

General Terms and Conditions (GTC)

Bajorat Media

Effective date: 1 January 2023

IMPORTANT LEGAL NOTICE

This English-language document was automatically generated by machine translation and is provided solely as a convenience translation. It is not an independently reviewed or legally binding translation. In the event of any discrepancy, ambiguity or inconsistency, the German-language original version shall exclusively govern and is the sole legally binding version.

Legally binding German original:

<https://www.bajorat-media.com/Allgemeine-Geschaeftsbedingungen-AGB.pdf>

1. General Provisions

1.1 Scope

These General Terms and Conditions apply, in the version valid at the time the contract is concluded, to all business relationships between us, Bajorat Media, Mr. Pascal Bajorat, Tündel 20, 32791 Lage, and you. Any conflicting General Terms and Conditions used by you are hereby expressly rejected.

1.2 Contractual Agreement

The contract language is German.

1.3 Formation of the Contract

Contracts are concluded individually by offer and acceptance. Unless otherwise agreed, the usual procedure is that you submit an inquiry to us and receive a binding offer from us, which you may then accept within two weeks. The contract is formed upon acceptance. We do not separately store the contract text; instead, the content of the contract is determined individually by the agreement reached in each case.

1.4 Subsequent Amendment of the Terms and Conditions

We are entitled to subsequently adapt and supplement the General Terms and Conditions in existing business relationships where changes in legislation or case law require this, or where other circumstances result in more than an immaterial disruption of the contractual equivalence relationship. A subsequent amendment to the Terms and Conditions becomes effective if you do not object within six weeks after notification of the change. At the beginning of the period, we will expressly inform you of the effect of your silence as acceptance of the contractual amendment and give you the opportunity to make an express declaration during that period. If you object in due time, both we and you may terminate the contractual relationship extraordinarily unless we elect to continue the contractual relationship under the previous General Terms and Conditions.

2. Description and Delivery of Services

2.1 General

We offer a broad range of services in web design, programming, social media and hosting. Upon request, you may also purchase our software. The exact scope of services is agreed with you individually.

2.2 Performance of Services

We are entitled to have the contract, or parts of the contract, performed by third parties. Where you wish to include third-party services in your order yourself, for example services from domain and hosting providers, or providers of other services involving ongoing costs, you must procure those services in your own name.

2.3 Partial Deliveries

We are entitled to make partial deliveries where this is reasonable for you. However, no additional shipping costs will be charged to you in the event of partial deliveries.

2.4 Delays in Delivery and Performance; Withdrawal

Delays in delivery and performance due to force majeure and extraordinary and unforeseeable events that cannot be prevented by us even with the utmost care and for which we are not responsible, including in particular strikes, governmental or court orders, and incorrect or improper self-supply despite a corresponding covering transaction, entitle us to postpone delivery for the duration of the impediment.

If services are unavailable for the reasons stated above, we may withdraw from the contract. In this event, we undertake to inform you without undue delay of the unavailability and to reimburse without undue delay any consideration already provided.

If the delay in performance is attributable to you, we reserve the right to recalculate our services and the related prices and to adjust them accordingly. If you do not agree to this adjustment, you may withdraw from the contract in accordance with Section 2.6.

2.5 Requests for Changes and Extensions

Unless otherwise agreed or booked, requests for changes and extensions will be implemented only where they are necessary to achieve the purpose of the contract. At your express request, however, requests for changes and extensions may be implemented under a separate engagement by us. They must then be remunerated separately. The review of the feasibility of requests for changes and extensions is also subject to remuneration.

2.6 Premature Termination

If you wish to terminate your order prematurely, we reserve the right to invoice you for services already performed and futile expenses, but at least 30% of the order value. There is no entitlement to completion of our work. You retain the right to prove that we have incurred no damage or lower damage.

2.7 Exclusion of Delivery

No deliveries are made to P.O. box addresses.

