



**Terms of Use and Business Conditions for SEA Safeguard  
Bloofusion Germany GmbH – Elbersstr. 8, 48282 Emsdetten**

as of June 2023 (Version 1.1)

**Inhaltsverzeichnis**

1	Scope and Subject Matter of the Contract .....	2
2	Conclusion of Contract, Creation of a Customer Account and Connection to Advertising Platforms .....	3
3	Trial Period .....	4
4	Granting of Rights; Prohibitions.....	5
5	Data Security .....	6
6	Special Customer Obligations.....	7
7	Updates.....	8
8	Availability of Safeguard SEA .....	8
9	Warranty .....	9
10	Liability.....	9
11	Indemnification against liability .....	10
12	Remuneration, Billing and Default of Payment .....	10
13	Term and Termination .....	11
14	Consequences of the Termination of the Contract .....	11
15	Final Provisions.....	12

## 1 Scope and Subject Matter of the Contract

- 1.1 Bloofusion Germany GmbH – Elbersstr. 8, 48282 Emsdetten (hereinafter also: “Bloofusion” or “we”) has developed the software SEA Safeguard (hereinafter also: “Software Product” or “SEA Safeguard”) for the monitoring of online marketing activities, which it makes available to commercial customers (hereinafter “Customers”) as “Software as a Service” via the Internet (app.sea-safeguard.com). The use of SEA Safeguard is subject to these Terms of Use and Business Conditions (hereinafter referred to only as “Terms of Use”).
- 1.2 These Terms of Use shall apply to all contracts concluded between Bloofusion and the Customer for the use of SEA Safeguard (hereinafter referred to as “Software Usage Contracts”), even if they are not expressly agreed upon again in the context of subsequent Software Usage Contracts.
- 1.3 With the acceptance of these Terms of Use a Data Processing Agreement (DPA) according to Art. 28 para. 3 DSGVO is concluded between the Customer and Bloofusion Germany GmbH.
- 1.4 Subject to any individual agreements to the contrary, these Terms of Use and, if used, the terms and conditions of the Order Form shall apply exclusively. The terms and conditions of the order form shall have precedence in the event of overlaps or contradictions with these Terms of Use.
- 1.5 General terms and conditions of the Customer shall only become part of the contract if Bloofusion expressly agrees to them in writing. If Bloofusion allows the Customer to use SEA Safeguard in knowledge of deviating terms and conditions of the Customer, these deviating terms and conditions shall nevertheless only apply with the express written consent of Bloofusion.
- 1.6 The offer to use SEA Safeguard is exclusively directed to entrepreneurs in the sense of Section 14 of the German Civil Code (BGB), i.e. natural or legal persons or partnerships with legal capacity, who act in the exercise of their commercial or independent professional activity at the time of the conclusion of the contract.
- 1.7 Bloofusion is entitled to change or extend these Terms of Use at any time with effect for the future, as far as this appears necessary to Bloofusion and does not affect the Customer contrary to good faith. Modifications or amendments (hereinafter: “Modifications”) of the Terms of Use may be necessary in particular in case of technical innovations, further developments and upgrades of the SEA Safeguard, as well as for the adaptation to a changed legal situation, which also includes recent court decisions. The customer will be notified of any change in a suitable manner in text form at least six (6) weeks before the change takes effect. The reference to the amendment of the Terms of Use shall usually be made by e-mail or within the customer account, but at least when the customer logs in to his customer account the next time. The Customer has the right to accept the change or to object to it within an objection period of six (6) weeks after the announcement of the upcoming change and the possibility to inform Bloofusion about his objection. In case of a timely objection, the previous Terms of Use shall continue to apply. If the Customer does not object to the change within the objection period or if he continues to use SEA Safeguard thereafter, the change is deemed accepted and becomes part of the contract. Bloofusion will inform the Customer about the possibility of objection, the objection period as well as the legal consequences, in particular with regard to an omitted objection, at the time of the announcement of the change.
- 1.8 You can retrieve, save and print the currently valid Terms of Use on our website at <https://www.sea-safeguard.com/en/terms-conditions>.
- 1.9 The service of Bloofusion essentially consists in granting the possibility to use SEA Safeguard by accessing the data center provided by the Provider via the Internet. The transfer point for the SaaS services is the router output of the data center used by Bloofusion to the Internet. SEA Safeguard, the computing power required for the use of SEA Safeguard and the storage and data processing space required for the operation of SEA Safeguard and the storage of the data entered by the Customers are provided by Bloofusion. Bloofusion does not owe the establishment and maintenance of the data connection between the IT systems of the Customer and Bloofusion.



