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1 Scope

- 1.1 These General Terms and Conditions govern the provision of all services (hereinafter 'Services') by b4value.net GmbH (hereinafter 'Service Provider') to businesses as defined under Article 14 Section (1) of the German Civil Code (BGB). The Client expressly accepts these General Terms and Conditions upon conclusion of the contract. Upon conclusion of the first contract, these General Terms and Conditions shall also form an integral part of all future transactions.
- 1.2 The validity of any deviating terms and conditions of the Client is excluded, even if the Service Provider does not expressly object to them.
- 1.3 The Service Provider is entitled to amend these General Terms and Conditions by informing the Client in writing of the specific changes. The amendments shall come into force one month after notification. If the amendments are to the Client's disadvantage, the Client may terminate the contract within one month of receiving notification of the amendments. If the Client does not terminate the contract, the amendment shall take effect in relation to the Client upon expiry of the one-month period. The Service Provider shall draw the Client's attention to this legal consequence when notifying the Client of the amendments.
- 1.4 The Service Provider may engage third parties as vicarious agents to fulfil its obligations. The Service Provider's contractual obligations remain unaffected by this. The Client has no right to influence the selection or replacement of such third parties.
- 1.5 Verbal side agreements or subsequent amendments to the contract, as well as agreements and undertakings of any kind, including statements made by the Service Provider's employees, shall only be binding if they are expressly confirmed in writing by the Service Provider.

2 Contracting for standard services

- 2.1 b4 standard services can be booked directly online via the b4 Portal or using standard forms. By completing and submitting the relevant order form and accompanying attachments, or by booking online, the customer makes an offer to b4 to enter into a contract on the terms published on the b4 Portal.
- 2.2 The contract concluded is a framework agreement. The scope, content and price of the standard service are set out in the documents published on the b4 Portal and valid at the time the services are actually utilized – Service Level Agreements (SLAs). For services going beyond the standard services, a separate contractual agreement must be reached between the parties, preceded by an individual quotation.

3 Contracting for custom services

- 3.1 The Service Provider's quotations are non-binding and subject to change, unless they are expressly designated as binding. Unless a different period of validity is specified in a binding quotation, we shall be bound by binding quotations for one month from the date of issue. A quotation shall become invalid if a follow-up quotation is prepared at the customer's request. Quotations and the associated drawings, technical documentation and similar materials shall remain the property of the Service Provider. Without the express written consent of the Service Provider, the documents or parts thereof may not be reproduced in any form or otherwise disclosed to third parties. We reserve the right to make technical and design deviations from the information contained in brochures and other written documents, as well as changes to models, designs and materials during technical progress, without this giving rise to any claims against the Service Provider.
- 3.2 The contract shall only come into effect upon written acceptance of an offer designated as binding, or upon commencement of the provision of services; otherwise, it shall come into effect upon written confirmation of the order or when the client has made use of a service provided by the Service Provider.

4 Nature and scope of services for bespoke offers

- 4.1 The services to be provided by the Service Provider are determined exclusively and definitively by the contract, its respective annexes and service schedules, as well as by any agreed Service Level Agreements (SLAs).
- 4.2 The client shall designate a contact person who can provide the necessary information and make the necessary decisions at short notice or ensure that they are obtained. All declarations of intent by the client relating to the implementation of the project or the provision of services shall only be binding on the Service Provider if they have been made by the designated contact person.