2.8 Default of Acceptance

If you are in default of accepting the ordered goods, we are entitled, after setting a reasonable grace period, to withdraw from the contract and claim damages for default or non-performance. During the default of acceptance, you bear the risk of accidental loss or accidental deterioration.

2.9 Time for Performance

Where your cooperation is required or agreed for our performance, the time for performance is extended by the period during which you have not fulfilled that obligation. If you request changes or additions after scheduling, the agreed time limits or dates can no longer be met.

Unless expressly agreed otherwise, we will begin performing our services within 14 days after the contract is concluded.

2.10 Delivery, Handover and Archiving of Data

You have no right to receive source files or layout files for works or services created for you. If you nevertheless wish to receive a source file or layout file, this must be agreed with us separately and remunerated separately.

We also decide which application software is used to create the interim or final data. Delivery of development and interim data is not owed. We destroy or archive order data after the contract has been

performed. We have no obligation to retain such data.

2.11 Interim Acceptances

We reserve the right to carry out interim acceptances and to make further performance of our services conditional upon your approval. This includes in particular the acceptance of concept drafts for graphics and programming proposals. We will then continue to perform our services on that basis. For test runs or acceptance tests, where you cannot review them yourself, you must provide authorized employees. If we provide you with drafts and/or test versions for review as to correctness and completeness within a stated reasonable period, the drafts and/or test versions are deemed approved upon expiry of that period if we do not receive a request for corrections.

Rejected drafts remain our property and no right of use is transferred. You may therefore not use them unless we have made a different agreement.

2.12 IT Infrastructure

You are responsible for establishing and maintaining the IT infrastructure relevant to your project. In particular, you are responsible for publishing and ensuring the availability of your website or social media page, as well as for a functioning Internet connection.

3. Payment

3.1 Prices

All prices are exclusive of VAT for businesses and inclusive of VAT for consumers. In addition, the separately stated costs for packaging and shipping apply unless collection by you at our place of business has been agreed. Unless agreed otherwise, invoices are due immediately and payable without deduction. We reserve the right to calculate third-party services individually and not to state procurement prices separately. Please also note that we charge certain services according to the time spent. You can find our hourly rate in the offer. The form of invoicing is also at our discretion, for example by email or by post. For our fixed-term contracts, we issue invoices monthly.

3.2 Advance Payments and/or Partial Invoices

We reserve the right to request advance payment and/or partial invoices for extensive work. This applies in particular where we use third parties to perform the contract.

3.3 Default of Payment

You are in default of payment if payment, regardless of whether a total price or installment payment has been agreed, is not received by us within two weeks of receipt of the invoice. In the event of default of payment, interest is charged at 5 percentage points above the base interest rate of the European Central Bank, or 9 percentage points above the base interest rate of the European Central Bank for legal transactions in which a consumer is not involved. In the event of default of payment, we reserve the right to charge reminder fees of EUR 2.50. The assertion of further damages remains unaffected. You retain the right to prove that we have incurred no damage or lower damage.

In the event of default of payment, we reserve the right to suspend our work until you have fulfilled your payment obligation. We will invoice you for the additional costs incurred as a result.

In addition, in the event of default of payment, we may declare all further payment obligations you owe to us immediately due and, in the case of installment payments, also declare the total price immediately due.

3.4 Collecting Societies and the Artists' Social Security Fund

You must obtain in advance the required approvals and rights and pay any fees, for example to GEMA, that concern your project. When a natural person is commissioned in the artistic, conceptual or advertising-consulting field, an artists' social security contribution must also be paid by you to the Artists' Social Security Fund (Künstlersozialkasse); this contribution may not be offset against our remuneration. You are also responsible for compliance with the registration and payment obligations. We will inform you in advance if any of our services is affected by such additional remuneration. If we have to make an advance payment for you in this respect, you must reimburse us for the respective amount upon presentation of evidence.

