General Terms and Conditions

(As of: 26.11.2024)

§ 1 General, Scope of Application

(1) These General Terms and Conditions (GTC) contain the terms and conditions agreed between the Service Provider

sync signal GmbH
Pickardstr. 14B
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GERMANY

Represented by the Managing Director Mr. Sascha Quartz

E-Mail: hello@tiktory.com

hereinafter referred to as the "Operator"

and the respective users for the use of the service referred to as "TIKTORY" under www.tiktory.com as well as related subpages and related legal transactions (hereinafter collectively referred to as the "Platform").

(2) NOTE: In the context of this contractual agreement, the generic masculine ("the user") is used purely for the sake of better readability. Of course, this agreement also addresses female, diverse and non-binary people.

(3) These General Terms and Conditions as well as the EULA (End User Licence Agreement) published by the Operator conclusively regulate the contractual relations between the Operator and the Users and constitute the exclusively applicable provisions; The Operator does not recognise any terms and conditions of the Users that conflict with or deviate from these T&Cs, unless the validity has been expressly agreed to in writing. In case of doubt, the EULA takes precedence over the T&Cs.

(4) The business relationships between operator and user are subject to the law of the Federal Republic of Germany. In the case of consumers, this choice of law applies only to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

(5) The place of jurisdiction is Saarbrücken if the user is a merchant, a legal entity under public law or a special fund under public law.

(6) If the User does not agree with the General Terms and Conditions or their amendments, the Operator reserves the right to shut down or delete the associated account.

§ 2 Consumer information (scope of application, conclusion of contract, other information for consumers)

(1) The text of the contract is not stored by the operator after the conclusion of the contract and is therefore not accessible. The language of the contract is German. The user can access, save and print these general terms and conditions in the current version from the website; the user can save the applicable version accordingly when concluding the contract.

(2) With regard to information on data protection, please refer to the relevant section of these Terms and Conditions as well as to the Privacy Policy (English: https://tiktory.com/en/privacy-policy; German: https://tiktory.com/de/privacy-policy) on the operator's website.

(3) The user can only view his past activities (uploads, statistics depending on availability) by creating a corresponding user profile on the platform. Regardless of the establishment of such a profile, screen photographs may be taken and stored for private purposes during the entire registration process. It is also possible to print out the screen content at any time.

(4) Customer information: You can correct your entries at any time as part of the registration and conclusion of the contract. We will inform you about correction options on the way through the registration and purchase process. You can also completely end the registration and purchase process at any time by closing the browser window / app.

(5) Consumers have the option of using alternative dispute resolution. The following link from the EU Commission (also known as the ODR platform) contains information on online dispute resolution and serves as a central point of contact for the out-of-court settlement of disputes arising from online sales contracts or online service contracts: http://ec.europa.eu/consumers/odr.

(6) Obligation to provide information in accordance with the Consumer Dispute Resolution Act (§36 VSBG): The operator is neither willing nor obliged to participate in further dispute resolution proceedings before a consumer arbitration board.

§ 3 Account; Registration

(1) In order to make use of the services offered by the platform and, in particular, to publish content yourself, registration on the platform is required.

(2) After starting the registration process by clicking on the "Register" button, the personal data requested in the opening form must be entered and transmitted to the operator by clicking on the "Register now" button. When registering, first and last name, address (in the case of fee-based services), a valid e-mail address and a password that can be freely selected within the framework of the security requirements will be requested. The Operator reserves the right at any time to make the creation of a user account dependent on the provision of further personal data, insofar as this is necessary for reasons of the effective operation of the platform.

(3) As an alternative to the registration option with the operator, registration with an existing Google account is possible. The above and following provisions apply accordingly. The Operator may request a supplement or confirmation of the data transmitted by Google. Details on data use are regulated in the privacy policy (English: https://tiktory.com/en/privacy-policy; German: https://tiktory.com/de/privacy-policy).

(4) When choosing the password, the user must observe the guidelines for assigning secure passwords in order to protect this password against misuse. For this purpose, the operator recommends a string of at least eight characters, consisting of upper and lower case letters as well as at least one number and one special character. The disclosure of the password to third parties is prohibited.

(5) Registration is free of charge.