5 Important Notes & Client's duty to cooperate

- 5.1 The quotation or contractual agreement is based on the data sets and/or documents and their document layouts submitted for testing purposes (graphic design, typefaces/fonts, languages, form components, logos, etc.).
- 5.2 Any changes made by the Client to the data sets and/or the document layouts (graphic design, typefaces/fonts, languages, form components, logos, etc.) must be agreed with b4 in terms of both content and timing prior to the data being transferred to the production environment. Live operation may only commence or continue once b4 has implemented the necessary adjustments and following a successful test run and acceptance by the Client. The same applies to the activation of new document types or data sets. Should errors arise because of uncoordinated changes, the Client shall bear responsibility for any consequences that may result.
- 5.3 The Client is obliged to check that production is proceeding correctly and to inform b4 immediately in the event of any errors. To this end, b4 provides the Client with several monitoring options (ranging from data transmission to dispatch control). The key control points are as follows.
- The logging functions of the TRAFFIQX® Connector
 - The messages provided by email
 - The status messages in the Portal

6 Service times & availability

- 6.1 All information regarding service hours and availability for services to be provided primarily manually (e.g. printing, enveloping, document preparation, scanning, data entry, etc.) refers, unless otherwise stipulated in the contract, to working days (Monday to Friday), excluding national public holidays and public holidays in Baden-Württemberg.
- 6.2 The b4 cloud services are available 24 hours a day, 7 days a week, with the following availability figures:
The average annual availability of the b4 applications is 97.50%. A service is considered unavailable if simulated access via a monitoring system fails.
 $\text{Availability (in \%)} = (\text{measurement period (number of failed access attempts} \times 5 \text{ minutes)}) \times 100 / \text{measurement period}$. The reference tests are carried out every 5 minutes by a monitoring system located within the hosting network.
Maintenance window: To optimize our services, the Service Provider plans to carry out maintenance work on systems (software, servers, networks, infrastructure) outside the hours of Monday to Friday, 07:30 to 19:00, except for public holidays.
The customer will be informed of any planned work at least 2 working days in advance, provided that the work affects the services. This maintenance work will be announced on the b4 Portal or by email. This does not include emergencies.
- 6.3 Periods during which scheduled maintenance work is carried out are counted as periods during which the services are available.

7 Updates, maintenance and helpline

- 7.1 Upon conclusion of a contract covering the use of b4 software services or b4 software, receipt of or use of the latest version of the software program released by the manufacturer, in the form of a corresponding update, is included.
- 7.2 The fees include the provision, free of charge, of the latest software fix or release version, as well as free access to the Service Provider's helpline support. This does not include installation costs (on-site visits by our technicians) for the update in the case of b4 software installed on-site.
- 7.3 The Client is entitled to use the Service Provider's helpline (telephone support) free of charge during normal business hours, i.e. Monday to Friday from 08:00 to 17:00. Services such as training, installations, programming, on-site maintenance visits, and requests for customization or system integration are not included in the contract and will be invoiced separately should the order be accepted.
- 7.4 No later than 6 months after b4 has announced a new release version, the client is obliged to use the current release version.
- 7.5 If software from a third-party manufacturer is used, a separate maintenance agreement will be concluded.

8 Installation

- 8.1 For various dispatch and receipt services, the Service Provider shall provide the Client with the necessary software free of charge but shall charge the agreed fees for transactions carried out via the b4 web service (e.g. sending documents, transferring data sets).
- 8.2 Unless expressly agreed otherwise, the installation shall be carried out by the client.
- 8.3 The necessary resources will be made available to the client by email or as a download from the b4 Portal; the client will receive the required login details once the order has been placed with the Service Provider.
- 8.4 If it is agreed that the Service Provider shall carry out the installation, the Client must ensure that the installation site is accessible by standard means of transport and that other conditions for the installation, such as sufficient working space, power supply, etc., are met. The costs will be invoiced in accordance with the Service Provider's current price list.

9 Schedules, Deadlines, Default

- 9.1 Any agreement regarding schedules or deadlines must be in writing. They shall only be deemed binding if this is expressly agreed.
- 9.2 Deadlines start, unless otherwise specified, on the date the contract is concluded but not before the client has fulfilled any obligations it has undertaken.
- 9.3 The Service Provider shall only be deemed to be in default of its performance of its contractual obligations following a written reminder by the Client. In the event of unforeseen obstacles, such as force majeure, mobilization, war, strike, lock-out, civil unrest or other circumstances for which the Service Provider is not responsible, no default in performance shall arise. In such cases, the Service Provider may demand a reasonable postponement of the deadlines.
- 9.4 If the cause of the delay in the provision of services lies within the Client's sphere of responsibility and this results in increased costs for the Service Provider, the Service Provider may also demand remuneration for the additional costs incurred. In this respect, the Service Provider's current price list shall apply.
- 9.5 The client is also responsible for fulfilling its obligations to cooperate, in particular during the implementation of projects, in a timely manner. If this is not the case, the Service Provider may, following the fruitless expiry of a reasonable grace period, at its discretion either withdraw from the contract or claim damages for non-performance.

