

## GENERAL TERMS AND CONDITIONS REKLA.ME APP

### §1

#### Scope and subject of the Terms of Use

1.1 Rekla.Me UG, Graditzer Straße 26, 50735 Cologne, Germany, registered in the Commercial Register of the District Court of Cologne, HRB B 106680, (hereinafter "Rekla.Me") offers consumers within the meaning of Section 13 of the German Civil Code (hereinafter "Users") with the app "REKLA. ME" app to share their experiences in the context of campaigns about products or services of partner companies of Rekla.Me (hereinafter "Partner Companies") by means of posts or stories (both together referred to as "Posts") on Instagram using hashtags, links or stickers. For sharing and granting the rights of use to the Posts, the user receives a remuneration ("Cashback"), which is paid to the user's PayPal account after verification of the Post by Rekla.Me, unless the user has selected in advance that Rekla.Me donates an amount corresponding to the Cashback to a charitable organization.

1.2 A consumer in the sense of § 13 BGB is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity.

1.3 Posts or Stories can only be shared on Instagram for those products of the partner companies that have been selected by them for campaigns. The hashtags, stickers or links of the campaign of the respective partner company must be used. Stories are short visual content, such as photos or videos, that are compiled for a slideshow and disappear after 24 hours, whereas posts contain images or videos that are permanently saved to the user's profile.

1.4 Campaigns are temporary actions of the Partner Companies, during which certain products or services assigned to the actions (hereinafter uniformly "Campaign Products") are released for the exchange of experiences by means of the app REKLA.ME on Instagram. Campaigns are divided into open and closed campaigns. Open campaigns are those that the user can find on the platform via the app REKLA.ME and share posts or stories about campaign products without entering a QR code or link. Closed campaigns must be unlocked via a QR code or link. This is either stated in the shipping confirmation of the campaign product, attached to the packaging, included in a flyer of the campaign product or sent by email, and must be scanned in the REKLA.ME app. After activation, the user can share posts and/or stories about campaign products in closed campaigns. The situation is different if the user is forwarded directly to the closed campaign via a link. In this case, the campaign is activated automatically. Closed campaigns are marked with a closed lock symbol. The campaign product is displayed, but participation in a closed campaign is only possible after activation. In open campaigns, the campaign products are recognizable and the lock symbol is open.

1.5 The following General Terms and Conditions apply to the use of the services offered by Rekla.Me as described above. The User can access, save and print these General Terms and Conditions via the Rekla.Me website at [www.rekla.me](http://www.rekla.me) or the REKLA.ME app.

### Conclusion of contract and user account

2.1 A prerequisite for the use of REKLA.ME and participation in campaigns is the creation of a user account. This consists of a user name, the user's e-mail address and a password ("login data"), which the user must enter freely when setting up the user account. The user account can be created via Google, Facebook/Meta, Apple or directly by e-mail. Within the scope of registration, the user's current data, in particular a current e-mail address, surname, first name, gender and, optionally, address and date of birth (hereinafter "user data") must be provided. The e-mail address is also used for communication with ReKla.Me.

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2.3 In order to use the REKLA.ME app, the User must also have a PayPal account if he/she decides to use the cashback shown in each case and would like to have it paid out. The cash-back will only be paid out to a PayPal account. The user must provide his PayPal account information for this purpose after registration when participating in a campaign before sharing a contribution, unless he has decided in advance to make a donation through ReKla.Me; in the latter case, it is not necessary to provide the PayPal account information.

2.4 Each user may register only once and create only one user account. There is no right to registration by ReKla.Me. ReKla.Me reserves the right to reject the User's offer to conclude a contract of use with ReKla.Me without giving reasons and to inform the User accordingly.

2.5 The registration process is completed by clicking the "CONTINUE" button. With the successful completion of the registration process, the User makes an offer to conclude a user contract for the use of the REKLA.ME app. ReKla.Me confirms receipt of this offer by e-mail. This e-mail is only an order confirmation, not an acceptance of the contract. Acceptance of the User's offer to conclude the usage contract is effected by activating the User's account and enabling the User to participate in campaigns.

2.6 If the registration process is not completed in full and, in particular, if all required data is not entered or the required links are not created in accordance with § 2.2, ReKla.Me is entitled to irrevocably delete the incomplete user account including all information entered by the user up to that point. A new registration of the user is possible. In this case, the user must enter all information and data again and, if necessary, create new links that have already been created.