3.5 Right of Retention

You may assert a right of retention only for counterclaims that are due and arise from the same legal relationship as your obligation.

3.6 Cost Estimates

Where we provide cost estimates, they are non-binding. If it is foreseeable that the actual costs will exceed the prices stated by us in text form by more than 15%, we will inform you of the higher costs. The cost overrun is deemed approved by you if you do not object in text form within three working days after this notice. Alternatively, you may suggest a less expensive alternative. If the cost overrun is up to 15%, no separate consultation is required.

3.7 Term and Termination

Our fixed-term contracts may each be terminated in text form, without stating reasons, with 14 days' notice to the end of the relevant contract term. If termination is not given in time, the contract automatically renews for the respective initial term, but for no more than one year at a time.

If the contract is concluded for an indefinite term, it may be terminated with 3 months' notice to the end of the relevant calendar month.

The right to extraordinary termination for good cause and any applicable right of withdrawal remain unaffected.

4. Withdrawal Notice for Consumers in Distance Contracts

4.1 Withdrawal Notice for Downloads

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which the contract is concluded.

To exercise your right of withdrawal, you must inform us (Bajorat Media, Mr. Pascal Bajorat, Tündel 20, 32791 Lage, Germany, telephone: +49 (0)30 / 3472 7905, email: info@bajorat-media.com) of your decision to withdraw from this contract by a clear declaration, for example a letter sent by post or an email. You may use the attached model withdrawal form for this purpose, but you are not required to do so.

To comply with the withdrawal period, it is sufficient for you to send the notice of exercise of the right of withdrawal before the withdrawal period expires.

Effects of Withdrawal

If you withdraw from this contract, we must reimburse you for all payments received from you, including delivery costs, with the exception of additional costs resulting from your choice of a type of delivery other than the least expensive standard delivery offered by us, without undue delay and no later than fourteen days from the day on which we receive notice of your withdrawal from this contract. For this reimbursement, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; in no event will you be charged fees for this reimbursement.

End of the withdrawal notice.

Special Information on the Early Expiry of the Right of Withdrawal

In a contract for the supply of digital content not supplied on a tangible medium, for example downloads, your right of withdrawal expires prematurely if the trader has begun performance of the contract after you have expressly consented to the trader beginning performance before the withdrawal period expires and you have acknowledged that, by giving your consent, you lose your right of withdrawal when performance of the contract begins.

4.2 Withdrawal Notice for Services

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which the contract is concluded.

To exercise your right of withdrawal, you must inform us (Bajorat Media, Mr. Pascal Bajorat, Tündel 20, 32791 Lage, Germany, telephone: +49 (0)30 / 3472 7905, email: info@bajorat-media.com) of your decision to withdraw from this contract by a clear declaration, for example a letter sent by post or an email. You may use the attached model withdrawal form for this purpose, but you are not required to do so.

To comply with the withdrawal period, it is sufficient for you to send the notice of exercise of the right of withdrawal before the withdrawal period expires.

Effects of Withdrawal

If you withdraw from this contract, we must reimburse you for all payments received from you, including delivery costs, with the exception of additional costs resulting from your choice of a type of delivery other than the least expensive standard delivery offered by us, without undue delay and no later than fourteen days from the day on which we receive notice of your withdrawal from this contract. For this reimbursement, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; in no event will you be charged fees for this reimbursement.

If you requested that the services begin during the withdrawal period, you must pay us an appropriate amount corresponding to the proportion of the services already performed up to the time at which you inform us of the exercise of the right of withdrawal with respect to this contract, compared with the total scope of services provided for in the contract.

End of the withdrawal notice.

Special Information on the Early Expiry of the Right of Withdrawal

Your right of withdrawal expires prematurely if we have performed the service in full and began performing the service only after you gave your express consent and, at the same time, confirmed your knowledge that you lose your right of withdrawal upon our complete performance of the contract.