10 Contract Term and Termination

- 10.1 If no contract term has been agreed in the contract, a minimum term of 12 months shall apply.
- 10.2 The contract may be terminated with three (3) months' notice to the end of the contract period; otherwise, the contract shall be extended for a further year.
- 10.3 The right to terminate the contract without notice for good cause remains unaffected. Such a cause exists, in particular, if the Client is in default and fails to meet its payment obligations after two reminders. The Service Provider shall inform the Client in advance of the impending termination in conjunction with the second payment reminder. Furthermore, such grounds shall be deemed to exist in particular if the client is insolvent or an application has been made to open insolvency proceedings in respect of their assets, if the client otherwise seriously breaches their contractual obligations, or if they breach criminal provisions whilst using the Service Provider's services, or if there is strong suspicion of such an offence.
- 10.4 Any termination must be in writing to be valid.
- 10.5 Should a party, following termination, be in possession of contract-related documents of the other party that are marked as confidential, that party must either return the documents to the other party without delay or destroy them and inform the other party of their destruction.

11 Terms of Payment

- 11.1 The prices quoted by the Service Provider in the quotation or elsewhere are exclusive of the applicable statutory value-added tax and exclusive of packaging and freight costs, as well as travel time, travel and accommodation costs in accordance with the rates set out in the currently valid price list.

- 11.2 Where no remuneration has been agreed, the working time spent by the Service Provider shall be remunerated at the hourly or daily rates set out in the currently valid price list.
- 11.3 Services which have been commissioned but not utilized by the Client shall nevertheless be remunerated by the Client after the Service Provider has set a reasonable deadline.
- 11.4 Claims arising from project services and deliveries (software, hardware, ancillary services, travel costs and expenses) are due for payment without deduction within 10 calendar days of the invoice date.
- 11.5 Charges arising from fees shall be invoiced monthly or in advance (for Service Level Agreements (SLAs), transaction-based fees shall be charged).
- 11.6 In the case of low transaction volumes (turnover below €150 per month), the Service Provider reserves the right to settle fees on a quarterly basis.
- 11.7 Amounts due for postage charges are collected by direct debit. Depending on the type of contract and the monthly postage costs, billing is carried out according to Option 1, 2 or 3.

1. Postage is settled via a b4 clearing account. At the start of the contract, a one-time advance payment is made amounting to twice the expected average monthly postage costs for one year. The advance payment is adjusted at the end of each year or in the event of a change to the contract. Any difference must be reimbursed by the Client or paid by the Service Provider, as applicable. The advance payment is offset against the final monthly invoice at the end of the contract.
2. If the expected monthly postage costs are less than €1,000 or if an inline postal service has been commissioned, b4 may stipulate that the entire settlement (postage and charges) is to be made via the credit balance system.
3. Postage is settled directly with the client by the postal service provider (DPAG or others). This method of settlement is mandatory for certain special tariffs (e.g. DPAG's kilo tariff) or where postage costs exceed €5,000 per month. The Service Provider may request this method of settlement at any time without giving reasons.