2.7 By completing the online registration process and activation of the user, a user contract with ReKla.Me is concluded.

2.8 The contractual partner of the user is Rekla.Me UG, Graditzer Straße 26, 50735 Cologne.

## §3

### **Cancellation policy**

Consumers have a legal right of withdrawal when concluding a distance contract, which Rekla.Me informs about in accordance with the legal requirements as follows. The exceptions to the right of withdrawal are regulated in § 3.2. The cancellation form can be found in § 3.3.

### **Cancellation policy**

#### **Right of withdrawal**

You have the right to cancel this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract. To exercise your right of withdrawal, you must,

Rekla.Me UG

Graditzer Street 26,

50735 Cologne

E-Mail: [support@rekla.me](mailto:support@rekla.me)

telephone number: 0221-95490225

by means of a clear declaration (e.g. a letter sent by mail, fax or e-mail) about your decision to revoke this contract. For this purpose, you may use the enclosed sample revocation form, which, however, is not mandatory.

In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the expiry of the cancellation period.

#### **Consequences of the revocation**

If you revoke this contract, we will reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

3.2 In the case of a contract for the delivery of digital content that is not on a physical data carrier, the right of withdrawal shall also expire when Rekla.Me has begun to execute the contract.

3.3 Rekla.Me informs about the model withdrawal form according to the legal regulation as follows:

## Sample cancellation form

(If you want to cancel the contract, please fill out and return this form):

To:

Rekla.Me UG

Graditzer Street 26

50735 Cologne

or print it out and send it separately by e-mail to

[support@rekla.me](mailto:support@rekla.me)

- I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/provision of the following service (\*)
- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of consumer(s) (only in case of paper communication)
- Date

\_\_\_\_\_

(\*) Delete where not applicable.

## §4

### Requirements for participation in campaigns

4.1 The prerequisite for participation in campaigns is the activation of the user account according to § 2 above, including the connection with the Instagram account of the user. Subsequently, the User can actively search for campaigns of partner companies via the app REKLA.ME or he was made aware of a campaign via a flyer, a link or a QR code or via e-mail. The user can participate directly in an open campaign, in a closed campaign only after activation as described under § 1.4.

4.2 Within the scope of a campaign, the user can share a post or a story about a campaign product. The user is obligated to use the hashtag or sticker or link provided by the partner company for the campaign or to ensure that the campaign product is recognizable in the post or story if this is specified in the campaign conditions of the partner company.

4.3 The user must also observe the conditions specified by the partner company for a campaign. These are displayed in the campaign detail view before participation in a campaign.

4.4 The user will present the campaign product in a positive manner without Rekla.Me specifying wording or presentation. The user will ensure that the contributions are clearly distinguished from editorial contributions and are clearly recognizable and marked as advertising.

4.5 When sharing posts or stories, the user must observe the principles listed in § 5 below.

4.6 The user further ensures that no third persons other than himself are depicted in the contributions and assures that the persons depicted are himself and not third parties.

4.7 Me reserves the right to exclude a user from participating in a campaign or to block a user account if a partner company notifies ReKla.Me or a third party of a violation of rights, in particular a violation of the principles described in § 5, or if a third party asserts a claim against ReKla.Me for the violation of its name, trademark, copyright, image, design or data protection rights.

4.8 After the Posts or Stories have been uploaded by Users to Instagram, they will be verified by ReKla.Me. The object of this verification is the design and quality of the posts as well as the check whether the campaign conditions of the partner company as described in the campaign detail view as well as the links, hashtags or stickers provided by the partner company for the campaign are included and the campaign product is recognizable in the post or story, if and insofar as the partner company has specified this in the campaign conditions. The decision as to whether a post is successfully verified lies exclusively with ReKla.Me. A claim of the user against ReKla.Me for confirmation of a post as "verified" does not exist. Verification takes place within 48 hours after the user has shared the post or story on Instagram. If a user's posts or stories do not meet these requirements, ReKla.Me will point this out to the user. The entitlement to participate in a fundraising campaign or to payment of the cashback in accordance with § 9 below shall cease to apply. Participation in other campaigns remains possible thereafter. If the user does not meet the specified requirements for the post and stories three (3) times in a row, ReKla.Me reserves the right to block the user account.

