

GEORG

General Terms and Conditions (GTC) Georg Media

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1. Scope of Application

- a. These General Terms and Conditions ("GTC") of Georg GmbH & Co. KG ("Georg Media ") shall apply to all contracts for the delivery of products concluded by a consumer or entrepreneur ("Customer") with Georg Media regarding products displayed in Georg Media's online shop or websites. The Customer 's own terms and conditions do not apply, unless otherwise agreed with the Customer.
- b. A consumer in the sense of these GTC is any natural person who enters into a legal transaction for purposes which can predominantly neither be attributed to his/her commercial activity nor his/her self-employed professional activity. Entrepreneur in the sense of these GTC is a natural or legal person or a partnership with legal capacity, who acts in its commercial or self-employed professional activity when entering into a legal transaction.
- c. According to the product description of Georg Media, the object of the contract is the sale of products by way of a one-time delivery or the sale of products by way of a permanent delivery ("Subscription"). The products offered by Georg Media are e.g. books, magazine-subscriptions, magazines, ePaper, memberships, software, or other fee-based articles and temporary fee-based online services. In addition, Georg Media offers the publication and distribution of print and online advertisements as well as other services. In the case of Subscriptions, Georg Media undertakes to supply the Customer with the contractually owed products for the duration of the agreed contract period in the contractually owed time intervals.

2. Conclusion of Contract

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2.1 Conclusion of contract via the webshop

- a. The presentation of the products in the online shop does not constitute a legally binding offer on the part of Georg Media, but a non-binding online catalogue. The presentation of the products applies "as long as stocks last", unless otherwise stated for the products. Errors are excepted. The Customer places products in the virtual shopping basket and submits a binding offer with regard to the products contained in the shopping basket by sending the order (by clicking the button "order with payment"). The Customer may also submit the offer to Georg Media by telephone, fax, e-mail or post.
- b. Immediately after sending the order, Customers will receive a confirmation of receipt of their order by e-mail. Georg Media can accept the Customer's offer by sending the Customer a written order confirmation or an order confirmation in text form (fax or e-mail), the receipt of the order confirmation by the Customer is decisive, or by delivering the ordered products to the Customer, the receipt of the products by the Customer is decisive, or by requesting payment from the Customer after placing his order.
- c. The text of the contract will be saved by Georg Media and sent to the Customer by e-mail upon request.
- d. Georg Media shall be entitled to void the order in case the order confirmation of Georg Media contains any typographical or printing mistakes or should the price determination be based on technical transmission errors, whereby Georg Media must prove the error.
- e. Only the German language is available for the conclusion of the contract.

2.2 Special features when concluding a contract about NXT-A membership

- a. To register as a user, an online registration form is first filled out. The user agrees to the (i) general terms and conditions, (ii) the general terms and conditions of "NXT A" and (iii) Georg Media's data protection agreement. Georg Media will then send an email to the email address provided by the user when registering. This email contains a confirmation link. By clicking on the link, the contract between Georg Media and the user ("member") is concluded and the registration is completed.
- b. Acceptance by clicking on the link must be declared no later than 14 days after submitting the application. Up to this point in time, the future member is bound to their application for club membership, unless they make use of any statutory right of withdrawal. Georg Media is under no obligation to accept the application.

3. Prices and Terms of Payment

3.1 Prices and Terms of Payment in general

- a. All prices are quoted in Euro including sales tax. The prices at the time of the order apply. Any additional delivery and shipping costs will be stated separately in the respective product description.

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- b. The purchase price shall be due without deduction immediately upon receipt of the products and shall be paid into one of the accounts of Georg Media specified in the invoice.
- c. In the case of Subscriptions, the Subscription price becomes due upon receipt of the invoice. Georg Media reserves the right to adjust the prices, taking into account the general rate of inflation, even if Subscriptions continue to exist. This right to adjust prices shall apply in particular in the event of demonstrable increases in material, shipping and labour costs, in accordance with the relevant customer information.
- d. Magazines and books are subject to fixed prices in Germany. Any short-term price increase and decrease by the publisher must therefore be passed on to the customer. If the price is reduced, the lower price will be charged. In the event of a price increase, the article will only be sent and calculated after prior consultation with the customer and his consent. The same applies when ordering electronic media. Price errors remain reserved.
- e. The Customer is not entitled to withhold payments unless the Customer has a statutory right to withhold payment. In the event of default, interest and collection costs shall be charged. Georg Media may demand advance payment for further orders or outstanding partial deliveries in the event of default in payment.
- f. Within Germany, the Customer can pay by invoice (amount payable after receipt of delivery), in advance (amount to be paid before delivery of the products), by debit or by credit card. Georg Media accepts VISA and Mastercard/Eurocard. When paying by credit card, the invoice amount is due immediately upon ordering. You cannot pay by invoice outside of Germany.
- g. If invoices for deliveries and services are paid using the SEPA direct debit procedure, the customer receives advance information on the direct debit no later than one day before the due date.

