

General Terms and Conditions of fox-on Datenschutz GmbH

(as of 4th September 2025)

1. Scope

- 1.1. The following General Terms and Conditions apply exclusively to all contracts and services of fox-on Datenschutz GmbH (hereinafter referred to as fox-on), unless otherwise agreed individually, expressly and in writing.
- 1.2. The General Terms and Conditions shall also apply to all future deliveries, services or offers to the contractual partner, even if they are not agreed separately again.
- 1.3. Deviating terms and conditions of the contractual partner shall not become part of the contract unless fox-on expressly agrees to their validity.
- 1.4. The General Terms and Conditions in their current version, as published at <https://en.fox-on.com/GTC>, shall apply. They shall be deemed to have been approved if the contractual partner does not object in writing within four weeks of notification.
- 1.5. If individual provisions of these General Terms and Conditions are invalid, all other provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision. The same applies if there is a loophole in the contract or the General Terms and Conditions.

2. Conclusion of contract

- 2.1. Offers from fox-on remain valid for four weeks. Brochures and websites do not constitute offers. If an offer contains calculation or printing errors, fox-on reserves the right to correct them.
- 2.2. An offer to conclude a contract submitted by the contractual partner remains binding for one month after its receipt. Any statutory right of revocation or return remains unaffected.
- 2.3. A contract is only concluded upon confirmation by fox-on or upon commencement of performance by fox-on.

3. Prices and terms of payment

- 3.1. All prices quoted are net, plus the applicable statutory taxes.
- 3.2. Payments shall be made as agreed and without any deductions. Unless otherwise agreed, payments are due immediately after performance of the service.
- 3.3. If the contractual partner is in default of payment, statutory default interest shall be charged. fox-on reserves the right to claim higher damages for default. In the event of default, all previously incurred claims shall become due for payment immediately.
- 3.4. The contractual partner shall only be entitled to offset claims if their counterclaims have been recognised by fox-on, are legally binding or are undisputed.

4. Delivery and obligations to cooperate

- 4.1. The scope of fox-on's performance/delivery obligation is determined by the contract.
- 4.2. fox-on reserves the right to make changes based on further developments in the technology used, provided that these changes are insignificant and reasonable for the contractual partner. These changes shall have no influence on the contractually agreed remuneration.
- 4.3. fox-on shall ensure that delivery and service deadlines agreed in writing are met. In the event of delays due to circumstances beyond fox-on's control, the deadline shall be extended by the period during which the circumstances persist. If the hindering circumstances still persist three months after the deadline has expired, either party may withdraw from the contract by giving written notice. Further claims due to the exceeding of a deadline through no fault of fox-on are excluded in this case. No. 7 applies.
- 4.4. Compliance with fox-on's delivery and service obligations requires the timely and proper fulfilment of the contractual partner's obligations to cooperate, insofar as this is necessary.

- 4.5. Insofar as the acceptance of partial services or deliveries is reasonable for the contractual partner, these may be carried out and invoiced as necessary. These do not prevent the occurrence of default, unless they are only insignificant partial services or deliveries.
- 4.6. If, after conclusion of the contract, fox-on becomes aware of facts that give rise to concerns about the creditworthiness of the contractual partner or its economic circumstances, fox-on shall be entitled to a right of retention of performance and delivery until the contractual partner has settled outstanding claims. After the fruitless expiry of a reasonable payment period set by fox-on, fox-on may withdraw from the contract. This does not exclude the assertion of further default and other damages.

5. Acceptance

If a service or partial service provided by fox-on Datenschutz GmbH is to be accepted by the contractual partner, acceptance shall be deemed to have taken place at the latest when the service has been available to the contractual partner for two weeks in accordance with the contract, unless the contractual partner objects to acceptance in advance or requests an acceptance date.