4.9 Regardless of the principles set forth herein, the User shall comply with those of Instagram, for which the User shall bear full responsibility.

4.10 The verification of the posts by ReKla.Me does not include a legal review of name, trademark, copyright, design or data protection or rights to one's own image of third parties or compliance with the principles under § 5 below. Irrespective of the verification, ReKla.Me is therefore entitled to block or delete individual posts or stories at any time, for example if there is a suspicion that they violate applicable law or the rights of third parties, in particular the aforementioned rights, or if a claim is made against ReKla.Me by third parties due to such a violation of rights.

4.11 ReKla.Me strives for a trouble-free operation of the platform. This is naturally limited to services over which ReKla.Me has an influence. ReKla.Me may restrict access to the Platform and thus Campaigns in whole or in part, temporarily or permanently, due to maintenance work, capacity issues and other events beyond its control. The user will be informed accordingly.

## §5

### **Requirements for posts or stories**

5.1 The user undertakes to ReKla.Me not to upload any posts or stories on Instagram, which by their content or form or design or in any other way violate applicable law or morality. In particular, the user undertakes to comply with applicable law, such as criminal law, competition law and the law for the protection of minors, when sharing posts or stories and not to violate any rights of third parties, in particular name rights, trademark rights, copyrights, image rights or data protection rights.

5.2 It is not permitted to distribute content that is

- Racism
- glorification of violence and extremism of any kind

- incitement and instigation to criminal acts and violations of the law, threats against life, limb or property
- incitement against persons or companies
- statements that violate personal rights, slander, defamation and defamation of character to the detriment of users and third parties
- violations of the law of fair dealing, especially in the case of omitted influencer labeling
- copyright infringing content or content that infringes other intellectual property rights
- sexual harassment of users and third parties
- pornography
- offensive, sexist, obscene, vulgar, vile or disgusting language and expressions
- contain religious and/or political themes

depict, concern or involve. This also applies if the respective content does not violate applicable law, the rights of third parties or morality.

5.3 It is also a violation of privacy and therefore illegal to remove the anonymity of other users or to disclose information of other users from private messages, e-mails or chats that are not intended for the public. Users may not include any information in their posts or stories or otherwise disclose any information that could reveal the identity of another user or that the user has received from other users exclusively in private messages, e-mails or chats.

5.4 Content protected by copyright may only be included verbatim in posts or stories without the consent of the respective copyright holder within the scope of the applicable quotation law. Quotations are to be marked by highlighting using the quotation function and quoting the source.

5.5 With regard to the use of the User's Instagram account, the terms of use of Instagram shall apply.

## §6

### Duties of the user

6.1 The User shall refrain from any activity that is likely to impair the operation of the platform or the technical infrastructure behind it. This includes in particular:

the use of software, scripts or databases in connection with the use of the app REKLA.ME; the automatic reading, blocking, overwriting, modification, copying of data and/or other content, unless this is necessary for the proper use of the App REKLA.ME.

6.2 If there are any disruptions in the use of the App REKLA.ME, the platform or its functionalities, the User shall notify ReKla.Me of such disruption without undue delay. The same applies if the User obtains information about content published by third parties that obviously violates applicable law or the rights of third parties.

6.3 The user is obliged to handle the log-in data for his user account with care. In particular, the user is prohibited from disclosing the log-in data to third parties and/or allowing third parties to access the user account with their own log-in data or by circumventing the log-in data.

6.4 If the User violates its obligations under paragraph 3 above and its User Account is used by third parties, the User shall be liable for all activities that take place using its User Account. The user is not liable if he is not responsible for the misuse of his user account.

6.5 The user assures that the user data used for the creation of his user account are correct and complete.

6.6 The contract language is exclusively German.

6.7 In any communication of the user with other users, any contractual relationships arise exclusively between the users involved. Rekla.Me is neither a representative nor does Rekla.Me itself become a contractual partner.