3.2. Terms of Payment for NXT-A membership

- a. The membership fee is due for the first time after the first non-contributory month of membership on the 5th of each subsequent month. The membership fee is collected from the member's bank account. By registering, the club member consents to the collection of the monthly membership fee. The bank and processing costs of EUR 1.00 incurred in returning a direct debit will be charged to the member. Georg Media reserves the right to cancel membership after incorrect direct debit.
- b. In the case of possible special or corporate customer memberships, the total member price is to be paid in one sum in advance.
- c. Georg Media reserves the right to increase the membership fee or to change these membership conditions. This will be communicated to the user in good time in advance, combined with the right of the user to extraordinarily terminate the membership in this case, which is also expressly pointed out in advance.
- d. The member must notify Georg Media of a change in their address or bank details in good time so that the monthly membership fee can be collected.

4. Term and notice period

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4.1 Term and notice period subscription

Annual subscriptions cannot be canceled in the first reference year and then monthly

4.2 Term and notice period NXT A

- a. Membership is unlimited and begins on the entry date. Membership can be terminated at any time at the end of the month by both contracting parties in text form (§ 126b BGB, e.g. fax or email) (email: contact.nxt-a@georg-media.de).
- b. The termination by the user takes place via the termination function in the respective user profile of the member. For some of the offered memberships, in particular campaign-related special memberships as well as memberships for business customers, the fixed terms expressly stated in the order apply to which the user is expressly advised in advance.
- c. The right to terminate the contract without notice for important reasons remains unaffected for both contracting parties. There is an important reason in particular if the membership fee is not paid on the due date or if there is a violation of the contractual terms and conditions, including the conditions for using the NXT-A online platform.

5. Delivery and Shipping Conditions

- a. Delivery is made to the postal address specified in the order (no P.O. box). If the ordered work has not yet been published, the order will be reserved. We are entitled to make partial deliveries. Ordered deliverable titles will be sent to you immediately. Titles ordered but not yet available will be delivered immediately after publication.
- b. In case of products that are already sold out, you will be informed of this fact immediately; you can then either cancel the order or put your name down for a possible new edition. In this case, down payments will be refunded immediately.
- c. Products are delivered in accordance with the contract (unless otherwise stated) by the service company commissioned by us:

A&O GmbH
Elisabeth-Selbert-Straße 5
D-63110 Rodgau-Dudenhofen
Germany
- d. The delivery time is approximately five working days. All deliveries to commercial customers are made at the customer's risk.
- e. Delivery outside of Germany is only possible with prepayment. After receipt of the invoice amount, the goods will be delivered immediately by the service company commissioned by us.
- f. When ordering through bookstores, their terms and conditions apply.

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6. Responsibility for services and content; Protection of access data
- 6.1 Responsibility for services and content; Protection of access data for ePaper and Paid Content
 - a. Paid Content includes the one-time download of articles ("Paid Articles") against payment as well as temporary access ("Access Right") to certain services and offers against payment. It may, for example, be a single article with an attached PDF from an electronic journal archive.
 - b. The use of Paid Articles requires a registration. The address data requested during registration must be complete and correct, e.g. first and last name, current address (no P.O. box) and telephone number (no value-added service number), a valid e-mail address and, if applicable, the company and an authorized representative.
 - c. When registering, the Customer chooses a member name and a password. The member name may not violate the rights of third parties - in particular no name or trademark rights - and may not offend common decency.
 - d. Customers must keep their password secret and carefully secure access to their member account. Customers are obliged to inform Georg Media immediately if there are indications that a member account has been misused by third parties.
 - e. Georg Media will not disclose a member's password to third parties.
 - f. Georg Media reserves the right to delete member accounts of incomplete registrations after a reasonable period of time.
 - g. For Customers with certain Subscription rights there is a discount on Paid Articles. More details can be found in the price information for the individual Paid Article. Discounts for the different Access Rights are detailed when registering for the Access Rights. Unless otherwise stated, Access Rights are calculated in advance for the specified period.
 - h. Georg Media reserves the right to change prices at any time and will inform the Customer in a timely manner.
 - i. After payment has been made, the download of the Paid Article is possible immediately, but only within a period of 10 minutes after the processed payment. After the download the product is available to the Customer for unlimited time. Access Rights are transferred immediately and limited to the specified period after the payment process.
 - j. The download link to each e-book is valid for 4 weeks per purchase. The download can be started maximum 5 times.
 - k. Reproduction and distribution of the downloaded Paid Articles and e-books is not permitted without prior agreement and written confirmation from Georg Media. The username and the password, which allow the acquired access, may not be passed on to third parties.
 - l. Unless otherwise agreed, Access Rights may be terminated in writing with 6 weeks' notice to the end of the invoicing period.
 - m. If the downloaded file is defective, the Customer is entitled to a replacement. This replacement shall not exist if the file cannot be opened due to incompatible software.