- 11.8 Clients based outside Germany may be invoiced for fees up to two months in advance. Unless otherwise agreed, the credit balance procedure is mandatory for clients based outside Germany.
- 11.9 Amounts due in respect of fees shall be collected by direct debit by the 5th of the following month without deduction. The client undertakes to issue the Service Provider with a direct debit authorization for the collection of the fees due upon signing the contract. If a direct debit fails for reasons for which the client is responsible, the Service Provider shall charge a flat-rate processing fee of €25 for handling the failed direct debit. The client reserves the right to prove that the loss incurred was less than this amount.
- 11.10 Where invoicing is on a time-and-materials basis, the Service Provider shall record the daily working hours spent on the provision of services in an activity report. Invoicing shall take place monthly, at the end of each month. The Service Provider shall list all partial and instalment payments on the final invoice.
- 11.11 The Client must raise any objections to the amount of the invoice in writing without delay, but no later than 14 calendar days after the invoice date. Failure to raise an objection in good time shall be deemed to constitute approval. The Service Provider shall specifically draw attention to the invoices to the consequences of failing to raise an objection in good time.
- 11.12 The Service Provider shall only accept bills of exchange by special agreement. In any event, the acceptance of bills of exchange or cheques shall be solely on account of payment and free of costs and charges to the Service Provider.
- 11.13 Should the Client fall into arrears with payment, the Service Provider may, from the start of the period of default, charge interest at the rate charged to the Service Provider by banks for corresponding loans, but at least 8 percentage points per annum above the base rate in accordance with Section 247(1) of the German Civil Code (BGB). Furthermore, the Service Provider reserves the right to claim any additional damages resulting from the default.
The Client is entitled to charge a reminder fee of €20 for each reminder. The Client reserves the right to prove that the damage incurred was less than this amount.
- 11.14 If the Client is more than four weeks in arrears with its payments, the Service Provider shall be released from its further obligations to perform and may suspend performance.
- 11.15 Set-off against the Service Provider's invoice claim is only permitted if the counterclaim is undisputed or has been established by a final and binding court decision.
- 11.16 Any claims for refunds by the Client, for example due to overpayments, duplicate payments or similar, shall be credited to the Client's invoice account and, where possible, set off against the next payment due.
- 11.17 The Service Provider reserves the right to send invoices exclusively in electronic form, bearing a qualified electronic signature with provider accreditation. In this case, the Service Provider will issue paper invoices only at the Client's express request.
- 11.18 If an invoice is issued on paper at the Client's request, a processing and postage fee of €10 will be charged.
- 11.19 If, after the conclusion of the contract, the Service Provider becomes aware of a significant deterioration in the Client's financial circumstances (for example, because the Client falls into arrears), the Service Provider shall be entitled to provide any outstanding services only against advance payment or the provision of security. If the advance payments or security are not provided even after the expiry of a reasonable grace period of two weeks, the Service Provider may withdraw from the contract in whole or in part and/or claim damages in lieu of performance or reimbursement of expenses.
- 11.20 The Service Provider may, at the end of each financial year (= calendar year), adjust its fees with effect from the new financial year by notifying the client. In the event of a price increase, the client shall have a special right of termination with effect from the date on which the price increase takes effect.

12 Breaches of Contract and Rights in the Event of Defects

- 12.1 The Service Provider warrants that the services provided under sales, work and material contracts meet the contractually agreed-upon quantity; this is determined conclusively and exclusively by the specific contractual agreements made between the parties regarding the properties, features and characteristics of the services. Defects which only insignificantly reduce the value or suitability of the results of the services or the goods supplied shall be disregarded. An insignificant defect exists, in particular, where the fault can be rectified by the customer themselves quickly and with minimal effort.
- 12.2 The limitation period for defects in services provided under a contract for work and services commences upon acceptance and is 12 months. In the case of the purchase of goods, it commences upon delivery of the goods and is one (1) year. In all other respects, the warranty provisions under the German Civil Code (BGB) apply.