6. Warranty

- 6.1. Any defects must be reported in writing at least. Unless it is a continuing obligation and the defect is obvious, the defect must be reported within one week of receipt of the service or, in the case of a hidden defect, one week after its discovery. Otherwise, the service shall be deemed to be in accordance with the contract. The deadline does not apply in the event of fraudulent concealment of the defect or if fox-on is guilty of intent or gross negligence with regard to a defect.
- 6.2. A guarantee shall only exist if it has been expressly agreed in writing as such.
- 6.3. The warranty period is one year from the transfer of risk or acceptance. No warranty is provided by fox-on for used items.
- 6.4. fox-on generally provides warranty by means of subsequent performance. The contractual partner may only demand rescission of the contract or a reduction in remuneration if subsequent performance fails twice. Further claims for compensation due to defective delivery or performance are excluded.

7. Liability

- 7.1. Unless otherwise specified in these terms and conditions or individual agreements, fox-on shall be liable exclusively in accordance with the following provisions, regardless of the legal nature of the claim for damages and reimbursement of futile expenses.
- 7.2. fox-on shall be liable for damage caused intentionally or through gross negligence in accordance with the statutory provisions. Liability for simple negligence is excluded, unless it involves a breach of a material contractual obligation. Insofar as fox-on is required to pay damages, such payment shall be limited to compensation for the damage typically incurred. Indirect damage and consequential damage resulting from defects in the delivery item shall only be eligible for compensation if such damage is typically to be expected when the delivery item is used for its intended purpose.
- 7.3. Liability for injury to life, limb or health, for the assumption of a guarantee or for a fraudulently concealed defect, as well as under the Produkthaftungsgesetz (Product Liability Act), remains unaffected.
- 7.4. Liability for damage due to force majeure is excluded. Liability for computer viruses and malware is also excluded, unless fox-on has failed to exercise the customary care in checking them before transferring them to the contractual partner.
- 7.5. In the event of damage, any contributory negligence on the part of the contractual partner shall be taken into account. This is particularly the case if the contractual partner has provided insufficient information or if the contractual partner has failed to implement IT security measures that are customary in the industry and generally accepted.

- 7.6. Insofar as fox-on's liability is excluded or limited, this exclusion also applies to the personal liability of its organs, legal representatives, employees and other vicarious agents.
- 7.7. Claims that are not based on an intentional act shall become time-barred six months after the start of the statutory limitation period.

8. Online services

- 8.1. If the contractual partner has access to access-protected online services (e.g. customer area, foxondo, online data protection training), they must keep the access data secret and may not pass it on to third parties. fox-on is entitled to block access in the event of misuse. The contractual partner is liable for any misuse for which they are responsible.
- 8.2. The contractual partner receives the simple, non-exclusive, non-transferable right to use the content in accordance with the contractual agreement, limited to the duration of the usage contract. Any reproduction or use of content that is not in accordance with the contract is not permitted.
- 8.3. fox-on creates and maintains the content in online services with the customary care. The completeness, accuracy and timeliness of the content cannot be guaranteed.
- 8.4. The materials, texts, illustrations and photos provided in online services are subject to copyright.
- 8.5. The contractual partner is responsible for ensuring that the technical requirements for access to online services are created and maintained in its area.

9. Provision of other materials

- 9.1. Other materials provided by fox-on to the contractual partner within the scope of the contract (in particular documents such as practice guidelines or templates for contracts or other documents) are created by fox-on with the customary care. The completeness, accuracy and timeliness of the content are not guaranteed.
- 9.2. The contractual partner shall be responsible for making any changes and adjustments to the materials provided.
- 9.3. The contracting party may use the materials provided for an unlimited period of time exclusively for its own purposes. Transfer to third parties, even within a group of companies or group of affiliated companies, whether for a fee or free of charge, is not permitted unless fox-on has given its prior consent in writing.

10. Data protection

fox-on treats confidential and/or personal data of the contractual partner as confidential. fox-on guarantees compliance with the statutory data protection regulations.

11. Place of jurisdiction, other

- 11.1. The place of jurisdiction is the registered office of fox-on Datenschutz GmbH.
- 11.2. German law shall apply exclusively, excluding the laws on the international purchase of movable goods, even if the contractual partner has its registered office abroad.