Appendix: General Terms and Conditions for the finAPI "Software-as-a-Service" contract

General Terms and Conditions for the Use of the Services and/ or Software Products of finAPI product range

Correct as of: 7th April 2026

Article 1 Field of Application

1.1 Scope of application of the General Terms and Conditions
These General Terms and Conditions (hereinafter: "GTC") of finAPI GmbH (hereinafter: "finAPI") apply to the entire business relationship between finAPI GmbH and the contractual partner (hereinafter: "Client"), who wishes to use the services and/ or software products of finAPI for commercial purposes in relation to its customers (hereinafter: "End Customer").

1.2 Reasons for amendments to the General Terms and Conditions
finAPI may amend these General Terms and Conditions if there is an objective reason for doing so. Objective reasons include, in particular,
(a) changes in legal or regulatory requirements,
(b) technical developments, security/ data protection requirements or new functions,
(c) elimination of regulatory gaps,
(d) editorial clarifications without impact on content,
(e) changes to the services offered,
provided that this does not result in a reduction in services to the detriment of the business customer.

1.3 Procedure and deadline for changes
Changes to the General Terms and Conditions will be communicated to the business customer in text form (§ 126b BGB) to the email address stored with finAPI. The notification will contain the amended passages (highlighted), the reasons and the planned effective date. There is a period of 3 weeks between receipt of the notification and the effective date.

1.4 Deemed consent – only for neutral/ advantageous or mandatory changes
The changes shall be deemed to have been approved if the business customer does not object within the period specified in clause 1.3, provided that they relate exclusively to
(a) editorial or technical/ administrative adjustments that do not affect the main performance obligations or remuneration,
(b) changes that are exclusively advantageous for the business customer, or
(c) adjustments to implement mandatory legal/ regulatory requirements that do not alter the essential content of the contract to the detriment of the business customer.
finAPI shall expressly point this out in the change notification.

1.5 Material changes only with express consent
Changes that affect main performance obligations, remuneration, liability, or termination rights, or that are not otherwise exclusively advantageous, require the express consent of the business customer. If the business customer does not give its consent, the previous GTC shall continue to apply.

1.6 Objection and special termination
The business customer may object to changes within the period specified in Section 1.3. In the event of a timely objection, the previous General Terms and Conditions shall continue to apply. If it is unreasonable for finAPI to continue the contract under the previous terms and conditions for valid reasons (e.g., in the event of mandatory legal changes that would be violated without adjustment), finAPI may terminate the contract for good cause in accordance with Section 314 of the German Civil

Code (BGB) at the planned time of change; the termination must be justified. Further contractual or legal rights of the parties remain unaffected.

1.7 Formal requirement
Notifications and declarations pursuant to this Article 1 must be made in text form (Section 126b of the German Civil Code - BGB). The date of receipt of the notification by the business customer shall be decisive.

Article 2 Offers/ Orders/ Conclusion of Contract

2.1 Offers and scope of application
All offers from finAPI are subject to change and non-binding and apply to the territory of the European Union, the European Economic Area and the United Kingdom. Technical and other changes remain reserved within the scope of what is reasonable for the Client.

2.2 Registration and offer for business customers
The registration/ application for access to the services of finAPI constitutes the offer of the Client to finAPI to want to use the offered system software and/ or server services in the future via an online IT interface of finAPI (hereinafter also referred to as "REST API") in accordance with these GTC and to want to integrate them contractually and legally into their own IT systems or website for their own business/ commercial purposes. finAPI reserves the right to check the information provided by the Client and to reject an activation in whole or in part. The business customer is obliged to provide all necessary information and documents relating to the business customer, the person appearing and the beneficial owners in a complete, correct and up-to-date manner as part of a KYC (Know Your Customer) check to be carried out by finAPI; finAPI is entitled to request further information and evidence if necessary. The business customer is also obliged to notify finAPI immediately and proactively of any potential changes to the aforementioned information (in particular, changes of name, address changes and changes or additions to beneficial owners).
finAPI may reject the business customer's offer, in particular if the business customer does not meet the requirements for the respective IT system or if there are reasons that would entitle finAPI to extraordinary termination (see section 4.1). If the KYC verification is only completed after the contract has been concluded, or if it is updated during the term of the contract, and circumstances arise that would have precluded the conclusion of the contract, finAPI is entitled to withdraw from the contract or to terminate it extraordinarily with immediate effect. The business customer is obliged to inform finAPI immediately and without being asked of any change in the circumstances relevant to the KYC check, in particular regarding the acquisition of PEP status by themselves, their legal representatives or beneficial owners, as well as regarding changes to the ownership structure or business activities.
2.3 Conclusion of contract and acceptance by finAPI
Acceptance by finAPI of the Client´s offer to conclude a user contract for finAPI services is based exclusively on these GTC. By placing the order (if necessary, also by phone, email, etc.) the Client bindingly declares its offer towards finAPI to conclude a user contract. The declaration of acceptance on the part of finAPI is made by sending the access data for the use of the software to the Client.