5. Your Responsibility

5.1 General

You are solely responsible for the content and accuracy of the data, contributions and information transmitted by you, in particular images and videos. Their content must not violate applicable laws or these General Terms and Conditions. You also undertake not to transmit data whose content infringes third-party rights, for example personality rights, name rights, trademark rights or copyrights. In particular, contributions with criminal content may not be published and false facts may not be asserted.

5.2 Indemnification

You shall indemnify us against all claims asserted against us by third parties on account of such infringements. This also includes reimbursement of the costs of necessary legal representation.

5.3 Data Backup

You are jointly responsible for safeguarding the information transmitted. We cannot be held responsible for the loss of information transmitted by you, as we do not provide a general data backup guarantee.

5.4 Form and Handling of Data

Unless agreed otherwise, you must provide us, free of charge and in digital form, with the information, contributions or data necessary for your order. If you wish to have these documents returned, you must inform us in advance. If you do not do so, we reserve the right to destroy or delete them or archive them for our database.

5.5 Review

If we have doubts as to the lawfulness of the requested project, we may, after consulting you, have it reviewed by a qualified third party, whose costs you must remunerate separately.

5.6 Obligation to Cooperate

You are obliged to provide the cooperation necessary for the contract so that we can perform the contractual service. In particular, you must inform us comprehensively about your projects and websites/social media pages so that we can take promising measures. You acknowledge the need to cooperate in your commissioned work by providing us, as promptly as possible and free of charge, with the data, files and other materials required to fulfill the order, such as texts, images, illustrations, printed products including brochures and flyers, or other media. During the period in which the order is processed, the obligation to cooperate may also include assigning us access rights to existing social media, hosting and domain accounts. Your cooperation in the planned project does not affect the agreed remuneration. In particular, you do not acquire joint authorship in the relevant work.

5.7 Confidentiality

You are obliged to keep confidential all business and trade secrets and information designated as confidential that we communicate to you or that becomes known to you during performance of the contract. The confidentiality obligation also applies after the order has ended.

We are likewise obliged to do so unless the order requires disclosure to third parties. For example, we are expressly permitted to process, or have third parties process, personal data entrusted to us in the course of performing services. In legal disputes, we are entitled, in order to safeguard our interests, to disclose your internal information even without prior release from the confidentiality obligation. Confidentiality does not apply to information that is generally accessible, is published by the other contracting party itself or becomes known from a third party.

5.8 Legal Advice and Review

We point out that legal advice and legal review are not part of our services and that you must engage a specialist for this purpose. In particular, with regard to legally required information for websites and company profiles, such as the legal notice and privacy policy, you must obtain comprehensive information and provide or enter the necessary documents yourself.

5.9 Industry-Specific Knowledge

We also point out that we have no industry-specific knowledge about your project or company and that you should inform us in advance of all matters relevant to you. We do not conduct surveys, studies or market research into user behavior for your planned project, website or social media profile.

However, we always perform our services to the best of our knowledge and belief and use publicly available market research materials and information. A particular advertising success is not owed.

5.10 Undertaking

You undertake that you do not intend to pursue activities contrary to law or public morals with the services or works to be provided by us.

5.11 Abusive Content

Abusive content will be deleted by us without prior notice or will not be incorporated into our work. Such content includes, for example, the following cases:

- content depicting injurious, obscene, threatening, insulting or otherwise third-party-rights-infringing material;
- content glorifying violence, pornographic or otherwise offensive or criminal content;
- sending spam;
- sending or storing viruses, worms, Trojans and harmful computer code, files, scripts, agents or programs;
- uploading programs capable of disrupting, impairing or preventing our operations; and
- attempting to obtain unauthorized access to our service or individual modules, systems or applications, or granting such access to third parties.

In the event of repeated violations, we reserve the right to terminate the contractual relationship with you or withdraw from the contract. Payments already made cannot be refunded in this case. You must compensate us for the damage incurred up to that point and our futile expenses. The right to

extraordinary termination remains unaffected.