(6) Registration is only possible for persons of legal age who have full legal capacity. The age of majority and legal capacity are governed by the law of the country in which the user resides.

(7) The indication and choice of whether a commercial or private account is used is required as part of the booking of a fee-based service with our payment provider. Commercial customers must provide their VAT ID. All information is binding and must be true. Subsequent changes to the status must also be made immediately in the user account.

(8) After successful submission of the registration request, the user must enter the code sent to the e-mail address provided on the platform and thus confirm the validity of the e-mail address (double opt-in).

(9) Further information on the collection, storage and processing of this personal data can be found in the Privacy Policy (English: https://tiktory.com/en/privacy-policy; German: https://tiktory.com/de/privacy-policy) of the operator.

(10) The user is obliged to provide complete and truthful information when registering. The operator reserves the right to shut down or delete user accounts for which obvious false information has been provided (so-called "fake accounts") at any time and without separate prior notice. The operator reserves the right to claim damages and other claims resulting from the untruthful information.

(11) User accounts are non-transferable.

(12) The Operator may make the use of certain functions of the services offered or the extent to which individual functions can be used subject to the fulfilment of additional requirements, e.g. the provision of additional data, verification and verification of the User's data, the duration of use, the type of use (private/commercial) and/or the submission of certain evidence.

§ 4 Object of agreement; scope of services provided by the operator; Service Level

(1) Upon successful registration, a user agreement for the use of the "TIKTORY" platform is concluded between the User and the Operator, which allows the User access to the functions of the Operator's platform in accordance with these General Terms and Conditions.

(2) The registered user must link his TikTok account ("Handle") with the account with the operator. One handle can be deposited per account.

(3) With a browser window opened in the platform, the user can then use the functions provided by the operator. The provisions of these Terms and Conditions apply to use.

(4) This User Agreement does not create a legal entity or other company between the Operator and the User. Likewise, no employment relationship is established. Each party remains fully responsible for its own actions and tax concerns.

(5) A User is not entitled to call himself a commercial agent or other authorized representative of the Operator.

(6) The operator makes every effort to keep the platform as well as the associated services and functionalities permanently accessible. Nevertheless, temporary connection interruptions or problems, the need to install updates and improvements as well as other temporary technical restrictions regarding the availability of the site do not give rise to any claims against the operator. Exceptions are regulated in the section on warranty in these GTC.

(7) The operator guarantees a service level in the form of an annual average availability of the platform of 90%.

(8) The visual presentation of the content is based on the general design of the platform. The Operator is always authorised to visually adapt content transmitted by the User in such a way that it fits into the graphic style of the Platform. To this end, the operator also reserves the right to place the user's content at another location for technical, legal and/or organizational reasons, insofar as this is reasonable for the user and the change does not exert a significant influence on the user's content.

(9) The functions also result from the presentation on the website and the service package booked by the user. As part of the points system, the Provider stores the data of the User's viewers specified in the Privacy Policy for the contractually agreed duration.

(10) The provider is not responsible for the use, the legal admissibility of the functions used, the exact design and selection and for any data protection or competition law assessments of the use of the platform; the user alone is responsible.

§ 5 User Generated Content

(1) The operator reserves the right to provide further information about a user in the context of the screen or stream display and on the respective profile. These include, but are not limited to:

a. Publicly available data such as user picture, profile picture, username
b. Comments
c. Reactions

(2) The user must be aware that the platform is only intended and designed to adapt the visualization of a stream. All content of the user and his followers / viewers is solely the responsibility of the user or the participating persons.

(3) The Platform provides features to use and share content and provides you with the ability to create, submit, post, display, transmit, perform, publish, distribute, or transmit content and materials in the Application, including, but not limited to, text, writing, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Submissions"). Submissions may be viewed by other users of the Application and through third-party websites or applications (in particular those with which YOU connect). Therefore, any Submissions you submit may be treated as non-confidential and non-proprietary. If you create or make available Submissions, you represent and warrant that:

