

General Terms and Conditions of Contract for the use of Airtime Pro (SaaS) ("GTC")

of Sourcefabric GmbH, Prinzessinnenstrasse 20, 10969 Berlin, Germany
Registered at Charlottenburg Local Court, Commercial Register no. HRB 149568B
Directors: Sava Tatić, Fabienne Riener
(hereinafter: "**we**")

1. Scope of Application

The following terms and conditions of use shall apply to the use of our "Airtime Pro" service, a cloud-based service for the production and broadcast of internet radio programmes, and all services offered and rendered by us in relation thereto. These services shall also include the granting of rights of use and the provision of storage space for your data that you upload onto our computer systems in the course of using Airtime Pro as intended, or that is generated as a result of your use of Airtime Pro (hereinafter: "**Application Data**"). Further information about Airtime Pro can be found on our websites, especially on <http://www.airtime.pro>.

Additional services, including but not limited to consultancy, implementation of Airtime, bespoke development and white-label integrations into other systems are not covered by these GTC. If you are interested in extending your relationship with us, please contact us via contact@sourcefabric.org.

2. Conclusion of a Contract, User Account

- 2.1 By clicking on the button marked "Sign Up" or a similarly marked button, you make a legally binding offer to conclude the contract concerned. We shall accept this offer by sending a confirmation email. However, we shall not be under any obligation to accept the user's offer.
- 2.2 To use Airtime Pro, you shall need a user account and an accompanying password. When you register for ordering Airtime Pro, you shall set a username and password (insofar as available) yourself and provide your name and your contact details (home address, email address, telephone number). You shall always keep your contact details up-to-date.
- 2.3 This account enables you to view all purchases, invoices and other relevant information. By establishing an account with us, you grant permission for Sourcefabric to contact you at your e-mail address. To stop receiving our emails, send an e-mail to us at contact@sourcefabric.org or follow the opt-out procedures set forth in such marketing emails. Please note that we will still need to communicate with you via email regarding your transactions and other account related issues, and that these emails are not marketing emails and are not eliminated through the foregoing opt-out procedures.
- 2.4 When signing-up, you can also opt-in to receive our newsletter. If you decide not to receive newsletters from the beginning, but later change your mind, you can always sign up later.
- 2.5 You are solely responsible for maintaining the confidentiality and security of your username and password, and you will remain responsible for all use of your username and password, and all activity emanating from your account, whether or not such activity was authorized by you.
- 2.6 If your username or password is lost or stolen, or if you believe that your account has been accessed by unauthorized third parties, you are advised to notify us in writing, and should change your password at the earliest possible opportunity.

- 2.7 Some Airtime Pro packages come with a free trial month. At the end of this month, an invoice will be issued. Settlement of the invoice automatically turns the contract into a monthly recurring and payable agreement (see item 4.1). Non-settlement of the invoice after 5 days automatically causes account suspension. Non-settlement after 14 days causes account termination and all your data will be deleted.

3. Provision of Airtime Pro and Essential Storage Space

- 3.1 We shall keep available on our computer systems, which may also include third-party computer systems, the respective latest version of Airtime Pro for your use. You shall not receive a copy of the Airtime Pro software yourself (see Item 8.2 however), but you shall be able to control the software via your browser and use the processing results. Additionally, we shall also make storage space available to you within Airtime Pro.
- 3.2 The number of persons (e.g. your employees) authorised to use Airtime Pro absolutely and/or simultaneously, the size of the available storage space, the type of usable domain shall depend upon the package acquired by you (e.g. "Hobbyist", "Starter", "Plus" or "Premium"). The details relating to each package shall ensue from the *Airtime Pro Product Overview*, insofar as existent, and the product details on our website.
- 3.3 We shall back up your Application Data at least once every calendar day, and shall at all times store the backups made in the preceding seven days.
- 3.4 NOT USED
- 3.5 For the Airtime Pro service, the router output of our computer centre shall be the **hand-over point** (in respect of the software made available for use, as well as in respect of the Application Data).
- 3.6 The system requirements that your computer systems must meet to ensure trouble-free use of Airtime Pro shall ensue from the product specifications on our website and, insofar as existent, the *Airtime Pro Product Overview*. We shall not be responsible for the hardware and software on your side or for the telecommunication connection between you and us up to the hand-over point (Item 3.5).
- 3.7 We shall offer an availability rate of 99% per annum in respect of Airtime Pro. Availability is defined as the technical usability of Airtime Pro (software and Application Data) at the hand-over point (Item 3.5) for your use. The technical usability following maintenance measures during the following time limits shall not fall under the definition of availability in sentence 2:
- Between Monday and Friday (except on public holidays in the Federal Republic of Germany) maintenance measures can only be carried during the hours from 1:00 h am and 4:00 h CE/CEST
 - During weekends, maintenance measures can take place during the hours from 0:00 h to 6:00 h CET/CEST
 - After consultation with you, maintenance measures can also be carried out outside of those time brackets
 - A monthly upper limit of 8 hours for such maintenance work shall not be exceeded.

