

1. General

- 1.1. This website <https://businessclubber.com> is an electronic publication of and a service provided by Business Clubber UG (LLC) ;
- 1.2. Any and all use of this website is subject to, and constitutes acknowledgment and acceptance of, the following terms ("General Terms And Conditions");
- 1.3. Business Clubber UG (LLC) may amend these General Terms And Conditions at any time by posting the amended version on this site. Such amended version shall automatically be effective upon its posting on this site.

2. Definitions

In these General Terms And Conditions, the following words and expressions shall, unless the context otherwise requires, have the following respective meanings:

- 2.1. **Force Majeure Event:** in relation to a person or entity shall mean an event beyond that person's or entity's reasonable control, including but not limited to: acts of God; fire; flood; explosion; storm; disaster; vandalism; power surge or outage; cable cut; disruptions or failures in telecommunication systems or equipment or electrical power or supply; server crashes; back-up failures; disruptions to or failure of Internet access or connectivity; serious accidents; epidemics or quarantine restrictions; any law, order, regulation, direction, action or request of any government (including state and local governments) or any civil or military authority, or of any dependent agency, commission, court, bureau, corporation or other instrumentality thereof; allocation regulations or orders affecting materials and/or the supply thereof; national emergencies, insurrections, riots, civil commotion, war or warlike operations; strikes, lockouts, work stoppages or labour disputes, troubles or difficulties; delays in transportation; supplier failures, shortages, breaches or delays; or inability after due and timely diligence to procure materials, accessories, equipment or parts.
- 2.2. **Website Content:** shall mean all content or materials (including text and images) in this website, all files within this website and all data within such files, but excluding Third Party Content.
- 2.3. **Overall Content:** shall mean the Website Content, the Third Party Content, and any and all attachments transmitted through this website.
- 2.4. **Specific Services:** shall mean those services, provided by Business Clubber UG (LLC) in or through this website, which are subject to other Specific Terms and conditions in addition to these General Terms And Conditions.

- 2.5. **Specific Terms:** shall mean the respective terms and conditions applicable to Specific Services, including those prescribed or imposed by Business Clubber UG (LLC) in relation to such Specific Services, or those contained in respective agreements entered into between Managers and Business Clubber UG (LLC) in relation to such Specific Services.
- 2.6. **Third Party Content:** shall mean those content or materials (including text and images) in this website the titles, rights and interests in or to which are not owned by Business Clubber UG (LLC) but by the respective Third Party Licensors.
- 2.7. **Third Party Licensors:** shall mean the respective owners of the titles, rights and interests in or to the Third Party Content.
- 2.8. **Manager:** shall mean the individual who, or the entity whose agent, accesses or uses this website, the services provided in this website, or any of the Overall Content.

3. Application of other terms and conditions

- 3.1. These General Terms And Conditions shall apply to each Specific Service, in addition to any and all other Specific Terms applicable to such Specific Service;
- 3.2. Provided however that:
- 3.2.1. in the event of any conflict or inconsistency between any provision of the Specific Terms and any provision of these General Terms And Conditions, such conflict or inconsistency shall (except as otherwise expressly provided or agreed) be resolved in a manner favourable to Business Clubber UG (LLC); and
- 3.2.2. only to the extent that such conflict or inconsistency cannot be so resolved, the provisions of the Specific Terms shall prevail.

4. Intellectual Property

Unless otherwise expressly stated:

- 4.1. all titles, rights and interests (including without limitation copyright) in respect of the Website Content belong to Business Clubber UG (LLC), and nothing herein confers on the Manager any title, right or interest in respect thereof; and
- 4.2. all titles, rights and interests (including without limitation copyright) in respect of Third Party Content belong to the respective Third Party Licensor, and nothing herein confers on the Manager any title, right or interest in respect thereof.