- 12.3 The Service Provider accepts no liability for disruptions to the Service Provider's services resulting from
- interference by the client or third parties with the Service Provider's technical equipment,
 - the Client's technical equipment or infrastructure,
 - the incorrect, improper or negligent use of the Service Provider's services,
 - failure to observe or comply with the instructions and provisions set out in the service description or other product information, or
 - industrial action, force majeure, war, civil unrest or other circumstances beyond the Service Provider's control, if these are not attributable to any fault on the part of the Service Provider.
- 12.4 Should defects arise, the Client shall report these in writing without delay in a comprehensible manner, providing the information necessary for the identification of the defects. If the Client fails to give notice of obvious defects within 14 calendar days of receipt of the goods or of the discovery of the defect, this shall be deemed to constitute unconditional acceptance. The Client shall assist the Service Provider, to the extent reasonably practicable, in rectifying the defects. The Service Provider must rectify defects within a reasonable time.
- 12.5 The Client shall notify the Service Provider in writing without delay of any disruption to the services used. The duty to notify shall include all the specific circumstances of the occurrence, the nature and the effects of any disruptions. The Client is obliged, to a reasonable extent, to cooperate in the analysis and rectification of the disruption.
- 12.6 The Service Provider shall primarily fulfil its warranty obligations through subsequent performance by, at its own discretion, rectifying defects that have been reported in a timely and proper manner within a reasonable period, or by re-producing the work or supplying a replacement. All expenses necessary for the purpose of subsequent performance shall be borne by the Service Provider, unless the objects of performance or the results of the work have been moved by the Client to a location other than the agreed place of delivery or place of performance, and subsequent performance is therefore only possible for the Service Provider at disproportionate cost.
- 12.7 In the event of defects, the Client may only assert the statutory rights to rescission, to carry out the work themselves, including reimbursement of the expenses incurred in doing so, to reduce the remuneration, to claim damages and/or reimbursement of expenses only after they have set the Service Provider a reasonable period of at least four weeks for subsequent performance in accordance with paragraph 12.7, stating that they will reject subsequent performance upon expiry of the period, and provided that subsequent performance has not taken place within the set period. Section 636 of the German Civil Code (BGB) or – in the case of the purchase and delivery of goods in pursuant to Section 440 of the German Civil Code (BGB) – this shall apply subject to the proviso that a failure of subsequent performance shall be deemed to have occurred at the earliest upon the third unsuccessful attempt at rectification pursuant to paragraph 12.7. Furthermore, claims for damages or reimbursement of expenses are only possible if the conditions set out in clause 13 ("Liability") are also met. In the event of "compensation in lieu of full performance", the Client must delete all software components provided to it, destroy or return all copies thereof and any other documentation provided to it, and confirm both in writing.
- 12.8 Claims for defects can no longer be asserted in respect of those services provided by the Service Provider which the Client has modified or otherwise interfered with, unless the Client proves that this was not the cause of the defect.
- 12.9 The Service Provider may demand remuneration for the work carried out where it has taken action in response to a report of defects, without there having been a defect or without the Client having duly demonstrated a defect in the Service Provider's service in accordance with clause 12.5.
- 12.10 Any further claims are excluded, unless the Service Provider is liable under the following clause.