2.4 Availability of the service
In the event of initial unavailability or only partial availability of finAPI services, the Client will be informed immediately, and prepaid amounts will be refunded or credited to the Client, if applicable. finAPI reserves the right to offer its services also in other countries or with additional functions. The Client has no claim to the activation of additional countries or functions than the service to be provided in the agreed scope of functions at the time of conclusion of the contract.

Article 3 Scope of Application

The obligations arising from this contract and/ or these GTC apply only between finAPI and the Client. This does not constitute a contract for the benefit of third parties.

Article 4 Termination

4.1. Extraordinary termination
The right of both parties to terminate the contract for good cause pursuant to Section 313 of the German Civil Code (BGB) remains unaffected. Clause 6.5 applies to finAPI's right of termination in case of default of payment. Good cause shall be deemed to exist in particular if finAPI has a right to extraordinary termination without notice, if,
a) for legal or technical reasons, the provision of a service can only be guaranteed with an unreasonably long interruption or becomes impossible (in particular also due to changed market circumstances, disclosing the specific circumstances that are decisive for the impossibility, independent of finAPI),
b) the Client infringes legal or official requirements wherever the Client or his customers use the software and/ or server services of finAPI, or if he or his beneficial owners infringes restrictions, especially in the event of infringement in capital and payment transactions against - country and personal embargoes, sanctions and export control laws of the European Union or the United States of America, infringes of the Money Laundering Act or the GTVO exist or if the Client does not have the appropriate tools or applies them insufficiently within the framework of the prescribed money laundering prevention, embargo or GTVO checks, lit. b) also applies in the event of repeated, justified complaints from third parties about the business customer,
(c) the business customer is active in proscribed industries or in payment transactions for such industries. These include, in particular, (i) the production and distribution of proscribed weapons systems, (ii) the production and distribution of narcotics, and (iii) business activities in the field of the uncontrolled proliferation of nuclear weapons or uranium enrichment, or the unauthorised transfer of technologies suitable for this purpose and comparable proliferation involvement in uncontrolled proliferation,
d) finAPI may also refuse or terminate cooperation if there is reason to fear reputational risks due to the nature of the business activity. This applies in particular (i) to areas of adult entertainment or erotic content, unless their orientation or presentation is beyond doubt legal, ethical and reputation-friendly, (ii) to the manufacture and distribution of weapons, and (iii) to the manufacture and distribution of tobacco or tobacco products and/ or other comparable addictive substances,
e) an application for insolvency has been filed against Client´s assets, this application has been rejected for lack of assets (insofar as a justified additional charge claim cannot be enforced as a result and the Client refuses to pay) or the Client is in other financial difficulties which call into question its contractual obligation towards the End Customer, or
f) the Client infringes essential contractual obligations or continues to infringe contractual obligations towards finAPI.
g) if, during the KYC verification carried out after the conclusion of the contract or updated during its term, circumstances come to light which would have precluded the conclusion of the contract or which, under applicable law, oblige or entitle finAPI to terminate the business relationship. This applies in particular if: the PEP status (politically exposed person within the meaning of Section 1(12) of the Money Laundering Act) of the business customer, their legal representatives or beneficial owners; (ii) a match with national or international sanctions or embargo lists; (iii) insufficient proof of the origin of assets; (iv) affiliation with ostracised or reputation-critical sectors in accordance with Section 4.1(c) and (d) of the General Terms and Conditions; (v) false or incomplete information provided by the business customer during the KYC verification; (vi) the business customer fails to fulfil their duty to cooperate in the context of the KYC check, in particular if they refuse to submit the necessary identification documents, proof of beneficial ownership or other documents and information required to carry out the check, or fail to provide them despite a reasonable deadline being set. In the event of withdrawal, any services already provided by finAPI must be remunerated; further claims by the business customer are excluded.

h) If there are reasons that justify an extraordinary termination, finAPI is also entitled to deactivate or block the individual services in whole or in part for use by Client. This applies in particular to a clarification phase in which the Client is given the opportunity to comment.

