

GENERAL TERMS AND CONDITIONS FOR THE USE OF MARKETPLACE

Preamble

These General Terms and Conditions of Use of Marketplace (hereinafter "Terms of Use") govern your rights and obligations when using our website. Our website and services are hereinafter collectively referred to as the "Marketplace".

Upon creation of a Marketplace User Account, whether as a Marketplace Buyer or Marketplace Seller, you are required to actively accept these General Terms and Conditions of Use ('Terms of Use') by checking the designated box within the account creation process. By doing so, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use. We strongly recommend that you carefully review the Terms of Use in their entirety prior to providing your consent, as they govern your rights and obligations in connection with the use of the Marketplace.

We recommend that you print a copy of the following terms and conditions for your records, as they contain important information about your contractual rights and obligations.

You are subject to the applicable Terms of Service and/or Policies in effect at the time you use Marketplace and its services. We may change our Terms of Service and policies, in whole or in part, at any time, without limitation, for the following reasons: For legal or regulatory reasons; for security reasons; to

further develop or optimize existing features of the Marketplace Services and to add additional features; to take account of technical progress and make technical adjustments; and to ensure the future functionality of Marketplace's services. We will notify you in a timely manner minimum in 14 days prior to the effective date, of any changes, including changes in content, to the Terms of Use and Policies and advise you of the rights you have in connection therewith. You will be deemed to have accepted the amended Terms of Use and Policies after you have been notified of the changes on our Website and you have given your express consent to the new Terms of Use and Policies by clicking on the button provided for this purpose on our Website. The current version of the relevant Terms of Use and policies are available via our website and app.

****Last updated: 12th of September 2025****

****Welcome to Marketplace!****

The website www.a4ord.de (.www.a4ord.at, .www.a4ord.es, .www.a4ord.gr, .www.a4ord.pt, .www.a4ord.com) and our app are operated by the company A4ord FT7 GmbH, Torstrasse 177, Berlin, 10115, registered in the Commercial Register at the Local Court Charlottenburg Berlin under number HRB 233554 B, VAT ID number (DE346345913) (hereinafter referred to as "Marketplace", "we", "us" or "our"). "You" and "Your" means you are a registered user of Marketplace.

The following Terms of Use govern the relationship between you as a registered user of Marketplace and us. Insofar as a legally binding contract ("User Agreement") is concluded between you and Marketplace, the mutual

rights and obligations are determined by the Terms of Use. By using Marketplace Services, you agree to be bound by the Terms of Use.

We exclusively offer registered users the opportunity to permanently use the services of Marketplace operated by us in accordance with the provisions of these Terms of Use. Non-registered users only have the opportunity to familiarize themselves with Marketplace, full functionality is available only to registered users. In order to use our services and the services of our partners, prior registration in accordance with Section 3 is required.

Marketplace offers you a digital match-making platform, including searching for numerous services and hiring service providers to offer the desired service on Marketplace.

Information on the collection and use of your personal data in connection with your use of Marketplace can be found in our Privacy Policy (<https://join.a4ord.com/de/data-protection>, <https://join.a4ord.com/ru/data-protection> or <https://join.a4ord.com/en/data-protection>).

In the area of payment processing ("payment services"), payment service functions are integrated. In addition, the terms of use for payment services (<https://www.mollie.com/en/user-agreement>) of the respective payment service providers ("Payment Service Providers") apply.

Providers of services via Marketplace ("Marketplace Sellers") are solely responsible for determining and complying with all laws, rules and regulations that apply to their goods, services and offers. For example, some services that

require a high level of professional competence may be subject to authorization and require proof of appropriate training or further education. For some professional groups, a special permit is also required (e.g. in the field of health or in the sale of certain foods). In the field of the liberal professions with a chamber obligation, the professional license must have been granted by the competent chamber. It is the sole responsibility of the respective Marketplace Seller to determine and obtain all necessary licenses, permits and evidence for the goods, services and offers offered by him. Violations of these obligations can be punished with fines or penalties under the Trade Code or special laws. As a Marketplace Seller, you should always seek legal advice in advance if you have any doubts about whether you need a license or other approvals for your goods, services or other services that you want to offer on Marketplace.

These Terms of Use apply to the use of our entire Offering, regardless of how you use our Offering ("Marketplace Services"). In particular, these terms of use also apply to use by means of mobile devices and to use via our app.

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1. SPECIFICATION

1.1 Marketplace is an online digital match-making platform which, in particular, allows registered users to browse, view and book services and goods, which may include goods ("Marketplace Buyers") from registered and selected third parties as providers of services ("Marketplace Sellers").

Insofar as both the Marketplace Buyers and the Marketplace Sellers are referred to, both are jointly named "Marketplace Users".

Furthermore, in addition to the administration of these booking and purchase processes, Marketplace also makes it possible to book appointments and communicate with Marketplace Sellers.

1.2 Our booking platform offers you a digital match-making platform with numerous functions. Marketplace's services include: advanced search engine, geolocation, integrated calendar/booking system, catalog, media files upload.

1.2.1 Making available the possibilities of use of Marketplace after approval of the user in accordance with Section 3;

1.2.2 Enabling negotiations and contracts on Marketplace;

1.2.3 Creation of information and communication opportunities among Marketplace Buyers;

1.3 As the operator of Marketplace, we are not a provider, owner or seller of services offered on our platform. Marketplace also does not act as a commercial agent or closing agent. Rather, Marketplace allows third parties to list and offer services and distribute their goods, products that come with a service on our Marketplace. Although we facilitate bookings and transactions on Marketplace, we are neither sellers nor suppliers of these goods, products and services. We only offer Marketplace Buyers and Marketplace Sellers the opportunity to conduct negotiations and conclude bookings and transactions. Marketplace itself is not a contractual partner with regard to third party goods and services offered on Marketplace and therefore assumes no responsibility for the contracts concluded on Marketplace in this respect. Marketplace is also not the agent of the third party. The third-party provider is solely

responsible for the proper execution of the contract and other obligations arising from the respective contractual relationship with its contractual partner. Marketplace is not involved in this contractual relationship, so the platform has no responsibility or liability regarding the actions, products and contents of third parties and/or Marketplace Buyers and/or Marketplace Sellers. The issuing of declarations of intent, in particular the exercising of warranty rights or rights of revocation, is carried out exclusively by the Marketplace Buyers and Marketplace Sellers. The same applies to the assertion of claims arising from contracts concluded between Marketplace Buyers and Marketplace Sellers due to the use of the Marketplace.