5. Use of Website Content

- 5.1. Managers to this website may use the Website Content solely and exclusively for personal or internal purposes. The Manager may download and/or reproduce limited portions of the Website Content on an occasional ad hoc basis and distribute such Website Content internally, solely and exclusively for personal or internal purposes;
- 5.2. Provided however that:
 - 5.2.1. the use, reproduction and distribution of such Website Content (either in hard copy or electronic form) is not done in any manner which might be competitive with Business Clubber UG (LLC)'s use, reproduction or distribution of content or other content similar thereto; and
 - 5.2.2. such Website Content is reproduced and distributed with appropriate notices, including copyright notices, indicating Business Clubber UG (LLC) as the source of such Website Content and prohibiting any further reproduction or distribution of such Website Content.
- 5.3. Downloading, reproduction, distribution and/or use of any Website Content does not transfer any title, right or interest in or to such Website Content, and such Website Content may be downloaded, reproduced, distributed and/or used only in accordance with this paragraph 5.
- 5.4. Except as expressly permitted in this paragraph 5, Managers to this website may not copy, reproduce, modify, alter, reverse engineer, disassemble, sell, transfer, rent, license, publish, distribute, disseminate in any form or otherwise allow access to all or any Website Content or Third Party Content.
- 5.5. If the Manager is a corporation, this provision shall apply to any subsidiary, affiliate or parent of such corporation.

6. Protection of Intellectual Property Rights

- 6.1. The Manager expressly acknowledges that this website and the Website Content (or the Third Party Content, as the case may be) were prepared by Business Clubber UG (LLC) (or the Third Party Licensors, as the case may be) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money.
- 6.2. The Manager agrees to protect all copyright and other intellectual property or other proprietary rights and interests of Business Clubber UG (LLC) (or the Third Party Licensors, as the case may be) in or to this website and the Website Content (or the Third Party Content, as the case may be).

6.3. In addition, the Manager shall honor and comply with reasonable written requests made by Business Clubber UG (LLC) in connection with the protection, enforcement or exercise of Business Clubber UG (LLC)'s (or, as the case may be, the Third Party Licensors') contractual and other legal (whether statutory or common law) or equitable rights and remedies in respect of this website and the Website Content (or the Third Party Content, as the case may be).

7. Updates

All updates to or additional Website Content and Third Party Content and all new versions of this website shall be subject to these General Terms And Conditions as if each such update, addition and/or new version were the original Website Content, Third Party Content or website (as the case may be) referred to herein.

8. Modifications

Business Clubber UG (LLC) reserves the right to alter or modify this website, including portions thereof, from time to time. Such alterations or modifications may include, without limitation, addition or withdrawal of features, services, data or content or changes in instructions. Business Clubber UG (LLC) may also at any time suspend or discontinue all or any part of this website or the provision of updates.

9. No endorsement of third parties

9.1. Business Clubber UG (LLC) does not endorse or make any representation or warranty whatsoever (whether express or implied), and shall not be responsible or liable under any circumstances whatsoever, in respect of:

9.1.1. any third party website hyperlinked to this website, or any products, services, information, data or other content offered or provided therein; and/or

9.1.2. any product, service, information, data or other content offered or provided by third parties in or through this website.

Such third party websites and such third party products, services, information, data or other content (whether provided or offered therein or in or through this website) are the sole responsibility of independent third parties, and as against Business Clubber UG (LLC), the Manager's use thereof or reliance thereon is solely at the Manager's own risk. A Manager's rights and remedies in respect thereof are governed solely by other applicable agreements or terms (if any) between the Manager and the relevant third party.

9.2. Without prejudice to the generality of paragraph 9.1. above:

- 9.2.1. a description or reference to a product or service in this website (including any description or reference via hyperlink) does not imply endorsement by Business Clubber UG (LLC) of that product or service;
- 9.2.2. Business Clubber UG (LLC) does not make any representation or warranty as to the quality, accuracy, reliability or suitability of any third party websites or any third party products, services, information, data or other content (whether provided or offered therein or in or through this website); and
- 9.2.3. Business Clubber UG (LLC) shall not be liable or responsible for any defects, deficiencies, errors, omissions or inaccuracies in any third party websites or any third party products, services, information, data or other content (whether provided or offered therein or in or through this website).

