

1. General Terms and Conditions

GEO°BOUND UG (limited liability)

Valid from April 5th, 2022

1. General, Defense Clause, Parts of the contract

(1) These GTC contain general regulations that apply to the individual contracts between GEO°BOUND UG (LIMITED LIABILITY) (hereinafter also "GB", "we" or "us") and the customer (hereinafter also "Participant", "Contractual Partner" or "You"). The individual contracts are referred to as "participation contract". Customer within the meaning of these General Terms and Conditions are exclusively entrepreneurs within the meaning of §§ 14 BGB.

(2) All offers and services are based exclusively on these General Terms and Conditions. Deviating formulations and verbal ancillary agreements require our written confirmation, whereby the text form (e.g. e-mail) is sufficient. The general terms and conditions of the contractor apply exclusively. General terms and conditions of the customer are not part of the contract. Any formal inclusion of the customer's general terms and conditions is hereby contradicted.

(3) Agreements made with the customer in individual cases (including ancillary agreements, additions and changes) always take precedence over these General Terms and Conditions. A contract in text form or the written confirmation of GB is authoritative for the content of such agreements. Legally relevant declarations and notifications that are to be submitted by the customer to GB after the conclusion of the contract (e.g. setting of deadlines, notification of defects, reminders, declaration of withdrawal) must be in text form to be effective.

(4) Vicarious agents and representatives of GB are not authorized to make verbal ancillary agreements. If they nevertheless make verbal additional agreements or give assurances that go beyond the written contract, these always require written confirmation from GB to be effective.

(5) Special general terms and conditions for online events become part of the contract if the customer orders an online event from GB.

2. Conclusion of contract, subject matter of contract

(1) Subject of the contract is the service ordered by the customer.

(2) The presentation of GB's products on the website www.geobound.de does not constitute a legally binding offer, but a non-binding online offer. The customer can contact GB and will then receive a service offer from GB.

(3) Registration for a GB event is binding. The contract of participation is concluded by returning the service offer (declaration of acceptance) sent by GB to the customer and signed by the customer or, in the case of verbal agreements, by the order confirmation from GB in text form (e.g. by email).

(4) A confirmation letter from GB to the customer only has declaratory effect and only serves to confirm the conclusion of the contract and receipt of the declaration of acceptance by us. The content of the contract results exclusively from the event description, these General Terms and Conditions and the written confirmation of registration. Other offers and prices from GB are subject to change.

(5) The text of the contract is not saved by GB. It is made available to the customer by email as a PDF.

3. Contract Language

The contract language is German.

4. Services

(1) The contractual services result from the information in the signed "Participation Contract". Subsidiary agreements require express written confirmation, whereby text form (e.g. e-mail) is sufficient. Changes to the subject matter of the contract by booking additional services can be coordinated by email and added to the scope of services in a binding manner.

(2) The offers are non-binding and only apply within the Federal Republic of Germany. Slight deviations from illustrations and information in catalogues, on websites or other advertising material may occur, they do not represent guaranteed properties unless expressly referred to.

5. Prices and Terms of Payment, Cancellation

(1) All prices offered are net prices plus the applicable statutory value-added tax, insofar as this is owed. The invoice refers to the special regulation for travel services (§ 25 Value Added Tax Act).

(2) GB is entitled to invoice each individual service immediately after it has been provided, provided that it is listed as a separable component in the offer. Unless otherwise agreed, invoice amounts are due for payment immediately upon receipt of the invoice. The customer is informed that he will be in arrears no later than 14 days after receipt of the invoice and, without prejudice to the assertion of claims for damages, GB can claim damages from the customer in the amount of the statutory default interest.

(3) GB is entitled to demand an advance payment to cover its expenses in order to cover costs incurred before the event. The advance payment will be invoiced immediately after the conclusion of the contract. Paragraph (2) applies. The amount of the advance is based on the participation contract. Unless otherwise agreed, 50% of the total amount from the participation contract will be charged as

an advance. The remaining 50% of the total amount will be invoiced in a final invoice immediately after the event.

(4) Any additional services booked after conclusion of the contract but before the event and deviating from the originally contractually agreed scope of services or additional participants - deviating from the original number of participants - will be claimed in a separate invoice after the event.

(5) In the event of cancellations of GB services by the participant less than 21 days before the start of the appointment, the participant will incur cancellation fees of 100%. Cancellations made 22-49 days before the start of the appointment incur a cancellation fee of 75%. Cancellations of 50-90 days incur a cancellation fee of 50%. Cancellations of 91-150 days incur a cancellation fee of 30%. Cancellations made before 150 days do not incur any cancellation fees. The customer is free to prove to GB that less damage has occurred than the flat-rate cancellation fee, in which case the customer only has to bear the lesser damage.