Client may only withdraw from the contract or terminate the contract extraordinarily in the event of an unreasonably long interruption. Any further claims of the Client, in particular claims for damages of any kind, shall be excluded, with the exception of cases of mandatory liability pursuant to Section 8.

4.2. Notice of termination

Extraordinary terminations must be made in writing in accordance with Section 126b of the German Civil Code (BGB) and may only be declared within a reasonable period of time after becoming aware of the reason for termination (Section 314 (3) BGB). The reasons for termination must be disclosed upon request. The business customer may send their termination notice, stating the reason for termination, to finAPI GmbH, Adams-Lehmann-Str. 44, 80797 Munich, Germany, or to sales@finapi.io. finAPI may terminate a contract by sending a corresponding notice to the business customer's email address on file with finAPI.

4.3. Consequences of termination of the contract

Upon expiry of the contract term, the Client is obliged to refrain from further use of the software. After termination of the contract, the Client no longer has access to the data stored by him at finAPI. finAPI is not obliged to release the data. Upon termination of the contract, finAPI will delete the Client data, unless finAPI is legally obliged to retain it. If a deletion is only possible with disproportionate effort (e.g. in backups) finAPI is entitled to block the data. The right of finAPI to use data remains unaffected.

4.4. Full termination

For a termination of the entire business relationship with several individual contracts for different services between finAPI and the Client, the longest applicable contract term at the time of the declaration of termination shall be decisive for compliance with the notice period.

Article 5 Remuneration

5.1. Fees, prices and taxes

The charges, prices and fees for the setup or access to the finAPI services, including ongoing fees, are regulated in the finAPI “Price List” appendix or agreed upon individually with the Client. The prices and fees of finAPI are net fees - plus the applicable VAT - i.e. the statutory VAT is not included in the price of the fee, unless otherwise agreed between the parties in writing. Furthermore, the business customer shall bear any costs such as taxes, fees, or similar charges.

5.2. Usage-based fees and definition of user

As far as a usage fee depending on the actual usage has been agreed upon in writing between finAPI and the Client, each User created by Client in the system database counts as a User. The Client is always invoiced for a full month by finAPI for a User. If a price scale has been agreed according to use, the prices of the next higher scale shall only apply to the Users to who this scale is attributable.

5.3. Due date and settlement

Unless otherwise agreed, all fees are due for payment immediately upon receipt of the invoice. Usage fees are billed monthly in arrears based on actual usage. The business customer shall be in default without further reminder no later than 14 days after the due date and receipt of the invoice.

5.4. Price changes

finAPI is entitled to increase the usage fee in an appropriate way during a contract period. finAPI has to announce the increase in advance with a period of notice, which at least corresponds to the period of an ordinary termination by finAPI. The Client may object to the increase, in which case the contract

shall end when the increase takes effect. If the Client does not object, this is deemed to be consent to the increase. finAPI will point out this effect of silence to the Client in the announcement.

Article 6 Terms of Payment

6.1 Invoicing and payment terms
finAPI electronically transmits monthly statements including invoices for the fees, prices and charges owed. The Client undertakes to pay the price within seven (7) working days of the invoice being sent. If SEPA direct debit has been agreed, the amount owed will be collected by direct debit from Client's account specified in the SEPA direct debit mandate seven (7) working days after the invoice has been sent. The Client is in default of payment if he does not pay after this period (receipt of payment). finAPI reserves the right to exclude individual payment methods. The Client shall ensure the correctness of its bank data in the event of settlement by SEPA Direct Debit. If a direct debit is reversed by Client without authorisation or if the collection of the claim from his bank fails for reasons for which he is responsible - in particular due to insufficient funds or incorrect account data in his customer menu - the Client is obliged, in the event of insufficient funds, to provide sufficient funds so that, in addition to the outstanding amount, the respectively valid return direct debit fee and the applicable third-party fees of the finAPI house bank, as well as EUR 12.00 processing fees, can be collected after seven (7) bank working days at the latest. Furthermore, when paying invoices by SEPA direct debit, the Client is obliged to notify finAPI of any changes or revocation of the SEPA direct debit mandate in writing.