- The creation, distribution, transmission, public display or performance, and the accessing, downloading or copying of your Contributions will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret or moral rights of any third party.
- You are the creator and owner, or have the necessary licenses, rights, consents, releases, and permissions to authorize us, the Licensed Application, and other users of the Application to use your Contributions in any manner contemplated by the Application and this License Agreement.
- You have the written consent, release, and/or permission of each and every identifiable person in your Contributions to use the name or likeness, or each and every one of such identifiable individuals, to facilitate the inclusion and use of your Contributions in any manner contemplated by the Application and this License Agreement.
- Your contributions are not false, inaccurate or misleading.
- Your Submissions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or any other form of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, defamatory, libelous, or otherwise objectionable (as determined by the Company).
- Your posts do not ridicule, mock, denigrate, intimidate or insult anyone.
- Your Contributions will not be used to harass or threaten another person (in the legal sense of these terms) or to promote violence against any particular person or group of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your contributions do not violate applicable laws regarding child pornography or otherwise serve to protect the health or well-being of minors.
- Your posts will not contain offensive comments related to race, national origin, gender, sexual preference, or physical disability.
- Your Contributions will not otherwise violate any provision of this License Agreement or any applicable law or regulation, and will not link to any material that violates them.

Any use of the Platform in violation of the foregoing violates this License Agreement and may result, among other things, in the termination or suspension of your rights to use the Application.

(4) The User is prohibited from using technical means to modify the Operator's services, in particular – but not limited to – using ad blockers.

(5) Each user declares through each upload / stream that he is legally and factually entitled, authorized and able to distribute, reproduce and/or make available to the public the content he generates. All information provided must be true and represents a binding declaration by the respective user.

(6) In particular, users are obliged - even in the absence of a corresponding legal prohibition - to refrain from any actions that could endanger the secure operation of the platform or harass other users or that otherwise go beyond the intended use of the platform. Users are obliged in particular to refrain from

- Send email advertisements, SMS advertisements, junk and/or spam mail, chain letters or other harassing content,
- Distribute viruses, Trojan horses or other technologies that could harm the Platform or the interests or property of other users;
- impose an undue load on the Platform's infrastructure or otherwise disrupt or jeopardize the functioning of the Platform, including, but not limited to, transmit to the Platform an above-average amount of data or requests, or engage in a sustained transfer of such data;
- to reproduce, make publicly available, distribute, edit or otherwise use content published on the Platform without the prior consent of the Operator in a manner that goes beyond the intended use of the Platform,
- to reproduce, make publicly available, distribute, edit or otherwise use third-party content without their prior consent in a way that goes beyond the intended use of the platform,
- use crawlers, spiders, scrapers or other automated mechanisms to access the Platform and collect content without the express written consent of the Operator, and in particular display it in a prepared form elsewhere,
- collect information, in particular e-mail addresses or telephone numbers, about other users without the prior consent of the users,
- circumvent any measures or mechanisms designed to prevent or restrict access to the Platform
- Solicit other users to disclose passwords or other personally identifiable information and use them for commercial or unlawful purposes.

(7) Users are obliged to independently secure and archive all data and information stored within the Platform that they currently or could need for the purposes of preserving evidence, accounting or other purposes.

§ 6 Rights of the operator, blocking, moderation

(1) The Operator reserves the right to delete individual or all content of a User in whole or in part if there are concrete indications of a violation of these General Terms and Conditions or applicable law or if the User culpably violates other main or ancillary contractual obligations.

(2) Likewise, the Operator reserves the right to suspend User Accounts permanently or temporarily, in particular in the event of any violation of these T&Cs or even in the event of a corresponding reasonable suspicion. In the event of a suspension by the operator, the user will be informed of the suspension before it takes effect. This does not apply if the suspension is due to mandatory legal provisions or official orders or if the user has demonstrably repeatedly violated these Terms of Use.

(3) If the operator has indications that the user is responsible for third-party use of access data, the operator reserves the right to take appropriate measures (decommissioning or blocking the account) as well as claims for damages against the user.

(4) Insofar as the User has been excluded from using the Platform due to a suspension or termination (see in the relevant section of these GTC) of the User Agreement, further use of the services of the Platform Operator may not take place via other accounts, in particular those of third parties.

(5) The operator is entitled to place ads in the stream through overlays as part of service packages on the basis of contractual agreements. The operator is responsible for the content of such advertisements.