6. Retention of Title

6.1 General

If you are an entrepreneur, the goods, works and materials delivered by us remain our property until all present and future claims arising from the business relationship have been fully satisfied. With respect to consumers, only the product delivered under the specific contract remains our property until the purchase price has been paid in full. You must always handle items subject to retention of title with care. You assign to us any claim or compensation that you receive for damage to, destruction of or loss of these items. Unless otherwise agreed below, you are not entitled to sell, give away, pledge or transfer by way of security items delivered to you subject to retention of title.

6.2 Attachment and Other Impairments

If an item subject to retention of title is attached or otherwise impaired by third parties, you must notify us without undue delay so that an action may be brought pursuant to Section 771 of the German Code of Civil Procedure (ZPO). To the extent that the third party is unable to reimburse the judicial and extrajudicial costs of an action pursuant to Section 771 ZPO, you are liable for the shortfall incurred by us.

6.3 Resale

If you are an entrepreneur, you are entitled to resell reserved goods in the ordinary course of business. You assign to us, already now, the claims of your purchaser arising from the resale of the reserved goods in the amount of the agreed final invoice amount, including VAT. This assignment applies irrespective of whether the purchased item has been resold without processing or after processing. You remain authorized to collect the claim even after assignment. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as you meet your payment obligations out of the proceeds received, are not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended.

6.4 Alteration, Processing and Transformation

If you are an entrepreneur, any processing, alteration or transformation of the purchased item by you is always carried out in our name and on our behalf. In this case, your contingent right in the purchased item continues in the transformed item. If the purchased item is processed with other items not belonging to us, we acquire co-ownership in the new item in the ratio of the objective value of the purchased item to the other processed items at the time of processing. The same applies in the event of mixing. If the mixing occurs in such a way that your item is to be regarded as the principal item, it is agreed that you transfer proportional co-ownership to us and hold the sole ownership or co-ownership created in this way in custody for us. To secure claims against you, you also assign to us the claims arising to you against a third party from the connection of the reserved goods with real property; we accept this assignment already now.

6.5 Repossession

In the event of conduct by you contrary to the contract, in particular default of payment, and also in the event of an application to open insolvency proceedings over your assets, we are entitled to repossess the item. In this case, repossession of the item does not constitute withdrawal from the contract unless we expressly declare this in text form.

6.6 Release of Securities

If the value of the securities exceeds the value of the secured claims by more than 15%, we are obliged, at your request, to release securities.

7. Copyright and Rights of Use

7.1 Rights of Use and Scope of Use

We hold the copyright and/or exclusive rights of use and/or property rights in the works we create, including concepts and drafts. By purchasing the services or works performed by us and paying the agreed price in full, you acquire only the rights of use in the service product or work for the agreed purpose; you do not acquire ownership rights or copyrights in it.

Without our express consent, you are not entitled to transfer the rights of use granted by us to third parties, whether for consideration or free of charge, or otherwise pass them on to them. The transfer of additional rights of use may be agreed with us separately and is subject to separate remuneration. It is likewise prohibited to modify or edit the works without express authorization.

7.2 Backup Copies

You are entitled to make and retain backup copies, solely for your own needs, of works created by us on your behalf.

7.3 Attribution of Authorship

Where we have placed a copyright notice or attribution on our works, you may not remove or alter it without our consent.

7.4 Damages

We reserve the right to assert damages for every breach of the contractual license terms, in particular in the event of copyright infringement.

7.5 Your Templates and Third-Party Material

If we use your templates or data for processing, you must ensure that they are not encumbered by third-party rights or that you hold the necessary rights of use. If a licensor asserts claims against us because third-party licensed material was not used properly, you are responsible for compensating us for the resulting damage.