6.2 Interest on arrears and legal costs
In case of default of payment, the Client is obliged to pay default interest in the amount of nine (9) percentage points above the base interest rate. finAPI reserves the right to prove and claim a higher damage caused by default. finAPI's entitlement to the interest due after the due date from company-related transactions remains unaffected The Client undertakes to bear all costs and expenses associated with the collection of the claim, such as in particular collection expenses or other costs necessary for an appropriate legal action.

6.3 deterioration in financial circumstances
If the financial situation of Client deteriorates, finAPI can demand immediate payment. If it becomes apparent after the conclusion of the contract that finAPI's claim to remuneration is jeopardised by Client 's lack of technical or economic capacity, finAPI is entitled to refuse service and to withdraw from or terminate the contract.

6.4 Set-off and retention
The Client has a right to offset only if his counterclaims have been legally established or recognised by finAPI. The Client is not entitled to withhold payments.

6.5. Late payment, reminders and blocking
Default in payment. The statutory provisions, in particular Sections 286 and 288 of the German Civil Code (BGB), shall apply to the occurrence of default in payment and default interest.
a) finAPI is entitled to charge a reasonable reminder fee from the first reminder onwards; a higher reminder fee will be charged from the second reminder onwards.
b) If the Client is in arrears with the payment of the usage fee, finAPI is entitled to temporarily suspend the services ("blocking"). finAPI shall, however, threaten the blocking in advance in a timely and reasonable manner, e.g. by email or notice in the software. The blocking shall cease or be lifted as soon as the Client makes the payment in full. During the blocking, no connections to the finAPI services covered by the contract can be established. The Client obligation to pay the usage fee during the blocking period shall remain in effect.
c) finAPI can terminate the contract with the Client extraordinarily, if the Client is in default of payment of the usage fee or a not insignificant part of the usage fee for two (2) consecutive payment dates or

is in default of payment of the usage fee in a period that extends over more than two (2) dates in an amount that extends to the usage fee for two (2) months.

Article 7 General Terms of Use

7.1. Permitted use
The Client may only use the contractually agreed services of finAPI within the framework of the provisions of this contract and in accordance with the applicable legal provisions and may not infringe any rights of third parties when using them. The Client must comply with all applicable data protection regulations when using the services and when collecting, processing and using data provided via the finAPI interface and, in particular, may not collect, process or use any data without the express consent of the End Customer or legal permission under German law.
The Client must ensure that the software is used within the customer applications only with the inclusion of legally effective End Customer GTC that are suitable for the intended use.

7.2. Data Protection
The contracting parties are fundamentally obliged to comply with the applicable data protection obligations. If the Client grants the use of the finAPI software to its Users against payment, the Client may collect, store, delete or otherwise process personal data only for the contractual purpose and in accordance with the principles of data economy, expediency and necessity, and always only with the express consent of the User pursuant to Art. 6 of the General Data Protection Regulation (GDPR).
finAPI strictly adheres to the relevant data protection laws. finAPI collects, processes and uses Client data and the personal data of the Users for the implementation and processing of the contractual relationship with the Client. Personal data is never passed on to third parties without the express prior consent of the person concerned. Non-personal or anonymous or anonymised data may be collected automatically in order to improve and expand the functionality and handling of finAPI products. A detailed description regarding the collection, processing and use of personal data by finAPI can be found in the privacy policy at https://www.finapi.io/en/data-protection-policy/.

7.3. Protection of access data
The Client is obliged to keep the access data provided by finAPI securely and may not pass it on to third parties. In particular, the access data may not be stored in plain text in configuration files or transmitted via unencrypted public network connections.

7.4. Security precautions
The Client is obliged to observe the finAPI security precautions. In particular, he must refrain from circumventing authentication mechanisms and other security measures or from using methods of the finAPI system services for purposes other than those obviously intended.

7.5. Compliance with specified operational scenarios
The Client undertakes to comply with the guidelines for using finAPI system services. In particular, he may not use individual calls via the finAPI interface for purposes other than those intended or recommended (e.g., no frequent automated retrieval of account transactions). The guidelines are announced by finAPI (e.g. on their homepage or in the developer portal) and updated regularly.

7.6. Blocking in case of misuse
finAPI is entitled to block the Client´s access to finAPI services if there are indications of misuse or a threat to data security. In such a case, finAPI shall inform the business customer immediately.

