

GTC BlogBar for entrepreneurs

§ 1 General provisions

-1- The BlogBar Digital Network UG (haftungsbeschränkt), Krausstr. 1, 63897 Miltenberg, Germany (in the following: "BlogBar"), represented by the managing director Axel Sommer, operates an online marketplace (hereinafter "Marketplace") under the website <https://www.blogbar.eu> (email: cheers@blogbar.eu), through which companies and agencies (hereinafter "Companies") can post cooperation offers for product placement/advertising and for the execution of which users (hereinafter "Influencers" (m/f/d) of the Marketplace can apply upon proper registration. In addition, BlogBar offers companies a search engine which enables them to identify the appropriate influencer by means of various filter options and to contact it directly for advertising cooperations. Influencers can be consumers within the meaning of § 13 BGB as well as entrepreneurs within the meaning of § 14 BGB.

-2- These terms and conditions apply to the entire business relationship between BlogBar and the companies. Differing, conflicting or supplementary conditions will only become part of the contract if BlogBar has expressly agreed to their validity. Individual agreements between BlogBar and companies take precedence over these GTC. In this case, a written contract or written confirmation must be prepared.

-3- BlogBar communicates with the companies regularly via email. The company agrees to the communication by registering on BlogBar. The company may prohibit or restrict communication after registration. This must be done in writing.

§ 2 Registration and use of the website

-1- The basic version of the BlogBar Network is free for businesses to use and does not require registration.

-2- Use of the BlogBar Network in the Enterprise Pro or Prime version requires registration with a user account that can be accessed via a password. This password may not be passed on to any person other than an authorized employee of the company and the user account may not be transferred to third parties. In addition, the Company must adequately protect the password against unauthorized access by third parties. The costs of registration are based on the current price of the selected package.

-3- In order to set up a user account, the Company must truthfully enter at least the required mandatory data. Mandatory data are company, email address and name of the contact person, address, password and VAT identification number. BlogBar has the right, but not the obligation, to verify the accuracy of this information. The company is obliged to keep its mandatory data up to date at all times. In addition, it can view, edit, change and delete them at any time in its user account.

-4- After entering the mandatory data, the company must accept the validity of the GTC and the data protection declaration by ticking the appropriate box and click on the "conclude contract" button. By clicking on the button, the company makes a binding offer to conclude a contract and transmits the data entered to BlogBar. After transmission of the entered data BlogBar sends an email (registration confirmation) to the email address deposited by the company to confirm that the registration has taken place and to complete the registration. By clicking on the contained link, the company confirms that it is the actually authorized company (so-called double opt-in procedure) and completes the registration. However, a legally binding contract is not yet concluded as a result of this.

-5 - The company must ensure that it does not transmit any content with viruses, Trojans or other malware that could damage the system of BlogBar. In the event of culpable infringement, the company undertakes to compensate BlogBar for any damage.

-6 - BlogBar has the right to change the terms and conditions during the term of the contract. In this case the company will receive the amended terms and conditions in text form by email. If the company does not object to the changes within six weeks of receipt of the amended GTC, the changes shall be deemed accepted. In the event of a change to the GTC, the company will be informed again of this deadline. If the company objects to the changes, BlogBar has the right to terminate the contract and exclude the company from using its network. Should BlogBar make use of its right of termination and terminate the contract prematurely, the Company will be refunded its usage fee paid proportionately according to the shortened contract period.

§ 3 Conclusion of contract and services of BlogBar

-1- BlogBar reserves the right to review the Company prior to entering into any Contract and to decide at its sole discretion whether to permit use of the BlogBar Network. A claim to participation or registration or activation for the website does not exist prior to conclusion of the contract. The admission for use does not imply any legal claim of the company against BlogBar for any contact with influencers and/or for the conclusion of cooperation agreements with an influencer. BlogBar's responsibility is limited to providing the technical requirements for using the BlogBar Network.

-2- BlogBar strives to provide users with the online platform without interruption. However, there is no entitlement of the users to an uninterrupted use of the online platform. In particular, maintenance, security and capacity concerns as well as events beyond the control of BlogBar (e.g. disruptions of public communication networks, power failures, etc.) can lead to short-term disruptions or temporary suspension of the online platform.

-3- BlogBar provides a marketplace or search engine and does not itself act as an intermediary. For contents and offer is responsible the enterprise, which stopped a co-operation offer on the market place.

4- The offers published on the BlogBar Marketplace are non-binding offers. If the influencer finds a suitable cooperation offer, he can apply directly to the company using the contact details provided by the company. BlogBar does not accept offers and does not forward them.

-BlogBar does not guarantee the correctness of the data published by the influencers. The accuracy of the information is the responsibility of the influencers.

-6 - The company's posting of cooperation offers in the BlogBar marketplace does not constitute a legal claim by the company against BlogBar for applications by influencers to these offers and/or for the actual conclusion of a cooperation with the influencers. The decision to apply and/or accept an offer is made by the influencers alone.

-7- Direct communication takes place exclusively between the companies and the influencers. BlogBar will stay out of the negotiations, understandings and agreements.

-8- BlogBar does not provide any mediation services for the companies. A requirement of the enterprises on the achievement of incomes/successes over the BlogBar network does not exist.

§ 4 Services provided by the company

-1- The company is committed to formulating the cooperation opportunities as accurately as possible so that the influencer can identify what type of content is expected. The duration of the posting is determined between the influencer and the company.