We will always endeavour to give you appropriate notice before any maintenance measures.

- 3.8 In respect of the services rendered, we draw your attention to the fact that restrictions or impairments beyond our sphere of influence may arise. In particular, this concerns acts by third parties not acting on our behalf, technical conditions on the Internet beyond our control, as well as *force majeure*. The hardware and software or technical infrastructure used by you may also affect the services. Insofar as such circumstances impair availability or functionality, no claims on your part shall thereby be created.

- 3.9 You shall report functional failures, faults or impairments to us by email or via the ticket System without undue delay and in as much detail as possible. If you fail to do so, § 536 c *BGB* shall apply.

4. Term and Termination

- 4.1 The contract shall be concluded for an indefinite period and renews itself at the end of the monthly/ annual contractual period for the same duration again. The billing period starts on the day you sign up for Airtime Pro.
- 4.1.1 Monthly arrangements may be terminated by either party at any time during the contractual month to take effect at the end of that contractual month, subject however to the stipulations in Item 4.2. In the event of termination, your account will still be fully accessible and usable until the month end. The fee payments already made for the time between the termination notice sent and it taking effect shall not be refunded to you and no further invoices shall be issued.
- 4.1.2 Annual arrangements may be terminated by either party at any time during the contractual year to take effect at the end of that contractual year, subject however to the stipulations in Item 4.2. In the event of termination, your account will still be fully accessible and usable until the year end. The fee payments already made for the time between the termination notice sent and it taking effect shall not be refunded to you and no further invoices shall be issued.
- 4.2 You may effectively declare notice of termination either by email to "contact@sourcefabric.org" or via our ticket system. We may send any notice of termination on our part to the email or postal address provided by you.
- 4.3 The right to prematurely terminate the contract for good cause shall remain reserved for both parties.
- 4.4 Your right to use Airtime Pro shall lapse when notice of termination of the contract enters into effect. In such case, your Airtime Pro access shall be blocked, and you shall no longer have access to this account or to your stored Application Data.

5. Support

- 5.1 We hereby offer you the following support services to support you when using Airtime Pro:
- We shall assist you with any questions relating to the functionality and/or operation of Airtime Pro.
 - If malfunctions relating to Airtime Pro occur, you can contact us, so that we speedily deal with these.

You can request support via our ticket system. In this respect, our support staff shall be available every business day from 9:00 h until 21:00 h CET/CEST ("**Hours of Availability**"). German and Canadian bank holidays apply. You shall receive an initial response within no later than 48 hours of receipt of your request. Requests received outside of these Hours of Availability shall not be taken into account when calculating the response time. In addition to the ticket system, our live chat service shall also be available to you. The aforementioned Hours of Availability shall apply to this service. However, we hereby point out that the live chat service may, for capacity reasons, also occasionally be unattainable during the Hours of Availability.

- 5.2 If you wish, support may also be performed outside of these Hours of Availability and/or by telephone on the basis of separate individual agreements.