1.10 SEA Safeguard is a software for monitoring advertising campaigns on online advertising platforms (such as Google Ads). SEA Safeguard explicitly only serves as a supporting tool. No guarantee can be given for a complete monitoring. The functioning of SEA Safeguard depends on the proper functioning of the corresponding interfaces/API of the online advertising platforms, which are not within the sphere of influence of Bloofusion; in case of a failure of the interfaces, SEA Safeguard may not be able to report error messages. Further descriptions and specifications, if available, can be found on the SEA Safeguard website.

## **2 Conclusion of Contract, Creation of a Customer Account and Connection to Advertising Platforms; Access Data and Access Blocking**

2.1 In the absence of contrary provisions in individual cases, the contract for the use of SEA Safeguard is concluded online. By registering, the Customer makes a binding offer to use SEA Safeguard. Upon successful registration, the Customer receives a confirmation e-mail with a confirmation link to verify the registration. Upon successful verification, the contract is concluded and the Customer will be able to use the services of SEA Safeguard.

2.2 After the conclusion of the contract, an individual customer account will be set up for the customer. For the setup of the Customer Account, the Customer shall provide Bloofusion with the data requested in the setup process. If these data or other data required for the proper execution of the contract change, the Customer shall inform Bloofusion without delay about these changes.

2.3 After the creation of the Customer Account, the connection to SEA Safeguard will be established.

2.3.1 For this purpose, an active account with the online advertising platform (Google Ads), previously set up by the Customer, is required. The Customer is responsible for compliance with the relevant terms of use and other binding regulations of the respective managed online advertising platform. The use of the SEA Safeguard is explicitly not intended to violate regulations of the online advertising platforms; such use is neither accepted nor supported by Bloofusion.

2.3.2 The connection to individual Online Advertising Platforms depends on the respective specifications and technical requirements of the marketing programs of the individual Online Advertising Platforms. The Customer must ensure that hardware and software requirements including a sufficient Internet connection are met.

2.3.3 For the connection, an authorization of the Customer for the use of his data by Bloofusion within the framework of the Online Advertising Platform is required. The Customer shall ensure that Bloofusion is granted all necessary authorizations.

2.3.4 The Customer shall provide Bloofusion with the information required to establish the connection. If the information is not provided or not provided correctly, the use of the SEA Safeguard will not be possible.

2.3.5 For the monitoring of the accounts of the Customer with the Online Advertising Platforms, Bloofusion shall be granted access by the Customer in accordance with the authentication protocols of the respective Online Advertising Platform. Bloofusion requires an access for each account to be optimized on an Online Advertising Platform which is granted for administrative accounts or individual accounts in order to ensure a maximum transparency and clarity of the process.

2.4 The system requirements of SEA Safeguard shall be taken into account by Customer. The Customer acknowledges that optimal performance can only be achieved if the Customer uses the most recent versions of the compatible browsers.

2.5 The Customer is responsible for maintaining the confidentiality of the password to his Customer account. Even if the customer is provided with different accounts for different users, the customer is responsible for all actions taken using the respective accounts.

2.5.1 The Customer must keep his password secret, not disclose the access data to third parties and take the necessary measures to ensure confidentiality.

- 2.5.2 Bloofusion is entitled but not obligated to change the Customer's password in case of sufficient suspicion of misuse or loss of the Access Data or to block 13.4 If the contract is terminated prematurely due to a circumstance for which the Customer is responsible, Bloofusion may claim damages.
- 2.5.3 In case of misuse or loss of the Access Data or a corresponding suspicion, the Customer is obligated to notify Bloofusion without undue delay by e-mail under the e-mail address support@sea-safeguard.com.
- 2.5.4 If this notification is made in such a way that Bloofusion is able to check the matter within a reasonable period of time, but at least 2 working days, and to change the Access Data or to block the Customer Account as a precautionary measure, any damages incurred after the expiration of this period of time due to the loss of the Access Data or a possible misuse will not be attributed to the Customer. If the notification is not made in time, any damages shall be attributed to the Customer, unless the Customer is not responsible for the loss of the access data or the misuse.