-2- The company undertakes not to transmit any content that is contrary to good morals and/or applicable law. This includes infringements of industrial property rights such as trademark rights, copyright and competition law, as well as criminal law provisions. Furthermore, the company undertakes not to call for the creation of corresponding postings with offensive, pornographic, racist or discriminatory content. In the event of a breach of these obligations, BlogBar may terminate the Company's access to the BlogBar Network with immediate effect. A refund of the conclusion fees paid for the Pro or Prime packages is excluded in this case.

§ 5 Remuneration

-1- The use of the BlogBar network is only charged in the Pro or Prime version for companies. The costs depend on the valid price of the selected package.

-2- The fees for the selected package are one-time. For the use of the BlogBar network BlogBar does not charge any further fees to the company. There are no commissions, agency fees, service fees or other costs or remunerations.

-3- If a cooperation between influencer and company is established due to the use of the BlogBar network, the conditions will be negotiated directly between influencer and company and the remuneration will be paid by the company directly to the influencer.

§ 6 Assurance and granting of rights

The mutual granting and/or assignment of rights, the influencers and companies agree among themselves. BlogBar is not involved here.

§ 7 Warranty and liability

-1- BlogBar offers companies the possibility of using the BlogBar network to conclude contracts with influencers. BlogBar will make the network available according to the state of the art. This means that interruptions and/or restrictions in the usability of the network may occur, in particular within the scope of maintenance or other service measures or due to force majeure. In the event of such short-term interruptions, the company shall not be entitled to any compensation.

-2- BlogBar does not act as an intermediary between the Company and the Influencers. Therefore, BlogBar is not liable for the proper provision of services by the influencer. It is therefore the sole responsibility of the company to ensure the proper provision of services with the influencer by means of an appropriate contract design, which in particular contains a sufficiently concrete service description.

-3- BlogBar is not obliged to check the image, speech, video and text content of the influencer or the companies and is therefore not liable for the content created by the influencer (video, image, speech, text content) to meet the requirements of the briefing. In addition, the influencer is solely responsible for the correctness of the project data, identities, etc. and content he/she has stored.

-4- BlogBar is not liable for the correctness of the influencer's information.

-5- In all other respects BlogBar is liable without limitation according to the legal regulations

- for damage to life, body and health,
- for intentional and grossly negligent breaches of duty,
- for the breach of essential contractual obligations (obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely),
- for damages covered by liability under the Product Liability Act,
- as well as in the context of any guarantees assumed by BlogBar.

BlogBar is only liable for damage to property and financial loss caused by simple negligence if the damage is typically associated with the contract and predictable. In addition, BlogBar is liable for damages that are to be compensated by BlogBar due to mandatory legal regulations. The limitations of liability also apply to vicarious agents of BlogBar. A further liability of BlogBar does not exist.

§ 8 Campaign process and procedure

- 1- BlogBar offers companies the opportunity via the BlogBar network to offer projects/product placement/advertising/cooperations to influencers via the BlogBar marketplace. It is necessary for the companies to provide the required information in full so that influencers can find the cooperation that is right for them and apply for it.
- 2- Influencers can search this marketplace for a suitable campaign and apply for the campaign directly to the companies using the contact details provided. In addition, BlogBar also offers companies/agencies the BlogBar search engine via the BlogBar network, which enables companies/agencies to find the right influencer for their requirements through various filter options. After a successful search, the companies/agencies can contact the influencers directly in order to offer a suitable campaign/cooperation.
- 3- If the company accepts the influencer's application, the influencers will discuss the campaign process, general conditions and all other details as well as the conditions and remuneration directly with the company. BlogBar is not involved in these negotiations. The contractual relations between the influencer and the companies/agencies with regard to individual cooperations and campaigns are also initiated, concluded and fulfilled without the involvement of BlogBar. The service provision defined between the companies/agencies and influencers is owed exclusively by the respective influencer and not by BlogBar.
- 4- The company undertakes to act in accordance with the law when carrying out the campaign and, in particular, not to use or demand any content or means that are punishable by law or otherwise violate legal regulations.

§ 9 Term/termination

- 1- The term of the contract shall be determined by the agreement reached at the time of conclusion of the contract. However, the company may delete its user account at any time without giving reasons.
- 2- Both parties may terminate the contractual relationship before the end of the agreed term for good cause.
- 3- An important reason for the termination of the company exists in particular if
 - a. the company Influencer requests the dissemination of illegal or punishable content,
 - b. seriously or repeatedly violates its contractual obligations and does not discontinue the breach of contract despite a warning,
 - c. is in default with the payment of the remuneration owed by him to BlogBar or an influencer and does not pay the remuneration even after expiry of an appropriate payment period.
- 4- BlogBar may temporarily block the company's user account with or without prior notice if it is suspected that the company has violated its contractual obligations. The company may be informed by BlogBar about the blocking, the reason for the blocking and the possibilities of unblocking.

§ 10 Data protection

BlogBar processes the personal data stored by the companies and influencers in accordance with the legal requirements. You can find out more about this in the data protection declaration.

§ 11 Final provisions

- 1- Place of performance for all obligations arising from this contract and exclusive jurisdiction for actions against BlogBar is the seat of BlogBar. However, BlogBar has the right to sue the company at its registered office.
- 2- The business relationship between BlogBar and the Company shall be governed by the laws of the Federal Republic of Germany. The validity of the UN Convention on Contracts for the International Sale of Goods as well as international private law is excluded.
- 3- The contract language is German.
- 4- Should individual provisions of these GTC be invalid in whole or in part, the validity of the remaining GTC shall not be affected. The ineffective provisions shall be replaced, if any, by the corresponding statutory provisions.