6. Fees

- 6.1 A monthly or annual fee shall be paid for using Airtime Pro. The sum of this fee shall ensue from the respective offer outlined on our website.
- 6.2 All prices quoted in our webshop exclude value-added tax at the respective valid statutory rate.
- 6.3 The fee shall be paid in advance in each case.
- 6.3.1 For annual arrangements, we offer a discounted rate for some of our Airtime packages. Please check our websites for details.
- 6.4 We offer various payment options (e.g. credit card, direct transfer or Paypal), without however being obliged to do so. The handling of payments via payment system providers (e.g. PayPal) shall be governed exclusively by the terms and conditions of use and business of the payment system provider concerned. Additionally, the user may need to have a user account with such provider.
- 6.5 We do not store any credit card information.
- 6.6 After having placed a purchase order, you shall receive, in electronic form sent to the email address provided by you, an invoice for the services ordered.
- 6.7 Insofar as you fail to meet your payment obligations, or insofar as amounts paid are reversed or debited back, we shall, subject to further claims, be entitled to block your access to Airtime Pro. If such blockage occurs as a consequence of outstanding payment claims, and the user settles these claims, access shall be unblocked again.
- 6.8 Our pricing depends upon the most varied factors, which can change over time. Therefore, we hereby reserve the right to adapt our prices, if and insofar as the applicable value-added tax changes, our subcontractors where we host Airtime Pro demand new prices from us on their part, or we change our subcontractors where we host Airtime Pro (e.g. in order to increase reliability), and we have to therefore pay altered prices. In such case, we shall, 12 weeks before such price adjustment enters into effect, inform you thereof by email to the email address stored in your user account (hereinafter for the purposes of this Item: "**Information Email**"), stating the date when the price adjustment will enter into effect. If you are not in agreement with such price adjustment, you shall be free to exercise the right of termination with ordinary notice under Items 4.1.1 and 4.1.2. For annual agreements, an extraordinary notice period of 12 weeks, starting from the date the Information Email was sent, shall apply. If you have not given notice of termination with effect from, at the latest, the time when the price adjustment enters into effect, the new prices shall apply from this point in time onwards.

7. Upgrades / Downgrades

- 7.1 Even after a certain Airtime Pro package has been ordered (and used), you may upgrade or downgrade to a more or less extensive Airtime Pro package. Compared to placing a new purchase order, this may offer you the advantage of being able to continue using data, particularly Application Data, already stored (Please note however that, in the case of a downgrade, this will be possible only insofar as the smaller package also covers the volume of the data already existing.). You can order an upgrade or downgrade directly via your user account by clicking on the corresponding options. The contract for such upgrade or downgrade shall be brought about by our sending of a confirmation email to you to the email address stored in your user account. The new invoice may already be attached to such confirmation email.

- 7.2 Upgrades and downgrades shall enter into effect immediately upon your placement of a purchase order and our acceptance thereof. This shall apply even if you upgrade or downgrade during a contractual month. From this point in time onwards, the beginning and end of the contractual months, the due date of the fee, permissible termination dates etc. shall be determined on the basis of the date of the upgrade or downgrade order. Therefore, the fee for the first month of use of the upgrade or downgrade shall be due for payment immediately. The fee for the use of Airtime Pro that occurred in the partial contractual month prior to the upgrade or downgrade shall remain due for payment on a pro-rata basis. No fee shall be paid for the rest of the remaining original contractual month for the Airtime Pro package originally booked. In the case of upgrades, the fee already paid in this respect shall be credited against the fee to be paid for the upgraded Airtime Pro package. In the case of downgrades, you shall receive a credit in the sum of the proportionate fee that you have already paid for the rest of the remaining original contractual month for the Airtime Pro package already booked.

8. Your Rights to Use Airtime Pro

- 8.1 The software upon which Airtime Pro is based is open source software. It is, except for a number of third-party components, licensed by us under the GNU Affero General Public License, version 3 ("**AGPLv3**"). You can find the text of the AGPLv3 licence [here](http://www.gnu.org/licenses/agpl-3.0.html) (<http://www.gnu.org/licenses/agpl-3.0.html>). You can download from our website the source code of the software upon which Airtime Pro is based.
- 8.2 Regardless of any copyright powers to use the Airtime Pro software that may ensue from the AGPLv3, your use of the Airtime Pro service may be restricted within the scope of the stipulations under Item 3.1 and the following subsection 8.3.
- 8.3 You shall not be permitted to transfer your user account to third parties or make available to third parties your access data relating to your user account. However, you may of course provide your employees or any authors or graphic designers working for you on a freelance basis, or any other persons involved in radio automation on your behalf, with access to the Airtime Pro service by allocating individual access authorisation to these.