10. Exclusion of representations and warranties

- 10.1. This website and the overall content are made available "as is" without any representation or warranty whatsoever, whether express or implied, including but not limited to any representation or warranty as to their performance, merchantability or fitness for any particular purpose or use; and all representations and/or warranties, to the extent capable of being excluded under applicable law, are hereby expressly excluded by Business Clubber UG (LLC), its licensors, dealers, distributors, agents and employees, and all third parties (if any) involved in the creation, production or delivery of this website and/or the overall content.
- 10.2. In particular, but without prejudice to the generality of the foregoing, Business Clubber UG (LLC), its licensors, dealers, distributors, agents and employees, and third parties (if any) involved in the creation, production or delivery of this website and/or the overall content, make no representations or warranties as to, and the Manager assumes the entire risk as to:
- 10.2.1. Anything contained in, the performance of, or the results that may be obtained by using, this website or any of the overall content;
- 10.2.2. The consequences of downloading any attachment transmitted through this website;
- 10.2.3. The quality, accuracy, reliability or suitability for any purpose whatsoever of, this website or any of the overall content; and/or
- 10.2.4. The standing, credit or otherwise of any person or entity mentioned in this website or in any of the overall content.

11. Exclusion of liability

- 11.1. In no event shall Business Clubber UG (LLC), its licensors, dealers, distributors, agents or employees, or any third party involved in the creation, production or delivery of this website or any of the overall content be liable for:

- 11.1.1. Any direct, indirect, special, incidental, secondary, consequential, punitive or exemplary damages arising out of the use of or inability to use this website or any of the overall content (such as but not limited to loss of data, loss of business information, business interruption or delay, or loss of anticipated revenue, profits or benefits, or any economic or financial loss), whether based upon contract, tort, negligence, strict liability or otherwise, and even if they were aware of, were advised of, or ought to have known of, the possibility of such damages;
- 11.1.2. Any consequences of downloading or using any attachment transmitted through this website;
- 11.1.3. Any failure, delay, disruption or interruption in, of or to this website, howsoever caused or arising;
- 11.1.4. Any failure, delay, disruption or interruption in, of or to the transmission or reception of any data or information through this website, howsoever caused or arising;
- 11.1.5. Any defect, deficiency, breakdown or failure of any software or any equipment or system (whether or not maintained or operated by Business Clubber UG (LLC) or any other person), howsoever caused or arising;
- 11.1.6. Any loss, corruption, deletion or damage of or to any data or information (whether belonging to, provided by or stored by the Manager or otherwise) which is transmitted to or stored in any system or equipment (whether or not maintained or operated by Business Clubber UG (LLC), the Manager or any other person), howsoever caused or arising;
- 11.1.7. Any breach, failure of performance or delay caused by a force majeure event; and/or
- 11.1.8. Any defects, deficiencies, errors, omissions or inaccuracies in this website or in any of the overall content.

12. Infringement of rights and/or violation of laws or regulations

- 12.1. Each Manager agrees and undertakes that the Manager shall not use this website in any manner that infringes or violates, or might potentially infringe or violate, any intellectual property or other rights of any person or entity, or any applicable law or regulation.

- 12.2. Without limitation to the generality of the foregoing, each Manager agrees and undertakes that the Manager shall not use this website to acquire or seek to acquire any product or undertake or seek to undertake any activity, or to send any inquiries to, to communicate with, or to otherwise contact, any person or entity with a view to or in connection with acquiring any product or undertaking any transaction or activity, that would or might actually or potentially infringe or violate, or involve any actual or potential infringement or violation of, any intellectual property or other rights of any person or entity, or any applicable law or regulation.
- 12.3. Each Manager acknowledges and agrees that Business Clubber UG (LLC) shall not be, or be deemed to be, a party to, or otherwise involved in, any transaction(s) or activity(ies) that may be entered into between any Manager and any person or entity directly or indirectly as a result of or in connection with the use by any Manager of this website.
- 12.4. Each Manager who acquires any product from, or who enters into any transaction or activity with, or who sends any inquiry to, communicates with or otherwise contacts, or who receives any communication from, any person or entity directly or indirectly as a result of or in connection with the use of this website shall bear solely and exclusively all responsibility and risks for such acquisition, transaction, activity, inquiry, communication or contact and shall fully indemnify, defend and/or hold harmless, as the case may be, Business Clubber UG (LLC) and any director, officer, employee, Representative, agent and/or service provider thereof (collectively, "indemnitees") in respect of any and all claims, demands, damages, losses, liabilities, suits, actions, proceedings, judgments, fines, penalties, costs and expenses (including but not limited to legal costs and expenses on a full indemnity basis) (collectively, "liabilities") that may be suffered by Business Clubber UG (LLC) and/or any other indemnitee, and/or by the Manager or any other person or entity, as the case may be, as a result of, or arising from or in connection with, any such acquisition, transaction, activity, inquiry, communication or contact infringing or violating the intellectual property or other rights of any person or entity, or any applicable law or regulation, and neither Business Clubber UG (LLC) nor any other indemnitee assumes or shall bear any liability, obligation, responsibility or risk whatsoever for or in respect of any such acquisition, transaction, activity, inquiry, communication or contact.
- 12.5. For the purposes hereof, "relevant activities" in relation to any product appearing in this website shall mean any one or more of the following (as the context requires): the import, export, storage, transportation, transit, customs clearance, delivery, use, advertising, display, reproduction, offer, sale, supply, purchase, provision or re-sale of such product or any transaction, activity or dealing in respect of any such product.
- 12.6. Business Clubber UG (LLC) does not make any representation or warranty whatsoever (whether express or implied) that the products appearing in this website, or any relevant activities in respect of any such products, do not and will not infringe or violate any intellectual property or other rights of any person or entity, or any applicable law or regulation.