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6.2 Responsibility for services and content; Protection of access data regarding NXT-A

- a. Georg Media is responsible for the services of NXT-A and the content published by NXT-A. However, Georg Media assumes no responsibility for content published by club members on the NXT-A community offers.
- b. The registered user is responsible for the protection of their access data, they are also obliged to inform Georg Media immediately of any third-party knowledge of their access data and of misuse. Georg Media is not liable for any damage caused to the registered user and / or the third party through misuse or loss of access data.

7. Right of withdrawal

7.1 Right of withdrawal in general

- a. Consumers are generally entitled to a right of withdrawal.
- b. You can cancel your contract declaration within 14 days without giving reasons in text form (e.g. letter, fax, email) or, if a product is at your disposal before the deadline, - by returning the product. The period begins with the receipt of this instruction in text form, however not before the recipient has received the products (in the case of recurring deliveries of the same type, not before the receipt of the first partial delivery) and also not before fulfilling our information obligations in accordance with Art. 246 § 2 in conjunction § 1 paragraph 1 and 2 EGBGB. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. You can use the attached model withdrawal form, but this is not mandatory.
- c. The revocation must be sent to:

Georg GmbH & Co. KG
Marion Bucher
Balanstrasse 73, Building 31
81541 Munich
Germany
Fax-Nr. +49 89 / 43 60 05 – 117
kundenservice@georg-media.de

d. Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will

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have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

- e. The products shall be returned to:

A&O GmbH
Elisabeth-Selbert-Straße 5
D-63110 Rodgau-Dudenhofen
Germany

Note:

The statutory exceptions pursuant to § 312 g Abs. 2 BGB (German Civil Code) shall apply.

7.2 Right of withdrawal for digital content (Paid-Articles and eBook downloads) and services

- a. Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods or, in the case of partial deliveries, the last delivery. To exercise your right of withdrawal, you must inform us of your decision to cancel this contract at

Georg GmbH & Co. KG
Marion Bucher
Balanstrasse 73, Building 31
81541 Munich
Germany
kundenservice@georg-media.de
Fax-Nr. +49 89 / 43 60 05 – 117

by means of a clear statement (e.g. a letter sent by post, fax or email). You can use the attached model withdrawal form, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send your communication regarding your exercise of the right of cancellation before the cancellation period expires.

- b. Effects of withdrawal

In the event of an effective revocation, the services received on both sides must be returned and any benefits used (e.g. interest) surrendered. If you are unable to return the performance received, in whole or in part, or only in a deteriorated state, you may have to compensate us for the value. This does not apply to the surrender of goods if the deterioration of the goods can only be traced back to their inspection - as you would be able to do in a retail store. In addition, you can avoid the obligation to pay compensation for deterioration caused by the intended use of the item by not using the item as your property and refraining from doing anything that could impair its value. Dispatchable goods are returned at our expense and risk. Items that are not ready for parcel delivery will be picked up from you. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you when you send your cancellation or the goods, for us with their receipt.

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c. Notes on expiry of the right of withdrawal:

The right of withdrawal expires prematurely in contracts for digital content, such as e-books if the customer requests and carries out the download of the digital content before the withdrawal period has expired.

d. The statutory exceptions pursuant to § 312 g Abs. 2 BGB (German Civil Code) shall apply.