9. Rights of Use in Respect of your Content

We may store on our servers the content that you have entered or uploaded via your Airtime Pro account (hereinafter collectively referred to as "**Content**") and copy this content in the course of your use of Airtime Pro, and use this content in any other manner necessary for your use of Airtime Pro, only if you grant us certain rights of use in respect of this Content. Against this background, you shall grant us in respect of this Content, without limitation in terms of territory or time, transferable non-exclusive rights of use to the extent necessary for making Airtime Pro available for you. In particular, you shall grant us the right to make the Content concerned available for retrieval by you and the right to make all copies necessary for this and all adaptations technically necessary (storage on our servers etc.), and the right to prepare the Works for the form of publication chosen by you.

10. General Rules for the Use of Airtime Pro / Impermissible Content

- 10.1 We shall be bound by human rights and, in particular, freedom of opinion and freedom of the press. Therefore, we want you to use Airtime Pro freely for all purposes that you wish. Nevertheless, you shall however be obliged not to go beyond certain limits when you actively use Airtime Pro. The content that you send to us as a result of using Airtime Pro must not contain any unlawful content. Therefore, the following content in particular is absolutely

impermissible:

- content that incites, and/or is aimed at inciting, hatred against sections of the population or against any national, racial, religious or ethnic group, that calls for violent or arbitrary action against such group or that violates the human dignity or general personality rights of others by insulting, maliciously degrading or defaming sections of the population or any of the aforementioned groups;
- content that describes children or adolescents in unnatural, sexually suggestive poses that are pornographic, particularly if they involve acts of violence, sexual abuse of children or adolescents or sexual acts of humans with animals, or content that for any other reasons violates regulations for the protection of children and adolescents; this shall apply also to content that only refers to or implies such content and/or aims;
- content that is offensive, defamatory or otherwise libellous and/or shows racist or xenophobic tendencies;
- content that violates the right to protection of privacy, and/or other general personality rights, and/or that threatens others in any manner or otherwise puts pressure on others or would put pressure on others, if it were implemented;
- content that violates third parties' personal image rights;
- content that violates third-party positions protected under copyright law and/or the law on ancillary copyrights.

10.2 In the event that you are using Airtime to run a radio station, it is your sole responsibility to ensure that all necessary legalities are being taken care of, i.e. that you are in possession of all required regulatory licenses and permissions.

10.3 If the duties arising from Item 10.1 and 10.2 are unlawfully breached, we shall be entitled to block or delete the data concerned or block your user account until such breaching conduct has ended. Additionally, you shall provide us with information on the identity of the user responsible for such breach and all other circumstances relevant to the assertion of claims. In the event of serious breaches, including for example illegal acts or acts that expose us to the danger of criminal liability, or in the event of repeated breaches for which you are responsible, we shall have the right to prematurely terminate this contract without prior notice. Item 4.2 shall apply.

10.4 It is your sole responsibility to take care of any royalty payments you might be liable for.

11. Breach of Third-party Rights

11.1 Breach on Our Part

11.1.1 If a third party asserts against you claims based on an infringement of copyrights, patents, utility models, business or trade secrets or other intellectual property rights (hereinafter: "**Intellectual Property Rights**") by Airtime Pro, and if the use of Airtime Pro is impaired or prohibited as a result thereof, we shall, at our own discretion and at our own expense, first of all either alter or replace Airtime Pro in such a manner that such infringement of rights is eliminated, but the agreed functional and performance features are still met in a reasonable manner, or acquire the necessary rights of use from the rights holder. If this is not successful within a reasonable period, we may prohibit you from further using Airtime Pro and block access to Airtime Pro. In this respect, however, we shall ensure that copies of your Application Data are sent to you by download or on a data carrier. In such case, we shall, subject to refunding of the fee already paid for the future, be entitled to prematurely terminate the contract without prior notice. Item 4.2 shall apply.