1.4 In order to ensure that all payments are processed securely and in compliance with applicable payment regulations, Marketplace User's payment processing services are provided by Mollie B.V. and are subject to special terms and conditions of use as set in a User Agreement provided by Mollie B.V. (<https://www.mollie.com/en/user-agreement>). By agreeing to these Terms of Service and continuing to use the Marketplace Services, the Marketplace User agrees to be bound by the terms and conditions of Mollie B.V.

1.5 By using the payment services by payment service providers, which are available in the area of payment processing ("payment services"), the Marketplace User agrees to the terms of use for the chosen payment services of the respective payment service provider.

1.6 Even if Marketplace strives to ensure the highest standard of the offers advertised on the Marketplace, we cannot guarantee the quality, safety, suitability or legality of goods or services. We try to provide an assessment and rating based on customer experience through our rating system, however, this does not relieve Marketplace Buyers of the obligation to exercise due diligence in deciding whether to book or otherwise use a service. This also applies when Marketplace Buyers communicate and interact with Marketplace

Sellers online or in person. Marketplace Buyers should carefully read the privacy statements and other terms of use and policies of third-party providers/Marketplace Sellers.

1.7 Marketplace is entitled to temporarily restrict certain user areas and functions, taking into account the respective interests of the Marketplace Buyers and of the Marketplace Sellers (e.g. through advance information). Such actions will be taken when necessary due to capacity limitations, server security and integrity, or the need for specific maintenance to ensure improved or proper platform use. The provisions in Section 13 (Liability) remain unaffected by this.

1.8 Marketplace strives to continuously develop and improve the digital match-making platform and its services and will introduce new services and features from time to time. We will notify Marketplace Buyers and Marketplace Sellers of any upcoming changes to Marketplace as early as possible, unless they are minor changes that do not materially affect the contractual obligations of the parties.

1.9 Marketplace is not responsible for any failures or disruptions to the Internet and telecommunications infrastructure, and third-party services, like, Payment Service Providers, customer support partners that are beyond our control and may cause disruptions to the availability of Marketplace. We always strive to ensure that our service is available without interruptions and that transmissions are error-free. However, due to the nature of the Internet, this cannot be guaranteed. Your access to our Service may also be interrupted or limited from time to time to enable repairs, maintenance or the introduction of new features and/or services. We try to limit the frequency and duration of each of these temporary interruptions or restrictions.

1.10 From time to time, we may offer you additional functions and services ("Features") that may be subject to additional and/or different terms of use. If additional and/or different terms of use apply to these features, we will point this out to you separately. Examples of such Features are: video-conference functionality, automated partner calendar integration etc. All of these Features are extensions of the existing services and can only be used as additional services if the applicable agreement or the terms for the respective feature (if any) are pre-approved. The use of such Features may be subject to an additional fee, which will be expressly stated in the additional and/or different terms of use.

1.11 If you as a Marketplace Buyer feel that your consumer rights have been violated, please contact the Marketplace immediately on support@a4ord.com.

2. ELIGIBILITY TO PARTICIPATE, USE OF MARKETPLACE

2.1 The use of Marketplace and the creation of a Marketplace User Account in accordance with Section 3 is only permitted to natural persons and legal entities and partnerships of legal age and of unlimited legal capacity who are resident and/or that are registered in Germany, Austria, Portugal, Greece and Spain and that can demonstrate access to those online payment services for the purpose of payment processing that are expressly named and accepted by Marketplace during registration. The services listed must not be sold to minors. Services that are intended to be used by children can only be purchased by persons of legal age. If you are under the age of 18, you may use Marketplace only with the supervision of a parent or other legal guardian.

2.2 The use of certain functions (such as booking appointments, purchasing goods and services) requires your prior registration in accordance with Section 3.

2.3 Use of other services or Features of Marketplace may be subject to separate policies, standards or rules or may require you to accept additional terms of use before you can access the relevant areas or Features. If there is a conflict between these Terms of Use and the Terms of Use for a particular area or feature of Marketplace, the latter will prevail in relation to your use of that area or feature, unless otherwise specified.

2.4 Since the identification of users on the Internet is only possible to a limited extent, we cannot guarantee the identity of Marketplace Users. Notwithstanding the foregoing, to the extent permitted by law, for reasons of transparency and fraud prevention, we are entitled, but not obliged, to request official identification documents and/or other information from Marketplace Users and/or to carry out additional checks to verify the identity and background of Marketplace Users or those who wish to register for a Marketplace User Account in accordance with Section 3.

2.5 Marketplace may contain links to third party websites and resources ("Third Party Services"). Such Third Party Services may be subject to different terms of use and privacy statements. Marketplace is not responsible for the availability or accuracy of such third-party services, nor for any content, products or services offered through such third-party services. Links to such Third Party Services do not constitute a recommendation by us of these Third Party products or Services.

3. REGISTRATION AND MARKETPLACE USER ACCOUNT

3.1 As a Marketplace Buyer as well as a Marketplace Seller you have to register on Marketplace and need an account to use Marketplace Services. The establishment of a User Agreement between Marketplace and a user

requires registration with complete information required in the registration process depending on the use model and service module. Marketplace Sellers have to provide their bank account details, which may include additional documents, such as bank statement, ID etc. if they want to offer pre-payment services. The conclusion of a User Agreement takes place only after full completion of the respective registration and successful validation of the specified data by us.