8. Right to Use as a Reference

We reserve the right to refer to ourselves on the services and works offered by us or to name you as a reference. We also reserve the right to use services performed, such as drafts, even if they are based on your templates, for presentation purposes, in particular to include them in a reference list for advertising purposes and to set corresponding links. You have the right to object to this.

9. Warranty for Contracts for Work and Services

9.1 Warranty Claims

Statutory warranty rights apply. If the work is defective and you request subsequent performance, we may, at our option, remedy the defect or create a new work. If defects have not been remedied after at least two attempts at rectification, you are entitled to withdraw from the contract or reduce the remuneration.

9.2 Rights in the Event of an Insignificant Defect

In the event of a merely insignificant defect, you are entitled only to an appropriate reduction of the agreed remuneration for the work, to the exclusion of the right of withdrawal.

9.3 Damages for Defects

No warranty is provided for damage attributable to improper handling or use. Express reference is made to the exclusion of liability below.

9.4 Transfer of Risk

In the context of warranty processing, the risk of accidental loss or deterioration of the work passes to you only upon acceptance of the work.

9.5 Notice

If you notice that the outer packaging arrives damaged or discover damage after receiving the goods, we ask you to notify us. However, there is no obligation to give such notice, and a consumer's warranty rights are not affected by a failure to give notice.

9.6 Limitation Period

Warranty claims become time-barred within one year after the transfer of risk, unless the subject is the construction of a building or a work whose result consists in providing planning or supervision services for such construction. In these cases, the limitation period is five years. The shortening of the limitation period expressly does not exclude liability for damage resulting from injury to life, body or health, or in cases of intent or gross negligence. The provisions of the German Product Liability Act also remain unaffected.

10. Social Media Channels

We expressly point out that providers of "social media channels", for example Facebook, reserve the right in their terms of use to remove or reject advertisements and presences for any reason. They are therefore not obliged to forward information and content to their users or make them accessible to them. Advertisements and presences may therefore be removed without reason. While these providers grant the right to respond in the event of a complaint, the content or information is nevertheless removed. Restoring the lawful and original state may therefore take some time. In our work, we always take account of and comply with the terms of use of these providers. However, we have no influence on how these terms are drafted, and they may also change continuously. We always perform our work to the best of our knowledge and belief. However, because every user can assert infringements and arrange for content and information to be deleted, we cannot ensure that they are available or retrievable at all times.

11. Liability

11.1 Exclusion of Liability

We, as well as our legal representatives and agents, are liable only for intent or gross negligence. Where material contractual obligations are affected, namely obligations whose observance is of particular importance for achieving the purpose of the contract, we are also liable for ordinary negligence. In that case, liability is limited to foreseeable damage typical for the contract. In relation to entrepreneurs, in the event of a grossly negligent breach of non-material contractual obligations, we are liable only up to the foreseeable damage typical for the contract.

11.2 Reservation of Liability

The exclusion of liability above does not affect liability for damage resulting from injury to life, body or health. The provisions of the German Product Liability Act also remain unaffected by this exclusion of liability.

11.3 Data Backup

In the course of performing our services, we carry out effective data backups, but do not provide a general data backup guarantee for the data you transmit. You are also responsible for creating appropriate backups of your data at regular intervals and thereby preventing loss of data. We exercise reasonable care in performing the agreed service and will perform data backup with the required expertise. However, we do not guarantee that stored content or data to which you have access will not be accidentally damaged or corrupted, lost or partly removed.

11.4 Liability for Content

We are not liable for incorrect information or content in your contributions or files. The content transmitted to us is not reviewed, in particular with regard to the infringement of third-party rights or the accuracy of factual or advertising claims. However, if we become aware of incorrect, inaccurate, misleading or unlawful content, we will review it without undue delay and, if necessary, remove it. We also give no warranty as to the accuracy, currency, completeness, quality or lawfulness of content not created entirely by us. We merely incorporate your content, contributions and data.