(6) Services commissioned by third parties are subject to the respective cancellation regulations of the commissioned third parties and become part of the contractual relationship between GB and the participant who commissioned these services. Payments already made to third parties will be forwarded to the customer in the event of cancellation, regardless of the time of cancellation.

(7) If the customer wishes to change the date of the event, GB will try, if possible, to realize this as cost-effectively as possible. GB charges a flat-rate fee for this service in the amount of 100 euros per transfer.

If the date is changed, the contract remains valid regarding its other components. The date can only be changed within 12 months of the original event date.

If the customer does not keep the original date and no alternative date is found within the 12 months beginning with the date of the original event date, the cancellation fees according to paragraph 3 apply with the proviso that the shortest time is used to calculate the cancellation fees.

Example: The customer books an event and tells GB 3 days before the event date that they want to transfer the event. A cancellation would now incur a fee of 100% of the event price. GB declares that the date can be rescheduled in accordance with section 5 paragraph 5. A cancellation fee according to Section 5 Paragraph 3 does not apply to the customer if he makes use of the alternative date. The customer now cancels the alternative date 60 days in advance. The customer must now pay a cancellation fee of 100%.

(8) The customer is only entitled to a right of set-off if his counterclaim has been legally established or is undisputed. The customer is only entitled to assert a right of retention due to counterclaims arising from this contractual relationship.

(9) Payment is made by bank transfer to the account specified in the invoice, stating the invoice and customer number. All invoices are due within 14 days of the invoice date without deduction.

(10) If the advance payment deadlines are not met, the corresponding service can be canceled without the obligation to pay for costs already incurred or work already performed expiring.

6. Changes in service/cancellation of an event

(1) GB reserves the right to make changes to services that become necessary after the conclusion of the contract for the proper execution of the event (objective reason), if the circumstances that lead to the change of service were not brought about by GB contrary to good faith and if the change is not significant and reasonable for the customer. GB must inform the customer of changes immediately after becoming aware of the reason for the change and justify them.

(2) Service changes by the customer can be made after the conclusion of the contract with GB no later than 14 days before the event, although there is no legal claim to this. This is also the last possible date up to which it is possible to correct the number of participants for the minimum calculation size. If GB does not have a corrected number of people up to 14 days before the date of the event, at least the number of participants stated on the order will be invoiced in accordance with Section 7 (3). If the number of participants is reduced within 14 days before the event, this is possible by a maximum of 10% of the originally ordered number of participants. Special agreements are possible in special individual cases, but must be indicated accordingly in the offer or the order confirmation.

(3) GB can cancel the event if the first advance payment has not been credited to GB's account no later than 14 days before the date of the event.

7. Unused Services

If individual services cannot or will not be used due to circumstances for which the customer is responsible, GB retains the right to the contractually agreed total price. GB will offset saved expenses on request. GB can grant a refund for individual failed services, but there is no entitlement to this.

8. Termination of Contract

(1) GB is entitled to terminate the contract without notice if participants continue to disrupt the event despite previous warnings, or if they behave in breach of contract to such an extent that the immediate cancellation of the contract is justified. If GB terminates under the conditions specified in sentence 1, we also retain the right to the event price, but the value of saved expenses and other use of unused services will be offset.

(2) If the event is impossible to conduct because of extraordinary circumstances (force majeure) that were not foreseeable at the time the contract was concluded, e.g.

- Virus attacks, hacker attacks, malware
- business disruptions, pandemics,
- official interventions,
- energy supply difficulties,
- Strike or lockout

or significantly more difficult, endangered or impaired, both the participant and GB can terminate the contract at any time. If the contract is terminated, GB can demand reasonable compensation for the services already rendered.

9. GB Liability and Limitation of Liability

(1) Participation in the events may involve particular risks; Participation is at your own risk.

(2) Subject to the following provisions, GB is only liable - for whatever legal reason - for damages that are attributable to intentional or grossly negligent breach of duty by GB, its legal representatives or vicarious agents.

(3) Liability for property damage and financial losses caused by slightly negligent breaches of duty by us, our legal representatives and our vicarious agents are, in the event of a breach of an essential contractual obligation, limited to the amount of damage that was foreseeable and typical for the contract at the time of the conclusion of the contract (Essential contractual obligations are those whose fulfillment characterizes the contract and on which the customer can rely) and with regard to the breach of insignificant contractual obligations, liability for slightly negligent breaches of duty caused by us, our legal representatives and our vicarious agents is excluded.

(4) GB's liability for damage resulting from injury to life, limb or health, from the assumption of a guarantee or a procurement risk, as well as under the Product Liability Act or other mandatory statutory liability is not limited by the above provisions.