§ 7 Payments, Pricing, Payment Processing

(1) The use of the platform, as well as registration, is generally free of charge.

(2) Paid plans include a larger range of functions.

(3) You can upgrade to the next higher payment plan at any time. In this case, the unused credit will be applied to the new price of the payment plan. With the booking of the new payment plan, the selected contract begins a new contract period.

(4) A downgrade to a lower payment plan, from an annual to a monthly payment (or vice versa) or to a free account is generally only possible at the end of the current contract period.

(5) The prices set by the operator are in euros including the statutory sales tax applicable at the time of booking, if applicable. The prices at the time of booking the service apply.

(6) Commercial users must provide their VAT ID as part of the purchase process in order to be able to take advantage of any reverse charge procedure and receive an invoice without VAT. If the status changes later, there is an obligation to enter these changes immediately on the platform.

(7) If the User books a fee-based service, the remuneration is due immediately – unless otherwise agreed between the parties (e.g. by means of a payment deadline on the invoice) – and the User can pay it by the means of payment accepted by the Operator. The accepted payment methods are displayed to the user on the booking page. Other means of payment are not accepted.

(8) The basic payment processing is carried out via the payment provider Stripe. The use of the additional services of the operator for a fee is cashless only. For the use of Stripe, if necessary. registration of the user is necessary. Details can be found on the booking page at Stripe. Only the means of payment specified there (at Stripe) will be accepted.

(9) The operator has full discretion as to which specific payment providers and payment functions it offers or, if applicable, which only to certain customers or in certain regions. For the use of external payment providers, a corresponding customer account / account with the operators is usually required.

(10) If the purchase price for the fee-based service is not received by the Operator within the statutory or set deadlines or if the payment fails in any other way due to culpable conduct on the part of the User (initiated chargeback, insufficient account funds, etc.), the Operator is entitled to withdraw from the purchase contract. At the time of withdrawal or if a payment is not made within the set deadlines for other reasons, the user loses his entitlement to all agreed additional services. The User reserves the right to restart the booking process at a later date. The claim for payment remains in place for services already provided by the operator.

(11) If the booking of fee-based additional services repeatedly fails, the operator expressly reserves the right to no longer offer fee-based additional services to the corresponding user

(12) For payment in foreign currency, the prices displayed in each case apply. The price is displayed based on the location of the seller/vendor and the currency selected by the vendor/vendor. Conversions to local currency are only used for assessment based on the current exchange rate for the currency type selected by the buyer. The buyer/customer is responsible for all conversion-related fees.

§ 8 Liability for content according to the DSA / DDG

(1) The user is responsible for content within the framework of his streams / TikTok account. The Operator does not check this content and does not provide legal advice on the content.

(2) For content created by the operator that is embedded in the user's stream, the regulations under § 8 of these GTC apply.

(3) Insofar as the operator is exceptionally liable on the basis of access mediation in accordance with the Digital Service Act (DSA) or the Digital Services Act (DDG), the following applies:

i) The moderation and restriction of user and customer content is carried out on the common basis of content moderation for hosting services and takes into account the legal model of liability for inadmissible third-party content after knowledge ("notice and take down") in accordance with Art. 6 para. 1 DSA (Digital Services Act).

ii) If the operator receives a report or becomes aware of inadmissible content, it informs the user of this and asks him to immediately remove the content or to stop the broadcast and to make a statement, or to submit a counter-statement. For this purpose, the customer will be provided with a form and a reasonable deadline will be set in accordance with the legal regulations. The user is informed either automatically or manually by a member of our team. After the deadline has expired, the user will receive an automatic reminder if he has not submitted a statement or counter-statement via the form.

iii) We reserve the right to block the IP address via which the reported content can be accessed after the deadline has expired and after manual review by a member of our team, until the problem has been resolved by the user or a statement or counter-notification has been submitted by the user (legal basis: Art. 6 para. 1 DSA). The user has the option at any time to make an unblock request via his customer account and to submit a statement or counter-statement.

