marketplace may not be purchased by Users beyond the bygora Marketplace nor may any means of communication other than the bygora Messenger be used. It is in your own interest to comply with these provisions.

Data backup through the bygora Messenger

The User of the Seller Account and the Prospective Buyer are obliged to conduct contract negotiations exclusively via the bygora Messenger. The bygora Messenger saves information on the persons involved in the negotiation, the date and time of the communication as well as the content of the communication with regard to the sale of goods. With the creation of a purchase offer by the User of the Seller Account, the relevant correspondence on the bygora Messenger is automatically attached to the purchase offer as a PDF-document and made the basis of the purchase contract.

The bygora Messenger logs your communication with other Users and when you conclude a contract, a log is automatically created from the communication, which is attached to the purchase contract. Thus, the contract negotiations as well as the content of the contract are recorded, even if there is ever a dispute about a purchase contract or contract content.

Payment

The payment of the goods takes place directly between the Users of the bygora Marketplace exclusively on the bygora Marketplace via the payment tools selected by the User of the Seller Account. For this purpose, the User of the Seller Account must transmit his payment data of the payment service provider chosen by him to his contractual partner and respectively deposit these data on the bygora Marketplace. If the total amount of the transaction does not exceed the value of EUR 10,000.00, the User of the Seller Account can process the payment on the bygora Marketplace with the payment tools "Stripe", "Escrow.com" and "PayPal Commerce". In this case, the general terms and conditions and the privacy policy of the respective payment service provider apply (Stripe: <https://stripe.com/de/legal> and <https://stripe.com/de/privacy>; Escrow.com: (<https://www.escrow.com/legal>) and (<https://www.escrow.com/escrow-101/privacy-policy>); PayPal: <https://www.paypal.com/de/webapps/mpp/ua/Useragreement-full> and <https://www.paypal.com/de/webapps/mpp/ua/privacy-full>). If the total amount of the transaction exceeds the value of EUR 10,000.00, the payment is to be processed via the payment service provider "Escrow.com", in which case the general terms and conditions (<https://www.escrow.com/legal>) and privacy policy (<https://www.escrow.com/escrow-101/privacy-policy>) of Escrow.com apply. For a

transaction via Escrow.com, Escrow.com may charge fees depending on the amount of the transaction, which are solely based on Escrow.com's payment terms (<https://www.escrow.com/fee-calculator>).

As a seller, you may choose from the payment service providers offered on the bygora Marketplace for the transaction. From an amount of EUR 10,000.00, however, special regulations apply (e.g. anti-money-laundering provisions), so that we have formed a partnership with Escrow.com to simplify processing and increase transaction security. Payments of up to EUR 10,000,000.00 can be processed here. For the use of Escrow.com fees are incurred, which are to be borne by the Users.

Delivery

The delivery of the goods is to be agreed by the parties directly via the bygora Messenger as part of the contract negotiation and is to be carried out by the parties independently of the bygora Marketplace in accordance with the agreed conditions.

You can negotiate the transport of the purchased goods yourself with the other contracting party. Likewise, you can handle the transport yourself.

Will my data be treated confidentially?

bygora undertakes to treat as confidential all commercial, technical or other company-related information requiring secrecy which is disclosed or made accessible to bygora as a result of the business relationship and which is not intended for publication as a result of the use of the bygora Marketplace, and to use such information exclusively for the purposes of the business relationship and to pass it on only to those employees who are obliged to observe confidentiality.

bygora undertakes not to pass on confidential information to third parties or make it accessible in any other form, unless expressly stipulated otherwise, or unless this is required by the use and functioning of the bygora Marketplace, and to take all reasonable precautions to prevent access by third parties.

All information that the User discloses or makes accessible to bygora, which is expressly designated as confidential or which is recognizable as trade secrets to a reasonable third party due to its content ("**Confidential Information**"), is subject to confidentiality. The obligation to maintain confidentiality shall not apply or no longer to information which demonstrably (i) is or becomes publicly accessible without this being the responsibility of bygora, (ii) was already available to bygora at the time it was obtained or was subsequently compiled by it independently of the transmission by bygora, (iii) was obtained from a third party without breach of a confidentiality obligation, provided that, to the knowledge of bygora, the third party does not breach any duty of confidentiality by transmitting the information, or (iv) was developed by bygora independently and without recourse to Confidential Information, or (v) the User has consented to the transmission in text form or on the basis of the functioning of the bygora Marketplace. The burden of proof for the existence of one of the above exceptions is borne by bygora.