12.7. Each Manager who acquires or wishes to acquire, and/or who undertakes or wishes to undertake any other relevant activity in relation to, any product appearing in this website shall be solely and exclusively responsible for ensuring that such product, and/or such relevant activity in relation to such product, do not and will not infringe or violate any intellectual property or other rights of any person or entity, or any applicable law or regulation, and shall fully indemnify, defend and hold harmless Business Clubber UG (LLC) and any other indemnitee from and against any and all liabilities arising from or in connection with any such infringement or violation.

12.8. Without prejudice to the generality of the foregoing, each Manager who acquires or wishes to acquire any product appearing in this website is advised to conduct, and shall in any event be solely and exclusively responsible for conducting, its own due diligence enquiries, checks and investigations, including (without limitation) consulting the relevant government or regulatory authorities, and seeking its own independent legal advice, as may be necessary and appropriate, so as to satisfy itself and ensure that such product and the relevant activities in relation to such product do not and will not infringe any intellectual property or other rights of any person or entity and are and will be in compliance with all applicable laws and regulations.

13. Limitation of liability

Subject always to the express exclusions in these general terms and conditions, the liability of Business Clubber UG (LLC) , their licensors, dealers, distributors, agents or employees, or third parties (if any) involved in the creation, production or delivery of this website or any of the overall content, shall in no event exceed in the aggregate the sum of one euro (EUR 1,00) only, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, or for any loss, damage or liability whatsoever.

14. Entire agreement

14.1. These General Terms And Conditions, together with any other Specific Terms relating to Specific Services (if applicable), constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and supersede any and all prior written and/or oral representations, understandings, agreements or communications between the parties regarding the subject matter hereof and thereof.

14.2. The provisions and terms of any purchase order or other instrument issued by the Manager shall be of no effect and the acceptance of any such order or instrument shall not in any way extend or alter these General Terms And Conditions (or any other Specific Terms relating to Specific Services, if applicable).

15. Waivers

Failure of either party to insist at any time upon strict compliance with any provision herein or to seek remedy of any breach shall not constitute or be construed as a waiver of such provision or breach, or of any other rights or remedies.

16. Illegality

If any provision of these General Terms And Conditions is or becomes illegal, invalid or unenforceable ("Affected Provision"), such Affected Provision shall, to the maximum extent possible, be modified and/or replaced by an equivalent legal, valid and enforceable provision in a manner which accords with or which gives effect to, as closely as possible, the original intent of the Affected Provision. If, however, such modification or replacement is not permissible, then the Affected Provision (or the modification, replacement or severance thereof) shall be deemed to be severed from these General Terms And Conditions. The illegality, invalidity or unenforceability of the Affected Provision shall not in any way affect the legality, validity or enforceability of the other provisions of these General Terms And Conditions, which shall remain in full force and effect.

17. Governing Law & Jurisdiction

These General Terms And Conditions shall be construed in accordance with and governed by the laws of Germany. The Manager hereby submits to the non-exclusive jurisdiction of the courts of Germany and/or such other courts of competent jurisdiction as Business Clubber UG (LLC) may in its absolute discretion deem fit.