There is no legal claim regarding the conclusion of a User Agreement, Marketplace has the right to reject or refuse a use request. A User Agreement shall only be concluded upon receipt of a specific declaration of acceptance of the use request sent by Marketplace or, if no express declaration of acceptance is made by Marketplace, upon activation of the requested use model/Marketplace Services and the user account in question by Marketplace. This creates a User Agreement with the registered user as a user of Marketplace under the Terms of Use applicable to the respective use model and the Marketplace Services covered by them. The Use Agreement entitles the registered user to use the Marketplace services accessible on Marketplace as agreed under the respective Terms of Use.

3.2 You can only purchase services on Marketplace as a registered user ("Marketplace Buyer Account"). You can only offer and sell services on Marketplace as a registered user ("Marketplace Seller Account").

Insofar as both the Marketplace Buyer Account and the Marketplace Seller Account are referred to, both are jointly named "Marketplace User Account".

3.3 If the registration is carried out by a company representative, he is obliged to state his name completely and correctly in the registration process, and by

completing the registration by him, he assures that he has the necessary power of representation to carry out the registration for the company in question.

3.4 With a Marketplace User Account, you do not have to provide your personal data every time, but you can log in to your customer account with your e-mail address and the password you have chosen during registration. Registration alone does not constitute an obligation whatsoever with regard to the goods and services offered on Marketplace.

3.5 You guarantee the truthfulness and completeness of all information that you have provided to Marketplace, our Marketplace Sellers and other Marketplace Buyers, in particular as part of your registration in accordance with Section 3. You are obliged to notify all future changes to the information provided without delay. For information on the processing of your data, please read our data protection declaration, which you can access under the following link (<https://join.a4ord.com/de/data-protection>, <https://join.a4ord.com/ru/data-protection> or <https://join.a4ord.com/en/data-protection>).

3.6 You may not register more than one Marketplace User Account without our consent. You may not assign or otherwise transfer your Marketplace User Account to any other person.

3.7 There is no entitlement to admission to or use of Marketplace. In particular, Marketplace is entitled to withdraw a user's permission or to block access to Marketplace if there is a reasonable suspicion that the user has violated these terms of use. The user can avert these measures if he dispels the suspicion by presenting suitable evidence at his own expense.

3.8 All logins are individualized and may only be used by the respective authorized user. You are obliged to keep your login and password secret and to protect them from unauthorized access by third parties. Each Marketplace user is responsible for restricting access to their own computer or mobile devices. To the extent permitted by applicable law, you agree to be responsible for any activity carried out using your access data. Marketplace users should take all necessary steps to ensure that their passwords are kept secret. If you suspect misuse by a third party and/or fraudulent activity by a third party, you must inform Marketplace immediately at support@a4ord.com and change your password. As soon as Marketplace becomes aware of the unauthorized use and/or fraudulent activity, Marketplace will block the unauthorized user's access. In such a case, we will inform the Marketplace User immediately. If a Marketplace Buyer initiates or supports fraudulent activities, Marketplace reserves the right to terminate the account in question extraordinarily.

3.9 Despite the greatest care, Marketplace cannot guarantee the true identity and power of control of the Marketplace Users. In case of doubt, you are required to inform yourself in an appropriate manner about the true identity and the power of disposal of your contractual partner. In case of doubt, you can always contact our customer service (support@a4ord.com).

4. CONTENTS

4.1 Marketplace Users are prohibited from posting content (e.g., through links or frames) on the marketplace that violates legal regulations, official orders or morality. Furthermore, it is prohibited to post content that violates the rights, in particular copyright or trademark rights of third parties. Marketplace reserves the right to block third-party content if it is punishable under the applicable laws or recognizably serves to prepare criminal acts.

4.2. Marketplace grants its Users, subject to compliance with these Terms of Use, a limited, non-exclusive, non-sublicensable, revocable, and non-transferable license to (i) use the Marketplace on your personal devices; and (ii) access to and view all collective content made available to you on or through Marketplace solely for personal and not commercial use.

4.3 On Marketplace, Marketplace Sellers have the opportunity to create, upload, publish, share and store content such as texts, photos, audio messages, videos or other materials or information on or through Marketplace. You are solely responsible for any content you provide on or through Marketplace. Accordingly, you must ensure that: (i) you are either the sole and exclusive owner of all Content that you provide through Marketplace, or that you have all rights, licenses, permissions and releases necessary to grant us the rights to such Content as set forth in these Terms of Use, and (ii) neither the Content nor your posting, Upload, publish, submit, transmit or use the Content (or any part thereof) as set forth in these Terms of Use that infringes, defames or violates or results in a violation of any patent, copyright, trademark, trade secret, moral rights or other intellectual property rights of any third party or their personality or privacy rights.

Any promotion, listing, posting of third party content is prohibited.

Posting or listing links, email addresses and phone numbers is not allowed either.

4.4 By uploading, publishing or otherwise making Content available on or through Marketplace, by creating, publishing or making it available, you grant us a non-exclusive, worldwide, royalty-free, sublicensable and transferable license to such Content for the duration of the protection of the rights so licensed to access, use, store, copy, the modification, creation of derivative works thereof, distribution, publication, transmission, streaming, sending and any other exploitation of this content in order to provide and/or promote Marketplace in all media and on all platforms, known or unknown, in particular

on the Internet and social networks. If this content is personal data, it will only be used for advertising purposes to the extent permitted by data protection law; our data protection declaration (<https://join.a4ord.com/de/data-protection>, <https://join.a4ord.com/ru/data-protection> or <https://join.a4ord.com/en/data-protection>) applies to our processing of such content. Unless you give your express consent, we do not claim any ownership rights in such Content and nothing in these Terms of Use is intended to limit any rights of use and exploitation you may have with respect to such Content.