8. Data protection

Detailed provisions on data protection can be found at:

<https://www.georg-media.de/datenschutz/>

9. Retention of title

- a. In relation to consumers, Georg Media retains title to the delivered goods until the purchase price owed has been paid in full.
- b. Georg Media reserves ownership of the goods delivered to entrepreneurs until all claims from an ongoing business relationship have been settled in full.
- c. If the customer acts as an entrepreneur, he is entitled to resell the reserved goods in the ordinary course of business. The customer assigns all resulting claims against third parties in the amount of the respective invoice value (including sales tax) to Georg Media in advance. This assignment applies regardless of whether the reserved goods have been resold without or after processing. The customer remains authorized to collect the receivables even after the assignment. Georg Media's authority to collect the claims itself remains unaffected. However, Georg Media will not collect the claims as long as the customer meets his payment obligations towards Georg Media, does not default and there is no application to open insolvency proceedings.

10. Liability for Defects (warranty) and Transport Damage

- a. If the Customer acts as an entrepreneur, Georg Media shall have the choice of the type of remedy for defects; in the case of new products, the limitation period for defects shall be one year from the passing of risk; the limitation period shall not commence again if a replacement delivery is made within the scope of liability for defects.
- b. If the Customer acts as a consumer, the statutory warranty shall apply. For all defects occurring during the statutory warranty period of two years from delivery, the Customer shall have the statutory right to remedy (at the Customer's option: rectification of the defect or replacement) and - if the statutory requirements are met - the statutory rights to reduction or revocation as well as compensation for damages.
- c. If products with obvious transport damages are delivered, please report such defects immediately to the carrier and contact us as soon as possible: Phone number: +49 89 436005-0
- d. Failure to make a complaint or contact us will not have any consequences for your statutory warranty rights. However, you can help us to be able to assert our own claims against the carrier

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or the transport insurance.

11. Liability

Georg Media shall be liable to the Customer for all contractual, quasi-contractual and statutory claims, including claims in tort, for damages and reimbursement of expenses as follows:

- a. Georg Media shall be liable without limitation on any legal grounds whatsoever in the event of willful intent or gross negligence, in the event of willful or negligent injury to life, limb or health, on the basis of a guarantee promise, unless otherwise agreed, on the basis of mandatory liability such as under the Product Liability Act.
- b. If Georg Media negligently violates a material contractual obligation, liability shall be limited to the foreseeable damage typical for the contract, unless unlimited liability is assumed in accordance with the above clause. Material contractual obligations are obligations which the contract imposes on Georg Media in order to achieve the purpose of the contract, the fulfilment of which is essential for the proper execution of the contract and the observance of which the Customer may regularly rely on.
- c. Any other liability on part of Georg Media is excluded.
- d. The above liability provisions shall also apply with regard to the liability of Georg Media for its vicarious agents and legal representatives.

12. Applicable Law

All legal relationships between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, this choice of law only applies to the extent that the protection granted by mandatory provisions of the law of the state in which the consumer has its habitual residence is not withdrawn.

13. Place of Jurisdiction

If the Customer acts as a merchant, legal entity under public law or special fund under public law with its registered office in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be Munich. If the Customer has its registered office outside the territory of the Federal Republic of Germany, Munich shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the professional or commercial activity of the Customer. In the aforementioned cases, however, Georg Media shall in any case be entitled to bring action before the state court at the Customer's place of business.

14. Consumer Dispute Resolution

The European Commission provides a platform for out-of-court online dispute resolution (so-called OS platform) at <https://ec.europa.eu/consumers/odr>. In this context, we are legally obliged to notify you of our email address. This is kundenservice@georg-media.de. We endeavor to settle any

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disagreements from our contract by mutual agreement. In addition, we are neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration board.

15. Final provisions

15.1 Final provisions in general

If a provision of these GTC is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be deemed to be replaced by a provision that comes closest to the meaning and purpose of the invalid provision in a legally effective manner. The same applies to any loopholes.

15.2 Final provisions NXT-A

- a. Changes to the terms of the contract will be communicated to the club member in advance via email. A change is considered approved if the club member does not object in writing within one month. Georg Media will notify the member of this separately in the corresponding notice regarding the change in the conditions of participation.
- b. Georg Media is only able to carry out a very limited check of the member registration data stored on the websites operated by Georg Media, as the identification of persons on the internet is only possible to a limited extent. Despite various security precautions, it is therefore not excluded that incorrect contact details were stored for a member account. Every member must therefore convince themselves of the identity of their contractual partner.

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