13 Liability

- 13.1 The client may only claim damages in lieu of performance pursuant to Section 281 of the German Civil Code (BGB) or reimbursement of expenses pursuant to Section 284 of the German Civil Code (BGB) after having first set the Service Provider a reasonable deadline for performance or subsequent performance, stating that the client will reject the performance or subsequent performance upon expiry of the deadline, and provided that the performance or subsequent performance has not taken place within the set deadline.
- 13.2 Statutory liability for damages arising from a guaranteed quality of the contractually agreed services is not limited by these General Terms and Conditions, subject to the provisions of clause 13.1 above. In all other respects, the Service Provider shall be liable exclusively in accordance with clauses 13.3 to 13.12 below.
- 13.3 Subject to the following clause 13.7, the Service Provider shall be liable without limitation only for intentional and grossly negligent breaches of duty by the Service Provider, its legal representatives and senior executives, as well as for their culpable breaches of duty resulting in injury to life, limb or health. In the aforementioned cases, the Service Provider shall be liable for the fault of other vicarious agents only to the extent of the foreseeable damage typical of this type of contract.
- 13.4 Otherwise, the Service Provider shall be liable for slight negligence only if a breach of duty results in injury to life, limb or health – in such cases, the provision in clause 13.3 above shall apply – or, in terms of amount, limited to the damage typically foreseeable under the contract for the slightly negligent breach of essential obligations arising from the contractual relationship.
- 13.5 Liability for compensation for loss arising from delay is limited to 2 per cent of the remuneration for those services which cannot be used in accordance with the contract but shall not exceed 5 per cent of the remuneration agreed for the total service. This limitation shall not apply in cases of willful misconduct or gross negligence.
- 13.6 Except in cases of willful misconduct or gross negligence, the Service Provider's liability for loss of profit and other purely financial losses, as well as consequential damages arising from defects, is excluded.
- 13.7 The provisions of the Product Liability Act remain unaffected.
- 13.8 The above provisions apply to all claims for damages, regardless of their legal basis, including, in particular, liability arising from tort.
- 13.9 The Client must immediately notify the Service Provider in writing of any damage or loss, entitling them to claim damages. They are obliged to take appropriate measures to prevent and minimize damage. In particular, the client must protect data sets from destruction or loss by means of standard backup measures and must maintain appropriate, state-of-the-art security measures against external influences, in particular against malicious software or other phenomena that may endanger individual data or an entire data set. Liability for data loss is limited to the typical cost of recovery that would have been incurred had the above security measures been duly complied with.
- 13.10 The Service Provider shall make the technical systems and their services available within the limits of operational and technical feasibility. The Service Provider is the operator of the b4 web services and not of the public telecommunications networks to which the service platform is connected. There is no liability for damages arising from defective services provided by network operators. In particular, the Service Provider shall not be liable if a connection via a network operator has not been successfully established. Insofar as a network operator is liable to the Service Provider in accordance with the provisions of the Telecommunications Customer Protection Ordinance, the Service Provider shall assign to the Client the claims to which it is entitled against the network operator to the extent provided for end customers.
- 13.11 The Service Provider guarantees the availability of incoming and outgoing calls (e.g. for fax services) only within the limits of planned capacity and shall not be liable for, for example, loss of profit resulting from temporary line congestion at peak times. In cases of force majeure, neither contracting party shall be liable for any total or partial non-performance, delay or reduction in the performance of services or obligations under the contract.
- 13.12 When using the b4 Signature service, b4 provides the recipient with a document bearing a qualified electronic signature compliant with the German Signature Act (Signaturgesetz), in accordance with Section 14 of the German Value Added Tax Act (UStG), and ensures that the content of the data received from the sender for the purpose of signing is not altered by the Service Provider. b4 is not responsible either for the accuracy of the content of the message sent or for its acceptance by the relevant tax authorities. b4 is therefore not liable either for the consequences arising from the content or for the financial and legal consequences resulting from the conduct of the tax authorities.

14 Industrial Property Rights

- 14.1 The Service Provider remains the owner of all rights to the protectable deliverables provided to the client, such as software, including any associated material, even if the client modifies these deliverables or combines them with its own programs or those of a third party. In the event of such modifications or combinations, as well as when making copies, the client is obliged to include an appropriate copyright notice.
- 14.2 Unless expressly agreed otherwise, the Client shall acquire a non-exclusive and, subject to clause 14.3 below, non-transferable right of use in respect of software made available by the Service Provider. Where software from third-party companies is provided and identified as such

