

**General Terms and Conditions of OnDemand Web Solutions GmbH, Wagnerstr. 25, 76448  
Durmertsheim, HRB No. 711929 (Mannheim)  
for the offer Callexa Feedback  
Valid from 25.05.2018**

## **1. General**

1.1. The Callexa Feedback service and website (hereafter "Platform") are operated by the

OnDemand Web Solutions GmbH  
Wagnerstr. 25  
76448 Durmertsheim

(hereinafter referred to as "Callexa", "we" or "us").

1.2. The use of the platform requires the approval of the following terms of use. By registering or using the services offered, the user (customer) agrees to the validity of the terms of use. If he does not agree, use of the services is excluded.

1.3. Callexa is a platform that allows users to conduct surveys of third parties or to collect and evaluate third-party evaluations. The details and scope of the services are concluded in the main contract.

1.4. Insofar as Callexa provides additional services and services outside the contractual agreement free of charge, these can be discontinued at any time. A reduction or claim for damages of the user or a right of termination does not result.

1.5. Callexa is entitled to change, reduce or supplement the range of services resulting from the contract and to suspend access to individual services if and insofar as this does not or not significantly affect the fulfillment of the purpose of the contract concluded with the user.

1.6. Users are to be informed promptly about changes according to point 1.5.

1.7. Only fully capable users or non-business users are entitled to use, provided that they act with the consent of their legal representatives.

1.8. The user agrees to be mentioned by Callexa in written and electronic form as a reference customer with his company name and company logo and to be linked on its website. On special request he can contradict this in text form and demand a removal of the entry as a reference customer.

## **2. Registration and registration**

2.1. The user has to create an account for registration at <https://feedback.callexa.com/>. He is obliged to provide his data in the correct spelling and truthfully when registering. If his personal data or the conditions set in connection with his information change, he is obliged to change them and always update them.

2.2. It is forbidden to announce the usage password to third parties. The user is obliged to keep his password secret from third parties. If the user becomes aware that his password has been unlawfully

used by third parties, he must immediately report this to Callexa.

2.3. The user can delete his account at any time. The data stored by him is then deleted by Callexa, unless they need to be saved. A new registration is possible at any time. The process of the first application is repeated.

2.4. Callexa is not responsible for the activities performed by the user.

### **3. Remuneration and payment terms**

3.1. Unless otherwise agreed in the contract, Callexa invoices the user for the agreed services at the respectively valid tariffs and / or fees and conditions plus the currently applicable value added tax of currently 19%. Fixed fees are billed monthly in advance, from consumption-based fees at the beginning of the following month.

3.2. If the fee is to be paid regardless of consumption for parts of a calendar month, these will be charged for each day at 1/30 of the monthly fee.

3.3. Invoices will be sent by e-mail. If the user requests an invoice to be sent to him by post, Callexa is entitled to charge EUR 2.50 for the administrative burden per invoice.

3.4. The remuneration is due upon receipt of the invoice without deduction and payable within 10 days. Payment must be made to one of the provider's accounts, unless a direct debit authorization has been issued. In case of default, the provider is entitled to interest in the amount of 9% above the respective base rate acc. § 247 BGB, or for consumers 5% above the base rate and for each payment request that occurs after the occurrence of default, to demand an amount of EUR 5.00 as default damage. If the provider is able to prove a higher damage caused by default, he is entitled to claim the damage. The user is entitled to prove to Callexa that as a result of the delay in payment no or significantly less damage has occurred.

3.5. Callexa may terminate the agreement extraordinarily without notice or assert a right of retention to the services incumbent on it - in particular to block the login to the customer account, the provision of widgets or the retrievability of the respective contents - if this is completely consistent with the payment of the owed amounts or partially in arrears for more than one month, Callexa has warned the user to set a deadline and has pointed out the possible consequences of the termination and the right of retention.

3.6. The assertion of further legal claims remains reserved to Callexa.

### **4. Termination**

4.1. For services rendered indefinitely, the respective contract determines the time of commencement of the contract as well as the agreed minimum contract term.

4.2. Unless otherwise stipulated in the contract between the parties, the contractual relationship may be properly terminated after expiry of any agreed minimum term with a notice period of one month to the end of the contract month. For special offers and special offers - especially offers with annual payment method - different periods of notice may exist, as far as on the Internet pages or in the offer is pointed out.

The right to extraordinary termination for good cause remains unaffected.

4.3. Terminations require the text form to be effective.

## **5. Terms of use**

5.1. After successful registration, the user is entitled to create various so-called campaigns in the login (for example, the survey of customers or employees, reviews of products, etc.).