5. COSTS AND FEES

5.1 For Marketplace Sellers

5.1.1 The Marketplace Sellers are charged (i) subscription fee for the use of Marketplace for the selected subscription period and (ii) commission fee from each contract concluded via Marketplace between the Marketplace Seller and the Marketplace Buyer and (iii) fees for certain extra Marketplace Services and/or Features marked as chargeable. The subscription fee is based on the subscription term selected by the Marketplace Seller.

The Provider offers different subscription models (e.g., Bronze, Silver, Gold) with varying scopes of services and fees.

The applicable subscription models, services, prices, and booking options are available at any time in the Service Provider's user profile or on the dedicated subscription page of the Platform. The conditions displayed at the time of the conclusion of the subscription shall be decisive.

Subscriptions have a fixed term of one month, unless otherwise specified at the time of conclusion, and are automatically renewed for successive periods of one month unless terminated no later than one day before the end of the current term.

Terminations may be declared at any time via the functions provided in the user profile or in text form (e.g., by e-mail). The right to extraordinary termination for good cause remains unaffected.

The subscription fee is due in advance at the beginning of each subscription term. Payment shall be made using the payment methods offered on the Platform.

Marketplace Sellers are solely responsible for complying with all applicable tax obligations, including issuing VAT-compliant invoices pursuant to § 14 UStG and reporting taxable income in the Marketplace Sellers' applicable country/countries. Marketplace may request proof of tax registration or VAT ID and reserves the right to suspend Sellers who fail to demonstrate compliance.

5.1.2 With the end of the subscription period, the contractual relationship between the respective Marketplace Seller and Marketplace ends.

5.1.3 Marketplace may change the subscription plans due to economic needs, inflation, or increased business costs or other justifiable reasons by notifying the Marketplace Seller at least 40 calendar days in advance via email ("Price Change Notice"). Sellers have the opportunity to terminate their subscription without additional costs if they do not agree, with a notice period of 1 day before the end of the billing period. If the Marketplace Seller continues to use the Marketplace Services and/or Marketplace Features and continues to conclude contracts with Marketplace Buyers via Marketplace after receipt of a corresponding Price Change Notice, this shall be deemed acceptance of the new subscription plans. Changes apply exclusively to future billing periods.

5.1.4 Payments shall be made in advance for the duration of the selected subscription period by the Marketplace Seller. In case of payment collection by direct debit, the Marketplace Seller shall ensure sufficient coverage. In the case of return debit notes, Marketplace is entitled to charge the Marketplace Seller for the additional costs incurred plus the amount of work.

5.1.5 All information about the current status of the subscription can be accessed online by the Marketplace Seller at any time in his user profile created on Marketplace.

5.1.6 In consideration for Seller's payment of the Service Fees and Seller's performance of all other obligations under this Use Agreement and subject to this User Agreement, Marketplace shall provide the applicable Marketplace Services for the benefit of the Marketplace Seller, which (unless otherwise agreed) shall include a personal, non-exclusive, non-transferable and fully revocable license to use Marketplace, as set forth in Section 4.2.

5.1.7 For post-payment orders, Marketplace shall issue invoices to the Marketplace Seller for the applicable booking fee, using the business or personal details, including VAT ID if applicable, provided by the Marketplace Seller during registration. It is the Marketplace Seller's responsibility to ensure that all provided details are accurate and up-to-date in accordance with Section 3.5. Invoices will be sent via email to the Marketplace Seller's registered email address.

5.1.8 The invoice must be paid within 15 calendar days from the date of issuance, using the reference code specified in the invoice. If the Marketplace Seller fails to pay the due amount within this period, Marketplace will send a payment reminder, which may include reasonable additional fees for processing and a new due date within 7 calendar days. If payment remains outstanding, Marketplace will issue two further payment reminders, each including reasonable additional fees and a due date of 7 calendar days. Should the invoice remain unpaid after the third reminder, Marketplace reserves the right to suspend the Marketplace Seller's account and may pursue legal action to recover the outstanding amount, including any applicable interest and costs as permitted by German law.

5.1.9 In case of late payment, Marketplace may charge default interest pursuant to § 288 Abs. 1–2 BGB in addition to reminder fees, calculated from the due date until receipt of payment.

Additional fees for payment reminders shall not exceed the statutory flat fee of €40 per reminder for entrepreneurs pursuant to § 288 Abs. 5 BGB. For consumers, fees shall be limited to reasonable administrative costs, not exceeding €5 per reminder, unless higher costs are demonstrably incurred.

5.2 For Marketplace Buyers

5.2.1 For Marketplace Buyers the registration on Marketplace is free of charge.

5.2.2 Certain extra Marketplace Services and Features are chargeable for Marketplace Buyers and marked as such. All prices are inclusive of the applicable statutory value added tax.

5.2.3 Marketplace may change the fee amount for the Marketplace Services and Features at its own discretion at any time by notifying the Marketplace Buyers with a prior notice ("Price Change Notice"). If the Marketplace Buyer continues to use the Marketplace Services and/or Marketplace Features and continues to conclude contracts with Marketplace Sellers via Marketplace after receipt of a corresponding Price Change Notice, this shall be deemed acceptance of the new fees for the Marketplace Services and/or Marketplace Features affected by the price change. Price changes apply exclusively to future billing periods.

6. SPECIAL TERMS AND CONDITIONS FOR MARKETPLACE SELLERS

6.1 Only natural persons and legal entities and partnerships of legal age and of unlimited legal capacity that are registered in Germany, Austria, Portugal, Spain or Greece and can demonstrate access to those online payment services for the purpose of payment processing that are expressly named and accepted by Marketplace during registration, can be Marketplace Sellers. Insofar as an official permit is required under applicable law for the offering, sell and provide services offered by the respective Marketplace Seller (e.g., business license), this Marketplace Seller is obliged to have such a permit. If the law prescribes the registration of the Marketplace Seller's company and/or the requirement of a valid VAT identification number, this is a basic prerequisite for the use of Marketplace. Marketplace is entitled at any time to demand information from a Marketplace Seller about the existence of necessary official permits, the registration of his company, and the tax identification number.