### **3 Trial Period**

- 3.1 If Bloofusion initially offers the Customer a trial period, the Customer may use the SEA Safeguard during this period (if applicable partially) free of charge.
- 3.2 If the trial period expires without the Customer changing to a paid model, the Customer Account will be deactivated by Bloofusion and data of the Customer will be deleted.
- 3.3 It is not permitted to register for a trial period again after the expiration of a trial period. After the expiration of a trial period, a further use of the SEA Safeguard requires the conclusion of a fee-based contract.
- 3.4 During the trial period these Terms of Use shall apply with the proviso that Bloofusion shall only be subject to the statutory provisions on lending (§§ 598 German Civil Code) with regard to liability and warranty. Guarantees and warranties regarding the SEA Safeguard or its availability are not given for this period.
- 3.5 Both parties are entitled to terminate the trial period prematurely without notice.



## 4 Granting of Rights; Prohibitions

### 4.1 Rights of Use

- 4.1.1 Bloofusion grants the Customer for the term of the contract the non-exclusive (simple), non-transferable, non-sublicensable right to use the SEA Safeguard for the purposes and under the conditions specified in the service description and in these Terms of Use as Software as a Service (SaaS) via the Internet.
- 4.1.2 SEA Safeguard shall not be provided in any other form. In particular, Customer has no claim to the surrender of the source code of SEA Safeguard.
- 4.1.3 Any form of decompilation, reverse engineering or other measures to decompose SEA Safeguard into individual parts or components is prohibited. Sections 69d, 69e of the German Copyright Act (UrhG) remain unaffected.
- 4.1.4 Beyond the rights granted herein, the Customer is not entitled to use the SEA Safeguard or to make it available to third parties. Likewise, a transfer of the rights of use or the granting of a possibility of use to third parties is not permitted.
- 4.1.5 Bloofusion is entitled to prohibit the use of the SEA Safeguard with immediate effect if and as long as there are objective indications for a use of SEA Safeguard contrary to these Terms of Use or other misuse of SEA Safeguard by the Customer.
- 4.2 SEA Safeguard may only be used for its intended use. Exploitation or spying by means of other software is not permitted. Likewise, it is prohibited to copy, pass on, send or publish the available data of SEA Safeguard not brought in by the Customer, unless SEA Safeguard expressly provides such a function or this is necessary for the intended use of SEA Safeguard.
- 4.3 Insofar as Bloofusion provides new versions, updates or upgrades of SEA Safeguard during the term of the Agreement, the aforementioned right of use shall always only apply to the most current version of SEA Safeguard as provided by Bloofusion as SaaS.



## 5 Data Security

- 5.1 The Customer shall always create backup copies on his own data carriers of all his data, no matter of what kind, provided that he himself transmits them to Bloofusion. The software products developed by Bloofusion are as Software as a Service products not developed for the permanent storage or archiving of data and may therefore not be used for this purpose.
- 5.2 The Customer is aware that the SEA Safeguard of Bloofusion are permanently connected to the internet and therefore potentially exposed to attacks at any time. An equivalent or even complete protection of data to an offline backup solution is technically not possible on such an infrastructure, even though Bloofusion has very high demands on its own security infrastructure.
- 5.3 In the event of a loss of data, the Customer shall provide Bloofusion with the relevant data again free of charge or enable access to the data so that Bloofusion can continue to meet its performance obligations under this Agreement.
- 5.4 The Customer is obligated not to take any measures which could impair or endanger the stability and security of SEA Safeguard, the infrastructure used or the managed Online Advertising Platforms, unless this necessarily results from the contractual use of SEA Safeguard or managed Online Advertising Platforms.
- 5.5 If the Software Usage Agreement is terminated without warning and prematurely through no fault of the Customer, Bloofusion will grant the Customer a reasonable period of time to back up its data. This shall not apply if the termination has occurred due to a serious breach of contract by the Customer, which makes a continuation of the contract unreasonable for Bloofusion.