The User retains ownership and all other rights to the Confidential Information, whether protectable or not. Upon the User's request, bygora shall return the received embodied Confidential Information, to the extent it is not part of the Buyer Account, as completely as possible. bygora may instead destroy or delete the Confidential Information. In this case, the destruction or deletion must be confirmed in writing upon request. This obligation shall not apply to Confidential Information (i) stored in routine backups, (ii) required to be retained by law, regulation, court order and/or governmental authority, or (iii) copies of Confidential Information retained by bygora for records purposes. The confidentiality obligations under this Agreement remain unaffected.

The business or trade secrets that you may entrust to bygora when using the bygora Marketplace are treated confidentially. Therefore, bygora proactively submits to a confidentiality obligation and it is not necessary to enter into a separate confidentiality agreement.

When is data from bygora Messenger released or deleted?

The data stored and logged in the bygora Messenger will be stored by bygora for a period of 5 years from the date of the conclusion of the contract and can be accessed by any party to the contract via the bygora Marketplace and may also be used outside the Buyer Account or Seller Account.

To increase legal and transactional security, we save your contract negotiations on the bygora Messenger for a period of 5 years. If – which we hope does not happen – a disagreement with the other contracting party or even a legal dispute should arise, you can retrieve the correspondence from the bygora Messenger. Also, for this reason we have excluded the use of other means of communication on the bygora Marketplace.

Does bygora take business decisions off my hands?

The User is solely responsible for his business decisions, including those based on the use of the bygora Marketplace or the bygora Messenger.

At no time does bygora prescribe how a company should act. Every User is free to decide whether and under which conditions he wants to conclude a contract on the bygora Marketplace. Since you are free in your business decisions, bygora assumes no liability if they prove to be disadvantageous. Just as bygora will not participate in any business success that you achieve as a result of using the bygora Marketplace.

Are my sales on the bygora Marketplace subject to sales tax?

The User of a Seller Account is responsible for checking and deciding whether the respective transaction on the bygora Marketplace is subject to VAT. bygora does not provide any tax advice and does not issue any recommendations.

Regarding the large number of international transactions on the bygora Marketplace, bygora cannot check in each individual case whether sales tax is due for a sale or not. The Seller may carry out a corresponding tax check himself and save the corresponding conditions for the Buyer in the Seller Account or take them into account when creating an offer or during the contract negotiations.

Is the bygora Marketplace always and continuously available?

bygora may modify, suspend or terminate the bygora Marketplace, provided and to the extent that the contractually agreed service continues to be available to the User. bygora strives to make the bygora Marketplace available to the User with as little interruptions as possible; however, from a technical point of view, a continuous uninterrupted availability (100 %) of the bygora Marketplace cannot be guaranteed. In particular, maintenance, security or capacity issues, as well as events beyond the control of bygora (such as disruptions of public communication networks, power outages, etc.) may lead to disruptions or temporary suspension of the bygora Marketplace.

We reserve the right, for example, to rename the bygora Marketplace or to add new functions. For this, it would not be practicable to obtain the consent of every User. However, contractually we always are obliged to provide at least the services that we promised you at the time of the conclusion of the contract. Of course, we always try to provide the bygora Marketplace as uninterrupted as possible and to give you the best User experience. So far, we have succeeded in keeping the bygora Marketplace uninterrupted – except for short interruptions due to updates and improvements.

What is the liability of bygora?

bygora is liable without limitation in the case of intent or gross negligence, for injury to life, limb or health, according to the provisions of the Product Liability Act as well as to the extent of a guarantee assumed by bygora. In the case of a slightly negligent breach of an obligation that is essential for the achievement of the purpose of the contract (cardinal obligation), the liability of bygora is limited to the amount of the damage that is foreseeable and typical according to the type of the transaction in question. A further liability of bygora does not exist. This limitation of liability also applies to the personal liability of the employees, representatives, organs and vicarious agents of bygora. bygora is only liable for the loss of data up to the amount that would have been incurred to restore the data if it had been backed up properly and regularly. Any further liability of bygora is excluded on the merits.

A disclaimer is common in business transactions. We have taken care to find a balanced and fair disclaimer regarding the liability of bygora.

Does bygora use subcontractors?

bygora is entitled at any time to use subcontractors or vicarious agents to fulfil its contractual obligations towards the User without the need for the User's consent.

bygora cannot provide all services (e.g. webhosting) itself. bygora will – in its own interest – select the subcontractors very carefully and monitor their reliability, because ultimately bygora is liable for any fault of the subcontractors towards the User as for its own fault. For reasons of practicability, we cannot obtain the consent of all Users for every change of subcontractor.

What happens in the event of force majeure?