## §7

### **Rights to use posts and stories**

7.1 The user grants Rekla.Me an irrevocable, transferable, sublicensable, non-exclusive, non-exclusive right of use to the posts and stories, unlimited in terms of space, time and content, to third parties, in particular the partner companies. This right of use includes advertising and marketing measures with regard to the campaign products of the partner companies, in particular to reproduce, distribute, publicly reproduce and make publicly available, in particular via the Internet, including other social media channels in addition to Instagram, as well as the right to edit and redesign them. This granting of rights includes in particular the unlimited right of the Partner Companies to make the contributions or parts thereof, including the photographs, videos, graphics and texts contained therein, publicly accessible and available on the website of the respective Partner Company, to reproduce and distribute them, to copy and distribute them on all known storage media, such as DVDs, HD storage media, flash memory cards, USB sticks, etc., and to use them for flyers, brochures, catalogs or other documents, advertising measures and advertisements.

7.2 The User waives the right to the naming of the author.

7.3 All rights to the content of the REKLA.ME app as well as the platform are held by Rekla.Me. The User is prohibited from copying, distributing and/or publishing content that Rekla.Me, other Users or third parties share via the REKLA.ME app. The distribution and/or public reproduction of content of the App REKLA.ME or the Platform without the consent of Rekla.Me is.

## §8

### **Nutzungsrechte an der App REKLA.ME**

8.1 The REKLA.ME app and the content, services and functionalities provided by it are protected by copyright.

8.2 For the term of the User Agreement, the User shall be granted a non-exclusive, non-sublicensable, non-transferable right, limited in time, place and content, to use the App REKLA.ME as well as the services, content and functionalities provided by it in accordance with these Terms of Use.

8.3 The User is not permitted to copy, edit, revise, modify, decompile, rework or convert the REKLA.ME app.

8.4 The mandatory rights according to § 69g para. 2 in conjunction with. § Section 69d (2), (3), (5), (7) and Section 69e UrhG shall remain unaffected.

8.5 The rights of use for the use of Instagram are determined by the terms of use and contractual provisions that the User has agreed with Instagram.

## §9

### Fundraiser or cashback

9.1 For the sharing of posts or stories on Instagram as well as the granting of the rights of use according to 7, the user receives after successful verification by Rekla.Me for each participation in a campaign either the opportunity to participate in a donation campaign or to have a cashback paid out. The amount of the donation as well as the cashback will be displayed to the User before participating in the respective campaign.

9.2 The amount displayed is always a gross amount. There is no additional claim to sales tax. The user is responsible for fulfilling his tax obligations.

9.3 If the user decides to participate in a fundraising campaign, Rekla.Me will donate the displayed amount to the charitable organization displayed in the context of the respective campaign. A claim for payment of a cashback is not established in this case. The user will be notified of the donation made. A donation receipt will not be issued.

9.4 If the User decides to receive a cashback, it will be paid to the User's PayPal account by Rekla.Me in the amount specified.

9.5 The parties agree that with the participation of the User in the fundraising campaign or with the payment of the cashback all services of the User according to these Terms of Use are compensated. A separate claim to remuneration is therefore excluded, if and insofar as this is not contrary to mandatory statutory provisions.

9.6 Participation in a fundraising campaign is excluded or a claim to payment of the cashback does not exist if the User's Contribution has not been successfully verified by Rekla.Me. In this case, Rekla.Me shall not receive any rights of use to the Contributions and shall not be entitled to make these Contributions available to the Partner Company.

## §10

### Updates

10.1 If the User installs the REKLA.ME app from the App Store or Google Play Store on his smartphone, he will receive the latest version of the REKLA.ME app at the time of download and installation.

10.2 In addition, Rekla.Me shall provide the User with regular updates during the term of this User Agreement. Updates within the meaning of these Terms of Use are updates to maintain the functionality of the App REKLA.ME as well as security updates.

10.3 Rekla.Me shall provide the User with updates to maintain the functional capability of REKLA.ME if and to the extent that they are necessary to enable the User to continue to use the REKLA.ME app without interruption.

10.4 In addition, ReKla.Me shall provide security updates as required to ensure not only the functional suitability but also the security of the use of the REKLA.ME App, and which have become necessary due to new security-related or cybersecurity risks.

10.5 The User is obliged to install the updates. ReKla.Me shall not be responsible for any limitations in the functionality of the REKLA.ME App due to the User's failure to install updates, and ReKla.Me shall not assume any warranty.

10.6 ReKla.Me will inform the User by e-mail about the availability and provision of Updates, as well as the consequences that failure to install them may entail.