## 6 Special Customer Obligations

- 6.1 The Customer is obliged to pay the remuneration as agreed.
- 6.2 All data provided by the Customer upon the conclusion of the contract must be correct and complete and must be kept up to date at all times.
- 6.3 The Customer is obligated to ensure that any employees who use SEA Safeguard are appropriately qualified and trained.
- 6.4 The Customer is obligated to check the general functionality of SEA Safeguard on a regular basis, but at least once per month. Suggestions by SEA Safeguard that are based solely on a data analysis by SEA Safeguard must be reviewed by the Customer before the Customer makes a business decision based on the suggestions.
- 6.5 If malfunctions, defects or other functional limitations of SEA Safeguard occur or if a malfunction, defect or other functional limitation comes to light during a review by the Customer pursuant to clause 6.4, the Customer shall notify Bloofusion thereof without undue delay after they have been detected by the Customer or one of his employees or other persons using SEA Safeguard for the Customer. The respective impairment shall be described to Bloofusion as far as possible in text form and preferably by e-mail in order to enable a reproduction, which in many cases is necessary to be able to remedy the impairment. The Customer shall provide Bloofusion with reasonable assistance in remedying the impairment, if and to the extent necessary.
- 6.6 The Customer is obligated to support Bloofusion in the provision of the contractual services in the best possible and comprehensive manner. This obligation includes in particular the timely provision of necessary information, documents and content or information requested by Bloofusion, in particular for the adaptation of content on the Customer Account.
- 6.7 The Customer will name at least one contact person for Bloofusion and store it as such in the Customer Account, who is authorized and able to make all decisions in the context of the execution of the contract and to communicate them to Bloofusion. As far as the Customer does not name another contact person, the Admin User of the Customer shall be the contact person for Bloofusion and his email address shall be used for the communication with Bloofusion.
- 6.8 The Customer must refrain from any activity, which may impair and/or excessively burden the operation of SEA Safeguard, the offered services and/or the underlying technical infrastructure. This includes in particular
  - the use of software, scripts or databases in connection with the use of SEA Safeguard;
  - the automatic reading, blocking, overwriting, deleting, modifying, copying of data, insofar as this is not necessary for the intended use of SEA Safeguard.
- 6.9 The Customer undertakes vis-à-vis Bloofusion, when using SEA Safeguard, not to post any criminal or otherwise illegal content and/or data or content and/or data infringing the rights of third parties and not to use any programs containing viruses or other malware in connection with SEA Safeguard.



## **7 Updates**

- 7.1 Bloofusion is entitled, but not obligated, to change, extend, improve and/or adapt the scope and functionality of SEA Safeguard at any time during the term of the contract to technical developments as well as to make security-relevant changes. In this context, Bloofusion reserves the right to change services offered via SEA Safeguard without prior notice in order to offer the Customer a correspondingly optimized range of services, provided that the suitability of SEA Safeguard for the agreed purpose is maintained and the optimized offer is acceptable for the Customer, taking into account the interests of both parties.
- 7.2 Furthermore, Bloofusion is entitled to make changes, to adapt, to restrict, and to remove functionalities of SEA Safeguard and the services offered with it, if changed legal regulations or standards or new technical or scientific findings make this necessary.
- 7.3 The type of implementation is incumbent upon Bloofusion. The Customer has no claim to the maintenance of individual specific functionalities or to their implementation.

## **8 Availability of Safeguard SEA**

- 8.1 SEA Safeguard is available 24 hours a day, seven days a week ("Operating Time"). Availability is the ability of the Customer to use the essential functionalities of SEA Safeguard. Bloofusion strives for a trouble-free operation of the SEA Safeguard. This is naturally limited to services over which Bloofusion has an influence. Bloofusion therefore points out to the Customer that there may be restrictions or impairments in the use of the SEA Safeguard that are beyond the control of Bloofusion.
- 8.2 Times in which the SEA Safeguard is not accessible due to technical or other problems for which Bloofusion is not responsible (such as force majeure, internet/network related failures, fault of third parties, failure on the part of the managed online advertising platforms) ("Downtimes") shall therefore not count towards the availability. Likewise, times for necessary maintenance work on the SEA Safeguard shall not be counted as availability.
- 8.3 Bloofusion will endeavor to carry out regular maintenance work between 5 pm and 9 am CET.
- 8.4 Bloofusion is at liberty to restrict the access to the SEA Safeguard completely or partially, temporarily or permanently, due to maintenance work, capacity concerns and due to other events that are not within its own control. This applies in particular in the event that the security and integrity of the SEA Safeguard requires a restriction of the Customer's access. Corresponding downtimes are also not taken into account in the availability.