7.7. Breach of duty
If the business customer breaches its duties in connection with the contractual use of finAPI services, it shall indemnify finAPI against all third-party claims upon first request. This includes, in particular, all

claims by users who have been created in the database by the business customer, as well as the costs of legal defence and prosecution.

Article 8 Liability

8.1 General liability
Unless otherwise agreed in writing by individual contract, claims for damages by the Client are excluded, irrespective of the legal grounds, in particular due to breach of obligations arising from the contract or from tortious acts. This exclusion also expressly applies to damages not caused by the provision and/ or use of the service itself, i.e. also to any consequential damages, and financial losses, savings not achieved, loss of interest and for damages arising from third-party claims against the Provider.
For damages resulting from injury to life, body or health finAPI is only liable according to the statutory provisions. For other damages, finAPI is only liable for intent and gross negligence. finAPI is also liable for other damages caused negligently, which are based on the breach of an essential contractual obligation but limited to the damages foreseeable at the time of the breach of Contract. Material contractual obligations are those which protect the legal positions of the contractual partner which are material to the Contract and which the Contract is intended to grant to the contractual partner in accordance with its content and purpose, as well as those the fulfilment of which makes the proper performance of the Contract possible in the first place and on whose compliance the Client may regularly rely. Liability under the Product Liability Act remains unaffected by the above provisions. Statutory no-fault guarantee liability for initial defects, for whatever legal reason (e.g. in accordance with Section 536a of the German Civil Code), is excluded. Section 314 of the German Civil Code (BGB) applies to the extraordinary termination of the contract in the event of breaches of duty or other important reasons. finAPI is not liable for the loss or misuse of confidential information or other data provided by third parties or the Client itself, to the extent permitted by law.

The Client is obliged to fully indemnify finAPI against all damages – regardless of their nature and legal basis – if these arise as a result of:
a) loss or misuse attributable to the provider's business customers,
b) any improper or non-contractual use,
c) any unauthorised disclosure,
d) or the disclosure of confidential information or other data to third parties by the Client itself.

finAPI does not provide the Client with any guarantees and/ or assurances of quality in the legal sense.

8.2 Supplementary liability provisions for finAPI payment products
A supplementary liability provision applies with regard to verification of payee (VOP) in accordance with the Instant Payment Regulation (EU Regulation 2024/886).
(a) A Client who is a payment service user and not a consumer (private end customer) may opt out of recipient verification for collective transfers in accordance with the provisions of the VOP (“opt-out”). In the event that the Client grants its own customers (end customers) the option of using the payment service via finAPI, the requirements shall apply accordingly to them. If the Client has activated a permissible opt-out and finAPI has duly fulfilled its legal obligations (in particular, performing/ offering the VOP service in accordance with the Regulation), the Client bears the sole risk of an incorrect transfer (payment to an unintended recipient or on the basis of an incorrect unique identifier). The same applies if, during the recipient verification process, a ‘no match’ or ‘close match’ notification is displayed to the Client, and the Client nevertheless initiates the payment. The Client shall be liable for its (own) end customers accordingly.
(b) In cases covered by this section, finAPI shall not be liable – to the extent permitted by law – for damages resulting from the execution of a payment order to an unintended recipient. This also applies if the Client uses third parties or initiates payments for its own end customers (e.g. merchants/ account holders). The Client indemnifies finAPI against all claims by third parties (in particular end customers,

other payment recipients or payers) that are causally attributable to (i) an opt-out pursuant to lit. a, (ii) the ignoring of notices pursuant to lit. a, or (iii) use by third parties employed by the Client; this also includes reasonable legal costs and defence costs.
(c) In all other respects, the liability provisions set out in Section 8.1 shall apply.

Article 9 Condition and Termination due to a Defect

9.1. Freedom from defects and condition
finAPI shall provide the contractual services free of material and legal defects for the contractual use and maintain them in a condition suitable for the contractual use within the scope of software maintenance during the term of the contract.

9.2. Maintenance obligation
The obligation to maintain the services does not include the adaptation to new operating systems or operating system versions, the adaptation to the functional scope of competing products or the establishment of compatibility with new data formats or with major releases (main versions) of a software.