6.2 If you, as Marketplace Seller, offer a service through Marketplace, you must (i) provide complete and accurate information about your services (such as offer description, experience and availability), (ii) disclose any requirements to be met, and (iii) any other relevant information about your service. You are responsible for keeping all information in your offer up-to-date. It is prohibited to sell products through Marketplace, as the intent of it is to sell/offer services. Some services may include products for which the Marketplace Seller also must provide sufficient information.

6.3 If you, as Marketplace Seller, have accepted or pre-approved a Marketplace Buyer's request, you will enter into a legally binding contract with the user and must provide your service as described on Marketplace at the time of the question. It is the sole responsibility of the Seller to inform the user, with whom a legally binding contract is concluded, in good time of any right of withdrawal. Furthermore, the Seller must ensure that the information on the right of withdrawal meets the legal requirements and explicitly inform the user that the right of withdrawal must be declared to the Marketplace Seller.

Marketplace will provide a model cancellation policy on its website that complies with the current legal requirements.

6.4 Marketplace Sellers must ensure that they have all licenses, permits, qualifications, powers of attorney and insurance necessary for them to provide the Services. Furthermore, Marketplace Sellers must ensure that their business identity and current address (contact data) are clearly visible to customers in relation to all services you use and are constantly visible to customers.

6.5 Marketplace Sellers must ensure that their uploaded content is accurate, legally compliant and not misleading. They agree to handle and provide the Services to the highest industry standards. Marketplace Sellers are responsible for complying with the relevant requirements of the Price Indication Ordinance ("PAngV"). In particular, an offer may not be made if (i) the information is so incomplete that the subject matter and price cannot be determined, (ii) the offer would violate legal regulations, official orders or morality in accordance with the legal system applicable to the intended contract.

6.6 Furthermore, no goods and services may be offered whose offer or sale violates any applicable law and/or the rights of third parties; the same applies to pornographic or youth-endangering articles, gambling, weapons, drugs, propaganda material of anti-constitutional organizations and parties, live animals, etc. Marketplace is entitled to remove such an offer from the Marketplace immediately and ban the seller in question.

6.7 The Marketplace Seller is responsible and undertakes to comply with all legal information obligations, in particular the obligation to create, maintain and update an imprint.

6.8 The Marketplace Seller is responsible for all processing of cancellations or rebookings on Marketplace.

6.9 The Marketplace Seller is responsible for the proper execution of the contract. In the event of a complaint or the exercise of other warranty rights by the Marketplace Buyer (e.g., reduction or withdrawal due to poor performance), no refund of the service fee will take place.

6.10 The Marketplace Seller agrees that Marketplace Buyers can post a publicly accessible evaluation of their experiences in relation to the Marketplace Seller services. Marketplace has no influence on the reviews and is not liable for their content. In the event of defamation or violation of personal rights, Marketplace may review and remove the appropriate review. For this purpose, the prior notification by the Marketplace Seller is required.

6.11 With the approval in accordance with Section 3, the Marketplace Seller warrants to Marketplace and all Marketplace Buyers that the data transmitted by it complies with the data protection requirements. The Seller indemnifies Marketplace from any liability towards third parties due to violation of data protection regulations.

7. CANCELLATION TERMS

The agreed orders are binding for both parties, the Marketplace Seller and the Marketplace Buyer. The ordering Marketplace Buyer and the Marketplace Seller can cancel the order via the "Cancel Order" button on the Marketplace according to the following provisions. Any cancellation requires an important reason, which must be stated by the cancelling party.

Late Cancellation by Service Provider

If a Service Provider cancels a confirmed booking less than 24 hours before the agreed execution time, the Platform shall be entitled to charge a late cancellation fee of 30% of the agreed service price, capped at EUR 100. The Platform may offset this fee against any payout claims of the Service Provider or issue a separate invoice. The Service Provider remains entitled to prove that the Platform has not suffered any loss or that the actual loss is substantially lower than the above cancellation fee.

7.1 Prepaid orders

“Prepaid order” in the sense of these Terms of Use is an order for which the Marketplace Buyer makes full payment before the Marketplace Seller has executed these orders/provided the service ordered and paid by the Marketplace Buyer.

The Marketplace Seller may cancel the service ordered from it at any time before it is provided. With the cancellation of the order by the Marketplace Seller, the Marketplace Buyer automatically receives a refund of the prepaid amount. The prepaid amount will be refunded to the Marketplace Buyer within 5 banking days (Frankfurt am Main).

If the Marketplace Buyer cancels the order not later than 24 hours before the provision of the service ordered by him/her, the Marketplace Buyer will receive a full refund of the prepaid amount.

If the Marketplace Buyer would like to cancel the order less than 24 hours before the provision of the service ordered, the “Claim” process shall be used (9.2).

In this case the Marketplace Buyer is not entitled to a full refund and it is up to the Marketplace Seller to either accept or reject the cancellation request.

In this case the Marketplace Seller’s cancellation terms apply.

7.2 Postpaid Orders

“Postpaid order” in the sense of these Terms of Use is an order for which the Marketplace Buyer makes payment after the Marketplace Seller has executed the order.

If the Marketplace Buyer does not have to pay for the ordered service in advance, both the Marketplace Buyer placing the order and the Marketplace Seller can cancel the order before the ordered service is provided by clicking the "Cancel Order" button on Marketplace. A reason must be given for the cancellation.