## **§11**

### **Change of the functionalities of REKLA.ME**

All information on the processing of personal data of users in connection with the use of the REKLA.ME app can be found in the privacy policy of ReKla.Me. This is available at [www.rekla.de](http://www.rekla.de).

## **§12**

### **Liability**

12.1 ReKla.Me shall be liable without limitation for intent and gross negligence as well as in accordance with the Product Liability Act. ReKla.Me shall be liable for slight negligence in the event of damage resulting from injury to life, body and health of persons.

12.2 In all other cases, ReKla.Me shall be liable for slight negligence only in the event of a breach of a material contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract of use and on the observance of which the user may regularly rely (cardinal obligation). The liability for slight negligence is limited to the amount of damages foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected. This limitation of liability shall also apply in favor of the vicarious agents of ReKla.Me.

12.3 ReKla.Me assumes no liability for the use of third-party services, esp. Instagram. Third party provider, esp. Instagram, is responsible for this.

## **§13**

### **Indemnification claim**

The user indemnifies ReKla.Me and its employees or agents in the event of a claim due to an alleged or actual infringement and/or violation of third party rights, in particular in the event of a violation of § 4.6 and/or § 5 above, from all third party claims arising from actions of the user in connection with the use of the app REKLA.ME and for which the user is responsible. In addition, the user agrees to reimburse ReKla.Me for all costs incurred by ReKla.Me as a result of claims by third parties. Reimbursable costs also include the costs of a reasonable legal defense, including all legal fees and court

costs.

## **§14**

### **Privacy**

All information on the processing of personal data of users in connection with the use of the REKLA.ME app can be found in the privacy policy of Rekla.Me. This is available at [www.rekla.de](http://www.rekla.de).

## **§15**

### **Contract duration/termination Release of content**

15.1 The term of this User Agreement is initially limited to one year. It shall then be automatically extended for an indefinite period of time unless one of the parties terminates the agreement with one month's notice to the end of the contractual year. Subsequently, the user may terminate the user contract at any time with a notice period of one month, Rekla.Me with a notice period of three months. The right of termination without notice for good cause for both parties remains unaffected. The termination must be declared in text form. For this purpose, the User may use the e-mail address of Rekla.Me specified under 3.

15.2 Upon termination of the User Agreement, the User shall no longer have access to his User Account and to the Posts or Stories shared via the REKLA.ME app. However, Rekla.Me is obligated to provide the User with the Posts/Stories shared by him, insofar as Rekla.Me has the corresponding media files, on a structured, common and machine-readable format. The use and/or release of the posts and stories shared on Instagram remains unaffected by this and is governed exclusively by the contractual relationship between the user and Instagram.

15.3 Upon termination of the user contract, the user account will be deleted. The deletion of personal data of the User is governed by provisions in the Privacy Policy.

## **§16**

### **Amendment of the terms of use**

16.1 Me is entitled to amend or supplement provisions of these Terms of Use at any time with effect for the future, insofar as this is necessary due to legal or functional adjustments to the REKLA.ME app, the platform or other IT infrastructure, in particular in the event of technical changes.

16.2 An amendment or supplement shall be announced to the User by e-mail at least six weeks before it takes effect, which shall contain the amended or supplemented terms and conditions in detail or the new version of the terms and conditions as a whole.

16.3 If the User does not object to the change or amendment within 30 days of receipt of this e-mail and continues to use the REKLA.ME app, this shall be deemed to be consent to the change or amendment; Rekla.Me shall refer to this separately in the announcement.

## **§17**

### **Final provisions**

17.1 Should individual provisions of this User Agreement be or become invalid, the validity of the remainder of the Agreement shall not be affected.

17.2 The services of Rekla.Me are provided exclusively on the basis of these Terms of Use.

17.3 The law of the Federal Republic of Germany shall apply to this User Agreement to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the consumer is domiciled outside the Federal Republic of Germany, the mandatory consumer protection provisions of the country in which he is domiciled shall remain unaffected.

17.4 The place of jurisdiction shall be the place of residence of the consumer.

Alternative Dispute Resolution pursuant to Art. 14 (1) ODR Regulation and § 36 VSBG:

The European Commission provides a platform for online dispute resolution (OS), which the User can find at <https://ec.europa.eu/consumers/odr/>. We are not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board. Under this link you will find the contact details of the official dispute resolution bodies: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.adr.show>