9.3. Elimination of defects
Defects of a software or the server services have to be reported by Client preferably via the web portal provided by finAPI at https://support.finapi.io and - if possible and reasonable - explain the detailed circumstances of the occurrence of the error (e.g. by means of log data). In the event of problems with finAPI interface calls, the Client should always transmit the Request ID provided to identify a call. The Client shall support finAPI free of charge in the elimination and analysis of errors to a reasonable extent. finAPI shall eliminate defects within a reasonable period of time in order to restore the contractual functionality. finAPI is also entitled to show the Client temporary error workarounds and to eliminate the defect later by adapting the software or server services, provided that this is reasonable for the Client.
If finAPI proves to the Client that errors or malfunctions reported by him did not exist or that the cause for this lies in a circumstance for which finAPI is not responsible or which does not fall under the maintenance obligation, finAPI is entitled to separate remuneration for services rendered by it on the basis of the error report according to its usual remuneration rates at that time. If the Client does not respond within a reasonable time to queries about an error message it has created, the error message will be closed with the status "resolved" and will not be followed up until the customer reports it again.

9.4. Special right of termination of the customer
A termination by the Client according to Section 314 German Civil Code (BGB) due to a breach of duty for which finAPI is responsible – in particular due to the failure to grant contractual use as a result of a defect in the software – is only permissible if finAPI has been given sufficient opportunity to remedy the defect and this has failed. This does not affect finAPI's right to terminate the contract for good cause in accordance with § 314 BGB, in particular due to conduct by the business customer that is in breach of contract.

9.5. Initial impossibility
Strict liability for initial defects or impossibilities is excluded to the extent permitted by law. Liability based on fault remains unaffected. Otherwise, the provisions of Section 314 of the German Civil Code (BGB) apply accordingly to extraordinary termination due to initial impossibility.

9.6. Statute of limitations
Claims for defects by Client shall become time-barred within twelve months. This does not apply in the case of claims for defects, if and insofar as finAPI is compulsorily liable by law.

Article 10 Information Sharing and Confidentiality

10.1 Press and information releases
The parties shall issue, publish or make available to third parties all press releases and statements as well as other public statements on the conclusion or execution of this Contract exclusively by prior mutual agreement, unless they are mandatory publications in accordance with stock exchange regulations Independent of this is the right to refer to the cooperation regulated by this Contract.

10.2 duty of confidentiality
Each party undertakes to keep strictly confidential and not to disclose to third parties or otherwise use any confidential information which should become known in connection with the execution of this contract throughout the term of this contract and also for an unlimited period after termination of this contract.

10.3 Definition of confidential information
In particular, information concerning the content of this contract, the execution and processing of this contract and all oral agreements in connection with this contract shall be deemed to be confidential Each party is obliged to consult with the other party if any doubt arises as to whether information is to be treated as confidential in a specific individual case.

10.4 Exceptions to confidentiality
This confidentiality obligation shall not apply to information which a party has demonstrably received or is lawfully receiving from third parties, which was already generally known at the time of conclusion of the contract or subsequently became generally known without breach of the obligations contained in this contract or the publication of which the other party has consented to, as well as to information which must be disclosed to a third party by virtue of a statutory duty or official order; in such cases, the obligated party shall be obliged to inform the respective other party in advance or without delay of the disclosure to the extent legally permissible.

Article 11. Final Provisions

11.1 Communication
With the exception of changes, extensions and additions of contract components, the communication is basically carried out by email. finAPI can use the email address given by the Client when placing the order for this purpose. The Client shall retrieve these regularly and, as far as necessary, provide the respective current email address. The contact details of finAPI are available at https://www.finapi.io/en/contact-us/.

11.2 Reference Customer Agreement
The Client grants finAPI the right to use his name as well as his brand (e.g. logo) as a reference on advertising and information material (e.g. on the homepage). This authorisation can be revoked at any time by sending an informal email to sales@finapi.io and is limited to the duration of the economic cooperation. In the event of revocation or after termination of this cooperation, finAPI shall immediately remove the reference from the corresponding advertising and information materials.

11.3 Applicable law
Unless otherwise agreed in writing, these GTC and/ or any individual contract between the contracting parties and all disputes in connection therewith shall be governed exclusively by German law, in the event of a cross-border reference to the exclusion of the provisions of German private international law.

11.4. Place of jurisdiction

If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be Munich.

11.5 Partial invalidity

Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, that provision shall apply which the parties would have agreed upon in accordance with the originally intended purpose from an economic point of view in a fair manner. The same applies in the event of a contractual gap.