If the Marketplace Buyer cancels the order after the Marketplace Seller has confirmed the order, the Marketplace Buyer may still have to make a payment to the Marketplace Seller for the order. In this case, the amount of the payment depends on the special cancellation conditions of the Marketplace Seller offering the service.

8. CUSTOMER REVIEWS

8.1 Marketplace Buyers have the option to write a customer review or comment (also with image content) on Marketplace about Marketplace

Sellers, their services or goods. Such a customer review or comment is visible to other Marketplace users.

8.2 It is forbidden to publish content that is illegal, obscene, insulting, threatening, defamatory, privacy-infringing, rights-infringing, youth-endangering, personal-integrity-impairing (in relation to children and youths) or otherwise legally inadmissible.

8.3 Marketplace reserves the right (but does not assume any obligation without sufficient notice) to remove or comment on prohibited content, in particular content as defined in section 8.2.

8.4 With the publication of a customer review or a comment, the respective Marketplace Buyer guarantees that all rights to the content written under the Buyers account belong to the actual user and that the Marketplace Buyer does not violate any applicable term of use and guideline of Marketplace and does not publish any content pursuant to section 8.2. Marketplace Buyers agree to indemnify Marketplace from all claims made by third parties against Marketplace arising out of or in connection with the content (customer reviews, comments, images, etc.) that they publish under their account. However, the Marketplace Buyer is not obliged to indemnify if the liability is based on the fact that Marketplace failed to remove the content appropriately - despite prior notice of its illegality.

9. RESOLUTION OF DISPUTES BETWEEN MARKETPLACE BUYERS AND MARKETPLACE SELLERS

9.1 Marketplace offers Marketplace Buyers the possibility to open a claim for prepaid orders only. Due to the lack of our control over postpaid orders, claims

cannot be opened for postpaid orders, and dispute resolution for postpaid orders is not offered by Marketplace.

Marketplace Buyers may also submit disputes to the EU Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr/>, as referenced in Section 16.2 of the aforementioned platform.

9.2 A claim can be opened by the Marketplace Buyer from 23:59 hours before the chosen service provisioning date until a maximum of 5 calendar days after the service provisioning date by contacting the Marketplace customer support.

9.3 When opening a claim, the Marketplace Buyer has to state in detail why the claim has been opened, what exactly happened and why the buyer is not satisfied or what can be done to satisfy the buyer - The Marketplace will then inform the Marketplace Seller accordingly. Once a claim has been opened, the Marketplace Seller has 3 business days (excluding German public holidays) to respond to the Buyer's claim. If the Seller fails to respond within this period, the claim will be considered resolved, the order will be cancelled, and the paid amount will be refunded to the Buyer within 5 business days (Frankfurt am Main).

9.4 The claim resolution between the Marketplace Buyer and the Marketplace Seller shall occur exclusively on the Marketplace using the chat function or through the Marketplace customer support. Communication outside of the Marketplace will not be supported, considered, or analyzed for potential solutions by the Marketplace.

9.5 The Marketplace Seller may choose to:

- Cancel the order, resulting in the Buyer's payment being refunded within 5 business days (Frankfurt am Main).
- Agree with the Buyer on an alternative solution, such as a new service provisioning or improving the provided service.

9.6 After reaching an agreement, the Marketplace Seller shall request to close the claim. If the Buyer agrees, the Buyer's payment (minus the booking fee according to the Seller's plan) will be released to the Seller's account.

9.7 If the Buyer does not confirm the resolution within 3 business days (excluding German public holidays), the claim will be considered resolved, and the Buyer's payment (minus the booking fee according to the Seller's plan) will be released to the Seller's account.

9.8 If the Buyer rejects the resolution, Marketplace's customer support will analyze the case and make a decision within 5 business days (excluding German public holidays), determining whether the order is cancelled (with a refund to the Buyer) or considered completed (with payment released to the Seller, minus the booking fee).

9.9 Marketplace does not conduct a legal review of any claim. If either party does not accept the decision made by Marketplace's customer support, the dispute shall be resolved outside of the Marketplace. Marketplace shall not be involved in any legal processes or further dispute resolution and is not liable for any services provided.

9.10 While Marketplace is involved in the dispute resolution process, the Seller and Buyer may continue to seek a solution using the Marketplace's chat function.

10. PROHIBITED ACTIONS

10.1 Marketplace Buyers and Marketplace Sellers undertake to refrain from all actions which (i) jeopardize or disrupt the functioning of Marketplace or otherwise impair it, (ii) are fraudulent or related to a criminal offense or unlawful activity; and (iii) which allow access to data for which there is no access authorization.

10.2 Furthermore, Marketplace Buyers and Marketplace Sellers must ensure that their information and posted data transmitted via Marketplace are not infected with viruses, worms or Trojans. Marketplace Buyers and Marketplace Sellers are obliged to compensate Marketplace for all damages resulting from the non-observance of these obligations and furthermore to indemnify Marketplace from all claims of third parties, including attorney's fees and court costs, which Marketplace is obliged to fulfill due to the non-observance of these obligations according to clause 10 by the respective Marketplace Buyer or Marketplace Seller.

10.3 By registering on Marketplace, the Marketplace Seller and the Marketplace Buyer agree not to encourage each other to cancel an order already made through Marketplace and to order goods and/or service outside of Marketplace. If a Marketplace Seller encourages the Marketplace Buyer to cancel his order on Marketplace and to order directly with the Marketplace Seller, this means that the Marketplace Seller has used the services of Marketplace mediated the contract between Marketplace Seller and Marketplace Buyer without paying the commission fee for them.

In cases where a Marketplace Buyer makes an order and a Marketplace Seller encourages the corresponding Marketplace Buyer to cancel its order on Marketplace and make a separate order directly with the Marketplace Seller ("Self-Brokerage"), both, the Marketplace Seller and the Marketplace Buyer commit a material breach of this User Agreement. In the event of a Self-Brokerage, Marketplace may, at its sole discretion, charge the

Marketplace Seller for the total value of the original order made through Marketplace.