iv) On the basis of the information available to us, we make decisions according to objective legal situation on the basis of EU and German law. If users are adversely affected by our decision, they have the option of appeal. An appeal may be made in particular by direct appeal against the decision and must be addressed to hello@tiktory.com or to our address (see § 1 (1) of these Terms and Conditions). We will check the merits of the appeal immediately, at the latest within 2 weeks, and either make a reasoned new decision or give reasons for the rejection of the requested new decision.

v) If, after our examination, our assessment remains and does this represent a legal burden for you, esp. because, for example, content has (not) been blocked or a block is (not) maintained, they have the ordinary legal recourse open to them. For this purpose, you can – subject to further possibilities, such as if applicable. of an out-of-court dispute resolution procedure - to bring an action before a civil court in an EU member state. The general statutory limitation periods apply.

vi) To keep our network clean, we also work with various blacklists. If a user IP address is reported via this, an abuse report is made to the user, as described above. To detect netscans and DDoS attacks, we automatically monitor metadata of sent packets to determine whether they are suitable for communication due to their nature. If this condition is missing, an abuse report is made to the customer, as described above.

§ 9 Limitation and Indemnification of Liability, Warranty

(1) The content / streams used by users via the operator's platform are regularly not checked by the operator for accuracy, completeness and legality. They also do not reflect the opinion of the operator. The operator assumes no liability for the accuracy and completeness of the content; this also applies to the quality and safety of the advertised goods and products.

(2) The Operator shall be liable for falling below the guaranteed service level in the amount of the proportionate amount paid by the User for the period of unavailability in proportion to the total amount of the payment.

(3) The User is responsible for all actions that he/she takes in connection with the use of the Platform and, in particular, with regard to the uploading of content and the streaming of content.

(4) The User shall indemnify the Operator against all claims asserted by third parties against the Operator due to a violation by the User of statutory provisions, rights of third parties (in particular trademark, copyright, ancillary copyright and personal rights) or of contractual obligations, assurances or guarantees, including the costs of the necessary legal defence (lawyer's fees and court costs in the amount specified by law) on first demand.

(5) In the event of a claim, the User undertakes to cooperate immediately and fully in the clarification of the facts and to provide the Operator with the information required for this purpose without delay and in an appropriate manner.

(6) In the event of intent or gross negligence, the operator is liable without limitation for all damages caused by him. In the event of slight negligence, the Operator shall be liable without limitation in the event of injury to life, limb or health. In all other respects, the operator is only liable if a material contractual obligation has been breached. Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract in the first place and on the compliance with which the user may regularly rely. In these cases, the liability of the operator is limited to compensation for the foreseeable, typically occurring damage.

(7) Insofar as the liability of the operator is excluded or limited under the aforementioned provisions, this also applies to its vicarious agents.

§ 10 Rights of use

(1) The User grants the Platform Operator rights of use to all content uploaded by the User or to be uploaded in the future, in particular texts, images and videos for the purpose of using the content via the Tiktory Service, in particular for further distribution via the channels intended by the User. The User thereby transfers the right to the Operator to integrate this content into the context of the Platform as well as all associated platforms, apps and other offers.

(2) The rights of use are granted for the fulfilment of the contractual purpose and for the administration of the platform and its contents.

(3) The Users shall not receive any further rights of use to the Platform or the content of the Operator or the other Users than is necessary and (legally) necessary for their own, intended and customary use of the Platform. The EULA shown separately on the platform applies.

(4) The operator does not control the contents.

(5) The user warrants that content generated by him or other content protected by copyright and/or trademark law used in the context of his profile, in particular videos, photos, product images, texts or the like, may be used by him for the purposes of the operator. He transfers these rights to the operator in the contractual relationship regulated in the present case. The User shall be liable for infringements of rights and resulting claims against the Operator by third parties and shall indemnify the Operator against any claims by third parties upon first request.

(6) The transfer of the rights of use in accordance with these GTC is simple and unlimited in time and space. The Operator does not transfer or grant further rights of use to or for third parties. However, the Operator receives permission to edit the works in question – in particular photographs, videos and texts – and to present them in accordance with these GTC in accordance with the purpose of the platform.

(7) The rights of use are granted for all types of use known at the time of registration and conclusion of the contract.

(8) The user does not receive any remuneration for the transfer of the rights of use described here.