11.5 Engagement of Third Parties

We are not liable for orders involving third parties that are placed in your name and for your account. In this case, we act only as an intermediary. The contractual relationship is formed between you and the third party.

12. Data Protection

12.1 General

Personal data collected and processed by us in the course of concluding and performing the contract are used exclusively for establishing, defining the content of, performing or settling the contractual relationship (Article 6(1)(b) GDPR). They are generally not passed on to third parties. Only for the performance of the contract are data passed on to the shipping company commissioned with delivery, insofar as this is required to deliver ordered goods. For payment processing, the payment data required for this purpose are passed on to the credit institution commissioned with payment and, where applicable, the commissioned and selected payment service provider. Personal data are therefore used only to the extent necessary, where we are obliged to do so by law or court order, or where necessary to lawfully prevent misuse contrary to these General Terms and Conditions.

12.2 Storage

After the purpose for which the data were collected has ended, we store your personal data only for as long as this is required under statutory provisions, in particular tax law.

12.3 Your Rights in Relation to Your Data

12.3.1 Right of Access

You may request information from us as to whether we process personal data relating to you and, where that is the case, you have a right of access to those personal data and to the additional information referred to in Article 15 GDPR.

12.3.2 Right to Rectification

You have the right to rectification of inaccurate personal data concerning you and may request, in accordance with Article 16 GDPR, that incomplete personal data be completed.

12.3.3 Right to Erasure

You have the right to request that we erase personal data concerning you without undue delay. We are obliged to erase them without undue delay, in particular if one of the following grounds applies:

- your personal data are no longer necessary for the purposes for which they were collected or otherwise processed;
- you withdraw your consent on which the processing of your data was based and there is no other legal basis for processing; or
- your data have been processed unlawfully.

The right to erasure does not exist where your personal data are necessary for the establishment, exercise or defense of our legal claims.

12.3.4 Right to Restriction of Processing

You have the right to request that we restrict processing of your personal data if:

- you contest the accuracy of the data and we are therefore verifying their accuracy;
- the processing is unlawful and you oppose erasure and request restriction of use instead;
- we no longer need the data, but you require them for the establishment, exercise or defense of legal claims; or
- you have objected to processing of your data and it has not yet been determined whether our legitimate grounds override your grounds.

12.3.5 Right to Data Portability

You have the right to receive the personal data concerning you that you have provided to us in a structured, commonly used and machine-readable format, and you have the right to transmit those data to another controller without hindrance from us, where processing is based on consent or a contract and the processing is carried out by us using automated procedures.

12.3.6 Right to Withdraw Consent

Where processing of your personal data is based on consent, you have the right to withdraw that consent at any time.

12.3.7 General Information and Right to Lodge a Complaint

Exercise of the rights above is generally free of charge for you. You have the right to contact the data protection supervisory authority responsible for us directly with complaints.

12.4 Controller / Data Protection Contact

For matters concerning data protection, you may contact us using the following contact details. Controller within the meaning of the GDPR:

Bajorat Media

Mr. Pascal Bajorat

Tündel 20

32791 Lage

Email: info@bajorat-media.com

Telephone: +49 (0)30 / 3472 7905

13. Final Provisions

13.1 Place of Jurisdiction

Our place of business is agreed as the exclusive place of jurisdiction for all legal disputes arising from this contract if you are a merchant, legal entity under public law or special fund under public law, or if you have no place of jurisdiction in the Federal Republic of Germany.

13.2 Choice of Law

Unless mandatory statutory provisions of your home law provide otherwise, German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

13.3 Consumer Dispute Resolution Procedure

The EU Commission has created an Internet platform for the online settlement of disputes concerning contractual obligations arising from online contracts, the ODR platform. You can access the ODR platform at the following link: <http://ec.europa.eu/consumers/odr/>. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

13.4 Severability Clause

The invalidity of individual provisions does not affect the validity of the remaining General Terms and Conditions.