If Marketplace has reasonable grounds to believe that a Marketplace User has made or is making any direct or indirect attempt to avoid payment of fees by the Marketplace Seller to Marketplace, this shall constitute a material breach of this User Agreement by the Marketplace User. In this case, Marketplace is entitled to claim a right of retention on the payments to be paid to the Marketplace Seller according to this User Agreement (e.g. from other contracts/orders made via Marketplace) and to set them off against any claims for payment by the Marketplace Seller with the commission fee lost by Marketplace. In addition, Marketplace is entitled to extraordinary termination of the User Agreement with the Marketplace Buyer and/or Marketplace Seller committing the violation as set forth in Section 12.1. The other legal rights and claims to which Marketplace is entitled in the event of such a material breach of this User Agreement remain unaffected by this clause.

11. TERM AND ORDINARY TERMINATION

11.1 Marketplace Buyers and Marketplace Sellers can terminate the User Agreement concluded with Marketplace in each case, unless otherwise agreed (e.g., within the scope of a subscription), properly with a notice period of 30 days in text form. For this purpose, it is sufficient to send a notice of termination by e-mail to the customer service of Marketplace support@a4ord.com or by post to: A4ord FT7 GmbH, Torstrasse 177, Berlin, 10115. This also applies to a subscription already booked by the Marketplace Seller. In the event of such a termination during an ongoing fee-based additional Marketplace Service/Feature, there is no entitlement to (proportionate) repayment. Likewise, the terminating Marketplace Seller shall not be entitled to (proportionate) repayment of the subscription fee for the period already paid, if the subscription ends due to the termination before the regular expiration of the booked subscription. Users can also delete their

account through their profile, which also cancels a potentially booked subscription.

11.2 Marketplace may terminate the User Agreement at any time with a notice period of 30 days. If a User Agreement has been concluded between the Marketplace User and Marketplace on a fee-based additional service/Feature associated with a certain term, and the agreed term ends only after the date specified in sentence 1, termination by Marketplace is only possible with a notice period of 30 days to the end of the agreed term of the additional service. In the event that Marketplace terminates the User Agreement with a Marketplace Seller while the Marketplace Seller's subscription is still running, Marketplace will repay the subscription fee to the Marketplace Seller affected on a proportional basis for the subscription period already paid in advance and during which the Marketplace Seller cannot use Marketplace due to the early termination of the Use Agreement.

11.3 Upon termination of the User Agreement, the Marketplace User's account will be deactivated by Marketplace. Access to the Marketplace User Account by the Marketplace User in question no longer exists from this point on.

12. BLOCKING A MARKETPLACE USER ACCOUNT & EXTRAORDINARY TERMINATION

12.1 Marketplace is entitled to suspend access to Marketplace at any time, to withhold Marketplace Services or to terminate or restrict a Marketplace User Account with immediate effect if a prohibited act pursuant to Section 10 or any other essential violation/material breach of our Terms of Use or our policies is detected. Additionally, Marketplace reserves the right to remove any Marketplace Seller profile in cases where illegal activity is detected, the Seller remains unresponsive to orders or outreach from its team, or there is an

unusually high number of order rejections or negative reviews from Buyers. The extraordinary termination of the Marketplace User account means at the same time termination of the Use Agreement without prior notice by Marketplace.

12.2 If the requirements of Section 12.1 are met due to the identification of an act prohibited under Section 10 or any other violation/material breach of our Terms of Use or policies by a Marketplace User, the Marketplace User in question shall not be entitled to any claims for reimbursement from Marketplace in respect of payments and fees, Service Fees already made and for additional services subject to a charge and associated with a certain term.

12.3 Even if the requirements of Section 12.1 are met, the obligations (e.g. payment obligations) established between the Marketplace User in question and Marketplace prior to the termination of the Use Agreement shall continue to exist insofar as they remain unaffected by the material breach.

Furthermore, the obligations established before the extraordinary termination of the contract between the Marketplace Seller and the Marketplace Buyer shall remain unaffected by the termination according to Section 12.1.

12.4 The Marketplace User has the right to terminate the Use Agreement on his part due to a material breach of the Use Agreement by Marketplace. In the event that Marketplace has materially breached the Use Agreement, Marketplace will repay the subscription fee to the Marketplace Seller affected on a proportional basis for the subscription period already paid in advance and during which the Marketplace Seller cannot use Marketplace due to the extraordinary termination of the Use Agreement.

13. LIABILITY

13.1 Marketplace is liable without limitation if the cause of the damage is based on an intentional or grossly negligent breach of duty by Marketplace or a legal representative or vicarious agent of Marketplace.

13.2 Furthermore, Marketplace is liable for the slightly negligent breach of essential obligations. Essential are obligations whose violation endangers the achievement of the purpose of the contract or the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which you regularly rely. In this case, however, Marketplace is only liable for the foreseeable, contract-typical damage. Marketplace is not liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences. The above limitations of liability do not apply in the event of injury to life, body and health, for a defect after the assumption of a guarantee by Marketplace for the quality of a product or a product and in the case of fraudulently concealed defects by Marketplace. The liability according to the product liability law remains unaffected.

13.3 Insofar as the liability of Marketplace is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

13.4 Marketplace shall only be liable for the loss of data in accordance with the preceding paragraphs if such a loss could not have been avoided by appropriate data backup measures on the part of the user.

13.5 Liability does not extend to impairments of the contractual use of the services provided by Marketplace on the Marketplace that have been caused by improper or incorrect use by the user.