(5) The customer who provides GB with the material for the respective advertisement (e.g. photos, graphics, texts) indemnifies GB against third-party claims of any kind that result from the illegality of the materials. The indemnification obligation also includes the assumption of legal defense costs by GB. The customer who provides the material for the respective GB advertisement is obliged to only use material that he has produced himself or to which he has all rights. GB will not check the material and the events to be advertised for their legality in advance.

10. Alcohol and Drugs, Health Problems, Duty to Cooperate, Liability for Loss of Borrowed Material

(1) The customer must ensure that neither the customer nor the other participants are under the influence of alcohol, drugs or other substances that could impair their responsiveness. In the event of violations of this, GB is entitled to exclude the respective participants from the event or, in the case of significant disruptions, to terminate the contract without observing a period of notice in accordance with Section 8 (1). In this case, the customer has no right to a refund of the booking amount.

(2) Before the event, the participant must inform the event guides from the company GB about any health problems and any illnesses (e.g. cardiovascular diseases, diabetes, asthma, phobias

or depression). In these cases, the participant should definitely consult his doctor beforehand and discuss the participation in the event. In the event of recognizable health problems, GB is entitled to exclude the participant concerned from the event.

(3) The participant is obliged to cooperate in the event of disruptions to performance within the framework of the statutory provisions, to avoid any damage or to keep it to a minimum. In particular, the participant is obliged to report his complaints immediately to the event guides of the company GB. They are commissioned to take remedial action if this is possible. If the participant culpably fails to report a defect, a claim for reduction does not arise.

(4) The participant undertakes to treat the material made available to him by GB during the event with care. Damage or loss must be reported to the event guides immediately. The cost of replacing defective or lost material must be borne by the participant.

11. Company events, training and learning projects in the outdoor area

Urban or off-road activities are never without risk. GB Event Guides have the relevant knowledge, skills and experience in planning and running the programs offered. The event guides are authorized to give instructions at any time and may interrupt the activities at any time if there is a risk to life and limb. Nevertheless, participation in an event with GB and its partners is at your own risk and responsibility.

12. Records, Use of Logo and Film/Photos

(1) Recordings of an event by the participant, in whole or in part, using visual and audio media, are not permitted and require the prior express written consent of GB in any case.

(2) Recordings of the events or parts thereof by GB using visual and audio media, which GB makes available to the contractual partner or third parties, in particular participants, may only be used by them for private purposes. The organizer shall ensure that the necessary consents are obtained from those affected and provide proof of which to GB upon request.

13. Ancillary copyrights

All materials, manuscripts, documents, etc. that are made available and the GB company logo are wholly or partially legally protected. Duplication, even in part, as well as commercial use require the prior written consent of GB.

14. Privacy

(1) All personal data provided by the customer (title, name, address, date of birth, e-mail address, telephone number, fax number, bank details, credit card number) are collected, processed and stored by GB exclusively in accordance with the provisions of the German data protection law.

(2) Personal data of the customer, insofar as these are required for the establishment, content or change of the contractual relationship (inventory data), are used exclusively to process the contracts concluded between the contracting parties, for example to send invoices or other documents to the

customer specified address/email address. Any further use of the customer's inventory data for the purposes of advertising, market research or for the needs-based design

of our offers, requires the express consent of the customer. This separately obtained declaration of consent is completely voluntary and can be revoked by the customer at any time without giving reasons.

(3) If the customer requires further information or if he wishes to call up or revoke his expressive consent to the use of his inventory data or if he wishes to object to the use of his usage data, the customer can also contact our support at the e-mail address: mail@geobound.de or by calling 040 32 890 73 – 00.

(4) Any further storage and use for internal evaluation and quality improvement of our own products is also only possible within the scope of consent. After the event has been carried out, a feedback request is made to the customer's respective contact person and his e-mail address is included in our distribution list, provided that we have been given expressive consent for this. This Inclusion can be objected at any time by sending a short message.

(5) The customer's data and the participant's data will not be passed on to others, unless this is necessary for the execution of the contract.

15. Final Provisions

(1) German law shall apply to all disputes arising from or as a result of this agreement, to the exclusion of the UN Sales Convention (CISG).

(2) If the customer is a merchant, Hamburg is the exclusive place of jurisdiction for all claims in connection with the business relationship. Otherwise, the legal regulations for determining the place of jurisdiction apply.

16. Subject to change of these terms and conditions

We are entitled to unilaterally change the general terms and conditions, insofar as this is necessary to eliminate subsequent equivalence disturbances or to adapt to changed legal or technical framework conditions and the customer agrees to the change. We will inform the customer about any change, observing to notify about the content of the changed regulations to the last known e-mail address of the customer.

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