- (‘third-party software’), any restrictions on use arising from the manufacturer’s license terms accompanying such third-party software shall take precedence.
- 14.3 The Client may use the software made available to it by the Service Provider exclusively for the purposes specified in the contract. The Client may only transfer the rights of use to the software to third parties if it has first obtained the Service Provider’s written consent to do so, or if it waives its right to use the software and the third party undertakes, by written declaration to the Service Provider, to recognize the limits of the right of use in accordance with the contractual agreements.
- 14.4 All industrial property rights, copyright and other protectable rights shall remain with the contracting party in whose possession they were already at the time the contract was concluded, or which were developed in parallel.
- 15 Data Protection and Confidentiality**
- 15.1 The parties shall comply with all applicable data protection provisions, design their technical systems accordingly, and ensure that their employees act in accordance with these provisions.
- 15.2 Insofar as personal data is used in the provision of services, the Client shall ensure the lawfulness of the collection, processing and use of personal data. Insofar as the Client provides personal data, it warrants that the data has been lawfully collected and may be processed, used and transferred to the Service Provider for the intended purposes. The Service Provider shall collect, process and use personal data only to the extent necessary for the performance of the respective individual contract. The Service Provider is not obliged to verify the lawfulness of the processing. The Client shall indemnify the Service Provider against any claims by third parties arising from the unlawful collection, processing or use of personal data in accordance with the contract. The above indemnity shall also cover the costs of legal defense.
- 15.3 The parties shall treat as confidential all information relating to the other party’s business operations and the circumstances of its customers, and shall only disclose such information to third parties with the express prior written consent of the relevant authorized representative, unless and until the receiving party can demonstrate that it has obtained this information independently of the performance of this contract or that such information is available from publicly accessible sources. The parties shall only engage persons in the performance of this contract who have previously undertaken to maintain confidentiality in an appropriate manner. This confidentiality agreement shall remain in force for three years beyond the end of the contract.
- 15.4 The parties shall inform each other without delay of any identified or suspected breaches of data protection or information security and shall assist each other in rectifying such breaches.
- 15.5 The [Data Processing Agreement](#) available via the following link shall apply, provided that it is not objected to and is not replaced by an individual agreement.
- 16 Networking**
- 16.1 b4 assists the Client in identifying business partners registered in the TRAFFIQX® network (<https://www.traffiqx.net/de/>) by regularly cross-referencing the Client’s recipients/senders with the business partners registered in the TRAFFIQX® network.
- 16.2 Should this comparison reveal a match between one of the Client’s recipients/senders and an existing participant in the TRAFFIQX® network, a connection will be established with that participant, and the Client will be informed accordingly.
- 16.3 Should the relevant configuration result in a situation where the client incurs effort or costs that go beyond the scope of the current order, b4 will notify the client of this in writing and submit it for a commercial decision.
- 16.4 The client further agrees that b4 may inform the client’s recipients or senders who are not yet registered in the TRAFFIQX® network about the electronic receipt and dispatch options.
- 16.5 Upon placing an order, new clients shall initially provide b4 with a list of the relevant business partners (list of customers and/or suppliers) for the optimization of their connections within the TRAFFIQX® network; b4 shall commence the technical set-up upon receipt of the lists. For this purpose, b4 shall provide the client with a template (CSV file) containing the relevant criteria.
- 17 Public Relations**
- 17.1 Each party has the right to present the other party as a reference customer or contractual partner in the manner in which the other party presents itself in business dealings, in particular vis-à-vis third parties. This presentation usually extends to the mention of the party’s name in conjunction with its logo, on the website, in presentation slides, in advertising brochures and similar materials.
- 18 General Provisions**
- 18.1 In the event of a succession on the part of the Service Provider, the contracts concluded between the Service Provider and the Client shall automatically pass to the Service Provider’s legal successor.
- 18.2 The contract, together with the documents incorporated into it and these General Terms and Conditions, constitutes the entire agreement between the parties in respect of the subject matter of the contract and supersedes all previous written or oral agreements relating to the subject matter of the contract, with the exception of confidentiality agreements. There are no oral side agreements.
- 19 Final Provisions**
- 19.1 These General Terms and Conditions, as well as all contractual relationships between the parties, are governed by German law, with the exception of German private international law and the UN Convention on Contracts for the International Sale of Goods.
- 19.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with the contract shall be the competent courts in Kaiserslautern, although b4value.net GmbH reserves the right to choose another statutory place of jurisdiction.
- 19.3 The place of performance for all services is Kaiserslautern.