11.1.2 We shall indemnify you against all justified third-party claims based on an infringement of Intellectual Property Rights, insofar as we are responsible for these.

11.1.3 You shall promptly inform us of asserted third-party claims, shall not acknowledge any alleged infringement of Intellectual Property Rights and shall either leave it to us to deal with any dispute, including out-of-court settlements, or conduct such dispute only in agreement with us. If you cease using Airtime Pro on your own initiative, you shall, furthermore, point out to such third party that this does not entail any acknowledgement of the alleged infringement of Intellectual Property Rights.

11.1.4 Any further liability shall remain unaffected. Item 15 shall also apply in this respect.

11.2 Breach on Your Part

11.2.1 You hereby warrant to us that you are entitled, and in a position, to grant the rights mentioned under Item 9 to the extent stated. Likewise, you hereby warrant to us that you shall not store on our servers any content whose subject-matter or content breaches the provisions in Item 10. You shall be responsible for the content uploaded and published by you. In particular, we shall not check, prior to uploading or publication, whether the content concerned is contrary to the provisions stated in Item 10.1.

11.2.2 If a third party asserts against us claims based on an infringement of Intellectual Property Rights or based on a breach of the principles laid down in Item 10 (particularly based on a breach of personality rights) as a result of your use of Airtime Pro, we shall, insofar as reasonable, promptly inform you via the contact details provided by you. You shall then, insofar as reasonable, have the opportunity to comment thereon within a reasonable period and defend yourself against such claim. You shall promptly discontinue such breach, whether by removing the content concerned, acquiring the essential rights of use or otherwise. If this is not successful within a reasonable period, we may block use of the content concerned or, if it would otherwise not be possible to eliminate the infringement of rights without an unreasonable delay, delete this content from our servers. Illegal content may be removed at any time without prior notice and without prior warning.

11.2.3 You hereby undertake to indemnify us, our Executive Board, our employees and our other personnel, and hold the above harmless, against all liability and all costs, including lawyer's fees for any legal defence, as well as against all possible and actual costs in connection with any judicial proceedings and any and all administrative fines imposed, or to be imposed, by a court, if third parties bring claims against us, members of our Executive Board, our employees and/or other personnel of ours on account of you having infringed rights of third parties, or rights of persons represented by third parties, in culpable breach of the duties mentioned in Items 9 and 10.

11.3.3 Any damage claims to which we are entitled beyond the foregoing shall remain unaffected.

12. Data Protection and Data Backup

12.1 We care about protecting your data and the data that you use in Airtime Pro. Therefore, we shall observe the provisions of data protection law valid in Germany and impose upon our employees dealing with the implementation of the contract an obligation to observe data secrecy under Section 5 *BDSG* [German Federal Data Protection Act], except where such employees are already generally bound to secrecy accordingly.

- 12.2 When you process or use personal data via Airtime Pro, you warrant that you are entitled to do so under the applicable legal provisions. Before you begin processing or using personal data of third parties, you shall notify us thereof. In such case, we shall conclude with you a written agreement on commissioned data processing. If you are at fault for any breach of the above duties, you shall indemnify us, our Executive Board, our employees and our other personnel, and hold the above harmless, against all liability and all costs, including lawyer's fees for any legal defence, as well as against all possible and actual costs in connection with any judicial proceedings and any and all administrative fines imposed, or to be imposed, by a court, and any official fines, if third parties bring claims against us, members of our Executive Board, our employees and/or other personnel of ours, or if any of the above become involved in official proceedings.
- 12.3 Airtime Pro is made available exclusively for the production and broadcast of internet radio programmes, and is not a general data storage or a content management system. You hereby affirm that you shall not use Airtime Pro for such purposes, and in particular you shall not process or use any employee data (except where permitted under Section 32 *BDSG*) or personal data of your customers via Airtime Pro.
- 12.4 You shall back up your audio files and make your own backup copies.