In cases of force majeure, bygora is released from the obligation to provide the services for the duration and to the extent of the effect. Force majeure is any event beyond the control of bygora, by which bygora is wholly or partially prevented from fulfilling its obligations, including fire damage, floods, strikes and lawful lockouts as well as operational disruptions or official decrees for which bygora is not responsible. Supply difficulties and other performance disruptions on the part of the suppliers of bygora are only considered force majeure if the upstream supplier for its part is prevented from providing the service incumbent upon it by an event in accordance with sentence 2. bygora will immediately notify the User of the occurrence and cessation of the force majeure and will use its best efforts to remedy the force majeure and to limit its effects as far as possible. The right of each contracting party to terminate the contract for good cause in the event of prolonged force majeure remains unaffected.

We always try to provide our services as good and uninterrupted as possible. However, if, for example, an earthquake or fire destroys the IT infrastructure of our hosting service provider, we simply cannot provide the service. Therefore, we are released from our performance obligations for the period of force majeure.

What happens if I do not comply with the rules of the bygora Marketplace?

bygora reserves the right, in the event of suspicion of improper use or significant breaches of contract, to investigate these processes, to take appropriate precautions and, in the event of justified suspicion, to block the User's access to the content and/or, if necessary, to terminate the contractual relationship without notice in the event of particularly serious breaches. The User must inform bygora immediately of any indications of misuse of the bygora Marketplace.

If bygora determines, for example, that a User is providing incorrect information or is using the bygora Marketplace for anti-competitive purposes, bygora will immediately block this User to protect honest Users and terminate the contractual relationship. If you notice an abusive use of

the bygora Marketplace, you must inform us immediately – also in your own interest and in the interest of every other User.

Do I receive any rights to the software or to the bygora Marketplace?

Unless expressly stated otherwise in these General Terms and Conditions, bygora reserves all proprietary rights to the bygora Marketplace, in particular with regard to the methodology, the calculation model, the underlying process, the structure and the design of the bygora Marketplace as well as the software used on the bygora Marketplace. bygora does not grant the User any proprietary rights to the software used on the bygora Marketplace, in particular its source code. The User is not entitled to reproduce the software used on the bygora Marketplace, to edit it (including redesigning the software, converting it into other programming languages and for other operating systems), to transfer it into other forms of presentation and to change, continue and supplement it in any other way, to distribute it in unchanged or changed form, to reproduce it publicly or to transfer the rights of use granted within the framework of this contract of use, whether for a fee or free of charge. Any exploitation and marketing rights are exclusively reserved by bygora. The User is only entitled to decompile and reproduce the software used on the bygora Marketplace if this is required by law.

As a User, you receive the right to use the bygora Marketplace as a service. We have invested a lot of development effort in the bygora Marketplace, so that our developments remain our intellectual property and we do not transfer this within the framework of a usage agreement.

May I collect information provided on the bygora Marketplace?

The User is not entitled to publish, make publicly accessible or otherwise publicly use the contents or parts thereof provided on the bygora website and the bygora Marketplace or to search, copy, make publicly accessible or otherwise use them in whole or in part with the aid of technical aids – in particular so-called screen-scraping technologies such as crawlers or bots.

The bygora Marketplace is intended to provide Users with a transparent form of pricing and contracting. We want to prevent the content provided on our website from being used by third parties to make it public or also to use it against our Users or to influence competition.

Why do the T&Cs of bygora apply exclusively?

These General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the User only become part of the contract if and insofar as bygora has expressly agreed to their validity.

bygora has tailored these General Terms and Conditions to the bygora Marketplace and found a fair solution for both sides. bygora does not have the capacity to check whether the general terms and conditions of every customer are also suitable for the services of bygora. Also, the general terms and conditions of a customer cannot be adapted to the very specific requirements of the bygora Marketplace, so that unfortunately they often contain unsuitable regulations.

What other general provisions are there?

The User is only entitled to a right of set-off if his counterclaims have been legally established or are undisputed by bygora. The law of the Federal Republic of Germany applies exclusively, with the express exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes in connection with the bygora Marketplace and these General Terms and Conditions is the Munich I Regional Court in Munich, Bavaria, Germany (Landgericht Muenchen I). These

General Terms and Conditions are exclusively authoritative in the German language version; translations of these General Terms and Conditions are for illustrative purposes only. Should individual provisions of this contract be or become invalid or void in whole or in part, this shall not affect the validity of the remainder of the contract. The parties undertake to replace the invalid or void provision with a valid provision that comes as close as possible to the intended economic purpose. The same shall apply in the event of a loophole in the contract. Amendments and supplements to this contract must be made in writing. This also applies to the amendment or cancellation of this clause.

We are pleased that you use or would like to use the bygora Marketplace. The place of jurisdiction for disputes is the Munich I Regional Court in Munich, Germany. Should you ever be dissatisfied with our services or have suggestions for improvement, please feel free to contact us at any time. A high level of customer satisfaction is a matter of the heart for the entire bygora team!

Thank you very much for your trust and for using bygora!

Michael Koid (CEO bygora)