## 9 Warranty

- 9.1 Bloofusion shall provide Services with due diligence in accordance with the recognized rules of technology. Bloofusion will eliminate technical failures of the SEA Safeguard as soon as possible in order to offer an uninterrupted operation of the SEA Safeguard as a whole. This shall only apply to malfunctions that fall within the responsibility of Bloofusion.
- 9.2 With regard to the granting of the possibility to use the SEA Safeguard the warranty provisions of Sections 535 et seq. BGB shall apply. The no-fault claim for damages according to § 536a Abs. 1 Alt. 1 BGB is excluded. For other services the applicable law for service contracts (Sections 611 et seq. BGB) shall apply.
- 9.3 The Customer shall inform Bloofusion without undue delay about any disruptions at support@sea-safeguard.com or via a ticket system offered by Bloofusion, if applicable, by providing a comprehensible description and, if possible, evidenced by written records or other illustrative documents such as screenshots.
- 9.4 If the contractual use of the SEA Safeguard is impaired by property rights of third parties, Bloofusion will inform the Customer thereof without undue delay and will enable the Customer to access his data in an appropriate manner. In such a case Bloofusion will, at its own discretion, redesign the SEA Safeguard in such a way that it no longer infringes the rights of third parties while maintaining essentially the same functionality or acquire the rights necessary for further use. If both is not possible under proportionate and reasonable conditions, Bloofusion may decide to offer no longer the software function affected by the infringement. In such a case, the Customer is entitled to the corresponding legal claims and rights concerning his consideration (in particular reduction or termination). The claim for a renewed provision of the SEA Safeguard including the functionality removed due to the infringement is however excluded.

## 10 Liability

- 10.1 Bloofusion shall only be liable in case of minor negligence for damages resulting from the breach of an essential contractual obligation in case of services that are provided against payment. Essential contractual obligations (also referred to as cardinal obligations) are obligations the fulfillment of which enables the proper execution of the contract and the compliance with which the Customer may reasonably rely on. Bloofusion is liable in these cases only for the foreseeable, contract-typical damage. For all other damages, the liability for slight negligence or in the absence of fault is excluded.
- 10.2 Where the Customer can use the SEA Safeguard free of charge, Bloofusion shall only be liable for damages caused by gross negligence or willful misconduct or for damages resulting from the fraudulent concealment of a legal defect or error of the SEA Safeguard on the part of Bloofusion.
- 10.3 Bloofusion shall furthermore not be liable for damages of the Customer that were caused by the fact that the Customer did not sufficiently protect his access data against an unauthorized access of third parties and third parties were able to access the SEA Safeguard with these access data without authorization.
- 10.4 Bloofusion shall not be liable for damages incurred by the Customer that are due to a breach of the obligations of the Customer under clause 6, in particular clauses 6.3 and 6.4; this shall not apply if the Customer is not responsible for the breach of the obligation.
- 10.5 The above exclusions and limitations of liability shall also apply with regard to the liability of the employees, legal representatives and vicarious agents of Bloofusion.
- 10.6 The liability of Bloofusion for damages resulting from injury to life, body or health, in cases of intent or gross negligence of Bloofusion or its employees, legal representatives or vicarious agents, as well as any liability under the Product Liability Act or arising from guarantees shall neither be excluded nor limited by the foregoing provisions nor by any other provisions of these Terms of Use.

## **11 Indemnification against liability**

- 11.1 Bloofusion is not liable for the advertising campaigns placed by the Customer in the managed online advertising platforms. The Customer is obligated to indemnify Bloofusion from all claims of third parties due to the violation of their rights by infringing or false information in advertising campaigns of the Customer, in particular with regard to the use of infringing search terms.
- 11.2 The Customer shall bear all costs incurred by Bloofusion due to an infringement of third party rights caused by the Customer, including the reasonable and necessary costs incurred for legal defense. The Customer has the right to prove that Bloofusion has actually incurred lower costs. All further rights (including further claims for damages) of Bloofusion shall remain unaffected.
- 11.3 The aforementioned obligations shall only apply to the extent that the Customer is responsible for the respective infringement.