5.2. In order to carry out the campaign, the user has to deposit the recipient data (at least the e-mail addresses). The user is only required to deposit data whose disclosure and use the recipient has given his consent to (for example through a double-opt-in procedure). If there is no consent of the recipient, Callexa is not responsible for it.

5.3. At the request of Callexa, the user must state in writing the manner in which the recipients have consented to the disclosure and processing of their personal data.

5.4. All answers and statistics are provided to the user in his login. If a rating has been granted during the evaluation, the user may post positive feedback on his own website, e.g. via widget. Callexa is not responsible for the publication of unreleased ratings.

## **6. Evaluation procedures and conditions**

6.1. In order to carry out the created campaigns, the recipients are asked by Callexa for evaluation. The recipient is not obliged to give a rating.

6.2. The recipient may leave feedback in addition to the rating. Its content is the sole responsibility of the recipient.

## **7. Duties and obligations of the user**

7.1. The user is obliged to use the services of the provider properly. In particular, he is required to

a) inform Callexa without delay of changes in the contractual basis

b) not to misuse access to the services of Callexa and to refrain from legal and / or illegal acts.

In particular, the user is prohibited from

Unauthorized use of services not agreed in the contract as well as passwords, messages or similar. other users of the platform or the system operator to decrypt, read or change;

Files, virus programs or other programs capable of snooping, damaging, deleting, installing, or otherwise altering, storing, or otherwise disposing of the Callexa Software on the Platform;

Interrupt or block communications services, such as overloading, as far as the user is responsible;

to spread or make accessible any criminal content of any kind via the provider's services;

this applies in particular to pornographic, violence glorifying content or those directed against the free democratic basic order or the idea of international understanding, such as Nazi or terrorist content as well as propaganda and marks of unconstitutional parties, associations or their replacement organizations.

In the case of a contractual infringement (in particular points above), the user shall reimburse the material and personnel expenses incurred by the provider as well as any expenses incurred.

c) to ensure compliance with legal requirements and regulatory requirements, as far as they should be relevant for participation in the provider network at present or in the future;

d) to comply with the applicable data protection legislation (EU GDPR) and the recognized principles of data security;

e) immediately notify the Provider of any defects or damage that may be identified (failure notifications) and take all measures to enable the defects or their causes and causes to be identified or to facilitate and speed up the removal of the disruption.

7.2. If the user violates the obligations set out in paragraphs 7.1.b), 7.1.c) and 7.1.d), the supplier is entitled immediately and in all other cases, except after unsuccessful warning, to terminate the contractual relationship without notice.

7.3. If the user breaches any provision of these Terms of Use, Callexa is authorized to lock the the user's account entirely in addition to the right to terminate. The user is not entitled to the account to remain open.

7.4. If the account has been blocked or deleted by Callexa, a repeated use must be requested in writing and requires the written consent of Callexa.

## **8. Availability**

8.1. Callexa may restrict access to the Platform at any time, if necessary due to temporary technical difficulties or platform updates.

8.2. In the case of limited or no accessibility of the platform due to its adaptation, extension or improvement and thus any resulting damage or loss, Callexa shall not be held liable.

## **9. Limitation of Liability**

9.1. Callexa, Callexa affiliates, employees, agents are not responsible and liable for:

- direct and indirect damages, consequential damages, financial losses or infringement of their personal rights resulting from evaluations or surveys,
- Content or activities of other websites which can be reached via links from Callexa, which are not legally part of Callexa and which therefore can not be controlled by Callexa for the content of external websites,
- Damage caused by the use of the platform or the fact that the platform is temporarily or only partially accessible,
- for possible errors of the platform or errors of the hardware and software necessary or used in connection with the operation and the use of the platform and resulting damages or losses (for example data loss),
- Content and contributions from users and
- Information or omissions of the user regarding his account.

Any claims for damages against Callexa are excluded and can only be asserted in the case of intent or gross negligence on the part of Callexa's employees or vicarious agents.

## **10. Privacy**

10.1. To perform the service, the collection, processing and use of personal data is required. This takes place within the framework of the valid legal data protection regulations. Additional information is contained in our privacy policy, which is understood as part of these terms and conditions. Our privacy policy is available at (link).

## **11. Final provisions**

11.1. Changes and additions require the written form, verbal side agreements are not valid. This also

applies to terms and conditions of the user as far as Callexa does not expressly and in writing.

11.2. If the user is a merchant, legal entity or a person without jurisdiction or habitual residence in Germany, the seat of Callexa is the place of performance, place of performance and exclusive place of jurisdiction for disputes arising from this contract.

11.3. All disputes arising from this legal relationship shall be subject to German law. The application of UN sales law is excluded.

11.4. If these terms and conditions are available in several languages, only the German version of these terms and conditions is legally binding.