13.6 In addition, the execution of contracts concluded on Marketplace is the sole responsibility of the respective contracting parties, i.e., of the contract via Marketplace between the Marketplace Buyer and the Marketplace Seller. Marketplace assumes neither a guarantee for the performance of the contracts concluded on Marketplace nor any liability for material or legal defects of the traded goods and services for the contracts concluded on Marketplace. Marketplace has no obligation to ensure the performance of the contracts concluded between the Marketplace Users. Furthermore, Marketplace is not liable for any breach of duty of the contracting parties of the contract concluded via Marketplace.

13.7 Marketplace does not guarantee the completeness, correctness and up-to-topicality of the information provided by the Marketplace Seller or Third-Party Provider in his profile and/or in his offer and/or his product/service description. It is the sole responsibility of the Marketplace Buyer to check whether the Marketplace Seller or Third-Party Provider has the required qualification to fulfill the contract and whether the Third-Party Provider's or the Marketplace Seller's offer has all the quality characteristics desired by the Marketplace Buyer.

13.8 Marketplace is not liable for losses of a Marketplace Buyer and/or Marketplace Seller caused by chargebacks, fraudulent debits and/or other misleading, fraudulent or other actions of a Marketplace Buyer and/or Marketplace Seller, that violate the applicable law, as far as Marketplace is not at fault.

13.9 Any liability of Marketplace arising from and in connection with the use of the "conflict resolution" offered on Marketplace is excluded to the extent permitted by law.

13.10 Insofar as Marketplace provides the possibility of forwarding to databases, websites, services of third parties, e.g., by setting links or hyperlinks, Marketplace is not liable for the accessibility, existence or security of these databases or services, nor for their content. Marketplace is not liable for their legality, correctness, completeness, topicality, etc.

14. EXPORT CONTROL

14.1 Marketplace Buyers agree that they will not export, re-export or transfer any products (including software or other digital products) purchased through Marketplace to any country, individual, company, organization or entity to which such export is restricted or prohibited by law. In addition, Marketplace Users agree that you will not purchase products or services through Marketplace if you yourself are subject to restrictive measures (sanctions).

14.2 By using Marketplace, Marketplace Buyers and Marketplace Sellers agree to be aware that, for example, economic sanctions and embargoes imposed by the European Union, the United Nations, the U.S. Department of State, the U.S. Department of the Treasury, the U.S. Department of Commerce, and other government agencies (such as embargoes imposed on certain countries or economic sanctions imposed on individuals or companies for terrorism or money laundering offenses) may prohibit you from bringing Products into other countries, even for your own personal use, and/or from sending Products (whether physically, by mail or digitally via email or file sharing) to certain individuals, companies, organizations or entities.

15. EXEMPTION

15.1 As a Marketplace Buyer and or a Marketplace Seller you will indemnify and hold Marketplace, including employees and agents, harmless from and against all claims, liabilities, damages, losses and expenses, including the costs of necessary legal defense and/or accounting costs, incurred or in any way related to (i) your breach of these Terms of Use or our policies and standards, (ii) your improper or fraudulent use of the Marketplace Platform or our Services, (iii) your interaction with any Buyer, your booking, service or other service; in particular, for any injury, loss or damage (whether compensatory, direct, indirect, consequential or other damages) of any kind incurred in connection with or as a result of such interaction or use; arises or (iv) your violation of any law, regulation or right of any third party. This does not apply if you are not responsible for the infringement.

15.2 Marketplace Buyers and Marketplace Sellers shall indemnify Marketplace against all claims asserted by third parties against Marketplace due to the infringement of their rights based on offers and/or contents posted by them, if and to the extent that the respective Marketplace Buyer or the respective Marketplace Seller is responsible for such infringement. The Marketplace User responsible for the infringement is obliged to bear all costs incurred by Marketplace due to the infringement. The obligation to compensate also extends to the costs of the legal defense of Marketplace, including all court and lawyer's costs, as far as Marketplace could consider the legal defense necessary and the costs are reasonable in amount.

16. CHOICE OF LAW AND PLACE OF JURISDICTION

16.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws.

16.2 The (non-exclusive) jurisdiction of the courts of the Federal Republic of Germany is agreed. If you are a consumer habitually resident in the EU, you also enjoy the protection of the mandatory provisions of the law of your country of residence. You may file claims in connection with these Terms of Use arising from consumer protection standards either in the Federal Republic of Germany or in the EU member state in which you live. The European Commission provides a platform for online dispute resolution, which you can find at <https://ec.europa.eu/consumers/odr/>.

16.3 We are not obliged to participate in a dispute resolution procedure in accordance with the German Consumer Dispute Resolution Act (VSBG).

17. GENERAL CONDITIONS

17.1 The language available for the conclusion of the contract is exclusively German. Translations of these Terms of Service and Policies into other languages are provided for your convenience only. In the event of any differences between the language versions, the German text shall take precedence in each case.

17.2 Should individual provisions of these Terms of Use be or become invalid and/or contradict the statutory provisions, this shall not affect the validity of the remaining Terms of Use. The invalid provision shall be replaced by the contracting parties by mutual agreement by such a provision which comes closest to the economic purpose of the invalid provision in a legally effective manner. The above provision shall apply mutatis mutandis in the event of loopholes.

17.3 The Marketplace Seller is not permitted to declare a set-off or to assert a right of retention against claims of Marketplace, unless the claims are undisputed or legally established.

##18 Amendment of Terms and Conditions

18.1 The Provider reserves the right to amend these Terms and Conditions, including the subscription models and applicable prices, at any time where such amendment is necessary to adapt to changes in legal requirements, jurisdiction, market conditions, technical developments, or to close regulatory gaps.

18.2 Any amendments will be communicated to the registered users in text form (e.g., by e-mail) at least two weeks before the amendments come into effect.

18.3 If the user does not object to the amended Terms and Conditions within two weeks after receipt of the notification, the amended Terms and Conditions shall be deemed accepted. The Provider will expressly inform the user of this consequence in the amendment notification.

18.4 In the event of an objection, the Provider may terminate the contractual relationship with due notice.