(9) The transfer of the rights of use is independent of the existence of the user profile and the validity of the user agreement for the platform. The granting of the rights of use shall apply beyond the contract of use.

§ 11 End of the User Agreement; Notice

(1) The User may terminate the User Agreement concluded with the Operator at any time and without notice in text form. However, the termination will only take effect at the end of the contractually agreed term. The free plan can be canceled at any time. All other plans can be cancelled at the end of the respective contract year (calculated from the day of registration). Termination is possible in the user account or by sending a corresponding declaration to the operator by e-mail.

(2) If a payment plan/usage contract is not terminated, a further annual term begins at the end of the previous contract term; the above-mentioned notice periods and requirements continue to apply. The contract is extended in this way until it has been terminated.

(3) The Operator, for its part, is entitled to terminate the contract with notice with notice in accordance with the preceding paragraph (1).

(4) The parties reserve the right to extraordinary termination. An extraordinary termination is possible for the operator and the user in particular if the service offered is no longer offered. In the event of extraordinary termination, the Customer shall be entitled to pro-rata compensation for its monthly prices already paid for the number of months in which the Service is no longer available. The operator will process any refunds automatically. The Operator shall also have the right to extraordinary termination in the event of a culpable breach by the User of these T&Cs or applicable laws.

(5) When the user contract ceases to apply, e.g. due to the termination, the underlying user account is deactivated; the user can no longer access it. The user account will be completely deleted together with all stored data after the end of the contract and cannot be reactivated.

(6) The extraordinary right of termination is reserved for both parties.

§ 12 Privacy

(1) The Operator ensures that the User's personal data is only collected, stored or processed to the extent necessary for the contractual provision of services and permitted by statutory provisions or ordered by law.

(2) In the event that declarations of consent under data protection law are obtained from the User in the course of the use of the Operator's services, the Operator points out that this consent can be revoked at any time with effect for the future.

(3) The data collected in the context of a registration in accordance with § 3 of these General Terms and Conditions will be stored solely for the purpose of processing and only until the termination of the contractual relationship, plus 3 years (due to the statutory regular limitation period), unless further storage is necessary for legal reasons.

(4) For the user, the General Data Protection Regulation (GDPR) gives rise to various rights, including rights to information about the stored data, correction and deletion of the data, as well as rights to lodge a complaint with the competent supervisory authority. However, there are only rights to deletion if there is an interest in deletion that outweighs the legitimate interest in the use of this data pursuant to Art. 6 (1) (f) GDPR or if the data is not necessary for contractual processing in accordance with Art. 6 (1) (a) and (b) GDPR (Art. 17 (3) GDPR). The aforementioned rights arise, among other things, from Articles 6, 7, 15, 16, 17, 18, 20, 21, 77 GDPR.

(5) The operator provides further information on data protection in the privacy policy on the website under https://tiktory.com/en/privacy-policy or https://tiktory.com/de/privacy-policy.

§ 13 Changes to these Terms and Conditions

(1) The user can agree to amended general terms and conditions by expressly accepting them - for example after logging into the user area; the operator will mark this circumstance separately by means of a corresponding notice.

(2) In all other respects, the Operator is entitled to propose a change to the General Terms and Conditions to the User in text form 30 days before they take effect. The User's consent shall be deemed to have been given if the rejection is not notified to the Operator in text form before the proposed date of the changes taking effect.

(3) If the User does not agree to the changes to the General Terms and Conditions by the proposed date of their effectiveness, the User shall be entitled to an extraordinary right of termination without notice. In these cases, the Operator will separately draw the User's attention to this special right of termination.

(4) The T&Cs shall also be deemed to have been accepted if the User logs into his/her account after being informed of changed T&Cs.

§ 14 Final provisions

(1) The contractual relationship between User and Operator shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In addition, if the User is a consumer, all mandatory consumer protection provisions applicable in the country in which the User has his or her habitual residence shall apply, provided that these are more favourable to him.

(2) If the user is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is agreed to be the registered office of the platform operator. This also applies if the user moves his or her place of residence abroad after the conclusion of the contract or does not have a general place of jurisdiction in Germany.

(3) Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. This invalid regulation shall be replaced by the applicable law.