13. Maintenance of Secrecy

- 13.1 Each party to the contract shall maintain utmost secrecy in respect of the other party's Confidential Information (see Items 13.2 and 13.3). In particular, each party hereby undertakes
- not to pass on to third parties, or bring to the attention of third parties in any other manner, including verbally, the other party's Confidential Information without the latter's written consent;
 - to store the other party's Confidential Information only at a place secured against third-party access;
 - to use the other party's Confidential Information only to the extent necessary for the collaboration between the parties.
- 13.2 “**Confidential information**” is information expressly referred to as confidential by the party disclosing the information, as well as information whose confidentiality ensues from the circumstances of its disclosure. Your Application Data is information that we shall always treat with confidentiality.
- 13.3 However, the following information shall not be deemed to be Confidential Information:
- information that was, without being subject to any non-disclosure obligation, already lawfully known to the recipient party prior to its disclosure;
 - information that is or becomes publicly accessible through no fault of the recipient party;
 - information that is communicated or provided to the recipient party by a third party lawfully and without being subject to any non-disclosure obligation, provided that such third party does not breach any non-disclosure obligation of its own when handing over the information;
 - has been cleared in writing by the party providing the information.

14. Warranty

Our warranty shall be governed by the statutory provisions, with the proviso that no-fault liability for initial defects under Section 536a (1), 1st alternative, *BGB* [German Civil Code] is excluded.

15. Liability

- 15.1 In accordance with the statutory provisions, each party shall be liable for loss incurred upon the other party as a result of wrongful intent or gross negligence, as a result of the absence of any feature guaranteed in respect of the service concerned, as a result of any culpable breach of the party's Material Contractual Duties (see Item 15.2), as a result of culpable health damage, physical harm or mortal injury, or where liability under the *Produkthaftungsgesetz* [German Product Liability Act] is stipulated.
- 15.2 "**Material Contractual Duties**" are contractual duties that need to be fulfilled in order for the contract to be properly performed in the first place, and that the other party may normally expect to be met, and that, if breached, would on the other hand jeopardise the attainment of the purpose of the contract.
- 15.3 If a Material Contractual Duty is breached, our liability shall, insofar as the loss concerned relates merely to slight negligence and not to physical harm, mortal injury or health damage, be limited to foreseeable loss that can typically be expected to arise in the course of the rendering of services such as those covered by the contract.
- 15.4 In all other respects, our liability and that of our authorised agents shall be excluded, regardless of the legal grounds.
- 15.5 If any loss is incurred upon you as a result of your data being lost, we shall not be liable for this insofar as such loss could have been avoided, had you regularly and completely backed up all relevant data at frequent intervals in keeping with the value of the data.

16. Revocation of the Contractual Declaration

If you conclude the contract for the use of Airtime Pro as a consumer, i.e. as an individual concluding the contract for a purpose not attributable to his trade or self-employment, you shall have a right of revocation under Section 355 et seq. *BGB*. Below, we provide you with instructions on the terms and conditions governing the exercise of this statutory right of revocation in relation to us:

Revocation Instructions

Right of Revocation

You may revoke your contractual declaration in text form (e.g. by letter, fax or email) within 14 days, without having to give reasons. This time limit shall begin upon receipt of these instructions in text form, however not before the contract has been concluded, and not before we have fulfilled our duties to inform under Section 246 (2) in conjunction with Section 1 (1) and (2) *EGBGB* [Introductory Act to the German Civil Code]. Sending off a declaration of revocation in due time shall suffice to comply with this time limit for revocation. Such declaration must be addressed to:

Sourcefabric GmbH
Prinzessinenstraße 20
10969 Berlin
Telephone: +49 (0)30 61 62 92 81
Email: contact@sourcefabric.org

Consequences of Revocation

In the event of effective revocation, any performance received by one party shall be returned to the respective other party, and any benefits (e.g. interest) derived shall be surrendered. If you are wholly or partly unable to return to us the performance received, or surrender to us the benefits derived (e.g. from use), or are only able to return such performance or surrender such benefits in deteriorated condition, you may have to compensate us accordingly. This may result in your nonetheless being required to meet the contractual payment obligations for the period until revocation. Obligations to refund payments must be met within 30 days. This time limit shall commence running for you upon sending the declaration of revocation, and shall commence running for us on receiving same.