## **12 Remuneration, Billing and Default of Payment**

- 12.1 The Customer is obligated to pay to Bloofusion the agreed remuneration.
  - 12.1.1 Unless otherwise agreed, this remuneration shall be made on a monthly basis per project and shall be based on the price overview contained in Bloofusion's offer. Offers are always subject to change and non-binding and can be adjusted by Bloofusion at its reasonable discretion for future orders.
  - 12.1.2 All mentioned remunerations and prices do not include the applicable statutory value added tax.
- 12.2 The Customer shall receive an invoice by the 5th of the following month for the remuneration to be paid by him for the previous month. All invoices shall be due for payment immediately. The remuneration shall be paid by SEPA direct debit. Bloofusion may send the invoice to the Customer at its reasonable discretion, by mail, by email or by upload to the Customer's account.
- 12.3 The Customer has the possibility to start different projects under his account. Each project runs for at least one month and can be terminated at the end of the current month.
- 12.4 If the Customer deprives Bloofusion of the access to his data necessary for the use of SEA Safeguard before the expiration of the contract term or if there are other reasons resulting from the area of responsibility of the Customer for the fact that SEA Safeguard cannot be used or cannot be used to its full extent, the Customer shall remain obligated to pay a monthly fee until the end of the contract term or any other termination of the contractual relationship.
- 12.5 If the Customer is in default of payment for more than 14 days from the due date of the respective remuneration (cancellation of the direct debit), Bloofusion shall be entitled, without prejudice to further rights, after prior reminder specifying a deadline and fruitless expiration of the deadline, to block the Customer's access to the Customer Account. In this case, the customer remains obligated to pay any fees due for the period of blocking. The blocking shall only be lifted again when the customer provides for the outstanding payment in full.
- 12.6 The Customer may only set off or assert a right of retention against claims that have become non-appealable or are undisputed. The aforementioned restrictions shall not apply with respect to notices of defects or counterclaims of the customer arising from the same contract or from any rescission of the contract.
- 12.7 The Customer may assign claims arising from this Contract to third parties only with the written consent of Bloofusion.

### **13 Term and Termination**

- 13.1 The Software Usage Agreement shall commence upon conclusion of the agreement (cf. Section 2.1) and shall be concluded for an indefinite period of time, unless otherwise agreed.
- 13.2 In the event of an indefinite term of the Agreement, either party may terminate the Software Usage Agreement by giving 14 calendar days' notice to the end of the month.
- 13.3 The right to extraordinary termination for good cause remains unaffected. Important reasons for termination exist for Bloofusion in particular if the Customer
- culpably violates the Terms of Use or the Customer
  - is in default with the payment of the remuneration or a not inconsiderable part of the remuneration for two consecutive months.
- 13.4 If the contract is terminated prematurely due to a circumstance for which the Customer is responsible, Bloofusion may claim damages.
- 13.5 If a specific contract term has been agreed upon, this compensation shall amount to half of the remuneration to be paid by the Customer until the expiration of the regular contract term, calculated on the basis of the monthly average of the remuneration during the previous contract term. If the agreed remuneration contains fixed fees as one component, the compensation for damages shall be calculated according to the full amount of the fixed fees accruing for the remaining contract term, plus half of the other remuneration components accruing until the expiry of the regular contract term, calculated on the basis of their monthly average during the previous contract term. If the Customer proves that Bloofusion has actually incurred a lower damage, only this damage shall be paid by the Customer.
- 13.6 If the Contract has been concluded for an indefinite period of time, Bloofusion may claim damages in accordance with the preceding provision, but only for the period of time, the Contract would still have existed if it had been terminated in accordance with clause 13.2.
- 13.7 In the aforementioned cases, the Customer is entitled to prove that no damage or significantly lower damage has been incurred.
- 13.8 Further rights of Bloofusion shall remain unaffected by the foregoing provisions.
- 13.9 Terminations must be declared in writing or by e-mail to [support@sea-safeguard.com](mailto:support@sea-safeguard.com).

### **14 Consequences of the Termination of the Contract**

- 14.1 Upon termination of the contract, the Customer loses access to the SEA Safeguard and is no longer entitled to use the SEA Safeguard.
- 14.2 After termination of the Agreement, the Customer is obliged to withdraw Bloofusion's access to all advertising platforms.
- 14.3 Bloofusion will delete the respective Customer Account 60 days after termination of the Agreement. This does not affect the right of Bloofusion to continue to store data for billing or evaluation purposes.

## **15 Final Provisions**

15.1 Place of performance is the registered office of Bloofusion.

15.2 Place of Jurisdiction and Choice of Law

15.2.1 The place of jurisdiction for all possible disputes arising from and in connection with these Terms of Use is Steinfurt. Mandatory legal provisions regarding exclusive places of jurisdiction remain unaffected by this provision.

15.2.2 The relationship between Bloofusion and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

15.3 Severability Clause

15.3.1 Should any provisions of these Terms of Use or other agreements between Bloofusion and the Customer, in whole or in part, be or become incomplete, invalid, void and/or unenforceable, this shall not affect the validity of the remaining provisions.

15.3.2 The Parties undertake to jointly supplement or replace any incomplete, invalid, void and/or unenforceable provision with a valid and enforceable provision which comes as close as possible to the invalid, void and/or unenforceable provision.

15.4 In the event of force majeure (e.g. natural disasters, pandemics, fire, war, terrorism or strikes), the performance and delivery periods shall be suspended for the duration of