End of Revocation Instructions

If, however, you are not acting as a consumer, you shall not be entitled to the right of revocation.

17. Changes to Airtime Pro and these GTC

17.1 Airtime Pro is a cloud-based service that can be offered to our customers only in a uniform way. If we further develop or alter Airtime Pro, therefore, this shall automatically affect all our customers. For this reason, we hereby reserve the right to alter our service at any time, in particular its name, its functions and the composition of its functions.

17.1.1 At least 12 weeks prior to any such change that worsens, at least in part, your Airtime Pro package in relation to the performance originally promised by contract (e.g. if certain functionalities originally guaranteed are dropped), we shall inform you of such forthcoming change by email to the email address stored in your user account (hereinafter for the purposes of this Item: "**Information Email**"). This shall apply even if improvements to Airtime Pro are also introduced at the same time. If you are not in agreement with such change, you shall be free to exercise the right of termination with ordinary notice under Items 4.1 and 4.2. If you have not given notice of termination with effect from the time when the change to the Airtime Pro package enters into effect, the contract shall be continued from this point onwards with the new Airtime Pro package. If any alteration to Airtime Pro entails a price change, the above sentences under Item 17.1.1 shall apply *mutatis mutandis* to our related duties to inform, to your response options and to the entry into effect of the new prices.

17.1.2 Item 17.1.1 shall not apply to changes to Airtime Pro

- that only improve Airtime Pro or do not impair its usability,
- that serve to rectify faults without impairing Airtime Pro's functionalities more than insignificantly and without being unreasonable for you, or
- that involve merely design changes or changes to the user interface that do not affect the extent of the functionalities provided by Airtime Pro.

17.2 We hereby reserve the right to amend these GTC at any time, but subject to a reasonable notice period of at least 12 weeks, without having to give reasons. The new GTC shall be sent to you by email to the email address stored in your user account. The new GTC shall be deemed agreed upon, unless you object to their application within 30 days of receiving the email. Such objection must be in text form, i.e. at least email. We shall separately point out to you in our email your right to object, the time limit for lodging an objection and the consequences of inaction on your part. The right to amend these GTC under this Item 17.2 shall not apply in respect of amendments that limit, to your disadvantage, the content or scope of the existing core possible uses of Airtime Pro for you, or in respect of the introduction of new obligations for you not contained hitherto in the GTC.

18. Subcontractors

We shall be entitled to use the services of subcontractors for the performance of our contractual obligations.

19. Final provisions

- 19.1 These GTC for the entire agreement between both parties, unless these GTC refer to additional agreements or documents. We shall not provide any separate contract texts based on these GTC. Consequently, the content of the agreements concluded with us shall ensue from these GTC along with our and your identity as parties to the contract, as well as the subject-matter of the agreements concluded. In this respect, therefore, we shall not store the "contract text" specifically for you personally.
- 19.2 Any changes and additions to this document require the written format. This also includes a change to addition to this clause.
- 19.3 The laws of the Federal Republic of Germany shall exclusively apply to the legal relations established between you and us on the basis of these GTC, as well as to these GTC themselves, including their interpretation. The application of German and European international private law and UN Convention on Contracts for the International Sale of Goods is hereby excluded.
- 19.4 If you are a registered business person as defined by the *HGB* [German Commercial Code] or a legal entity under public law, Berlin shall be place of jurisdiction for all legal disputes ensuing directly from or connection with this contractual relationship. The same applies in the event that you are resident or domiciled in a State other than the Federal Republic of Germany.
- 19.5 If any individual provisions of these GTC, including this provision, are wholly or partly ineffective, the effectiveness of the other provisions or parts of such provisions shall remain unaffected. The respective statutory provisions shall apply in place of the ineffective or lacking provisions.
- 19.6 You hereby permit us to use your name and logo in the promotion of Airtime on our website and other marketing materials. If you do not agree to this, please contact us via contact@sourcefabric.org

As of: August 2016