

Terms of Use

Please read these Terms and Conditions carefully to know your rights and obligations.

1. Definitions

1.1 "Terms of Use" shall mean these General Terms and Conditions of BABOS, including any terms and conditions referred to in these General Terms and Conditions;

1.2 "Login Data" means the email and password that the Parent or Child can use to access their account;

1.3 "Service" means the Service provided by BABOS to the Parent via the website www.babos.world based on the Agreement concluded between BABOS and the Parent; the Service consists of providing a website on which BABOS places content as described in more detail in section 4 of this Terms of Use;

1.4 "Parent" is the person who has concluded a contract with BABOS for access to the Service for themselves and their children;

1.5 "Content" means all information placed on the Website by BABOS, in particular exercises, learning material, videos, games, texts, tables, reports, overviews, as well as the layout and design of the Website;

1.6 "Child" is the natural person for whom the Parents have created a Child Account on Babos.world;

1.7 "Account" means the personal protected environment of the Parent (after this also: "Parent Account") or the Child (after this also: "Child Account") within the Website to which the Parent or the Child has access after entering its login data;

1.8 "Membership" means the respective contractual relationship between BABOS and the Parent;

1.9 "New Customer" means a Parent who has not taken out a membership with BABOS in the six (6) months before taking out a new membership; provided that a terminated or revoked Membership shall also be deemed to have been taken out for this purpose;

1.10. "User" means any person who uses the Website or Service of BABOS;

1.11. BABOS is a project of the company Lemi GmbH, with address: Falkstr.31, 60487 Frankfurt am Main, Germany; for further details on how to contact us, please refer to section 12 of this Terms of Use;

1.12. "Contract" means the contractual Agreement between BABOS and the Parent;

1.13. "Website" means the web pages of BABOS accessible via the Internet, including all applications/apps of BABOS.

2. Applicability

2.1 This Terms of Use applies to the Contract with BABOS, the Membership, any use of the Website and the Service, and all legal acts or legal relationships between the User and BABOS.

2.2 The Terms of Use shall apply in the version valid at the time of use, which BABOS makes available for retrieval on the Website. BABOS shall have the right to amend its Terms of Use at any time. BABOS shall inform the Parent of any amended Terms of Use when the Parent logs into the Parent Account and/or by email to the email address stored by the Parent. If the Website continues to be used after the Terms of Use has been changed, this shall be deemed as an irrevocable consent to the changed Terms of Use. If there is no agreement to the amended Terms of Use, the Website may no longer be used.

3. Conclusion of the Contract of Membership, access to the Service, and availability

3.1 In order to use the Service, a membership must be concluded with BABOS.

Membership can only be concluded by persons of full age and legal capacity with a residence in Germany, Austria, or Switzerland.

3.2 In order to conclude a membership, the registration must first be completed online, which can be accessed via corresponding text links, buttons, or icons. The form is divided into several successive steps or pages. The process can be canceled at any time. A contract between the Parent and BABOS is only concluded when BABOS accepts the offer by sending an order confirmation by email, but at the latest when

BABOS makes the Service available. There is no entitlement to the conclusion of a membership.

3.3 The User warrants to BABOS that the data provided by him/her when placing the order is complete and correct. The User shall be responsible for the accuracy and completeness of the data provided. The Parent is obliged to immediately adjust the data provided during the order in the Parent Account as soon as they are no longer accurate.

3.4 If the User accepts the offer, BABOS shall create an account that can be accessed with the selected password. The Parent is obliged to use only secure passwords for all accounts which are not known to third parties.

3.5 Users are obliged to keep the login data secret. If a user knows or suspects that login data has fallen into the hands of third parties, the Parent is obliged to inform BABOS immediately and take effective measures to prevent use by third parties (e.g., change the password).

3.6 Up to 10 child accounts can be created, activated, and managed in the Parent Account in the manner described on the Website. The child accounts included in the Membership shall be linked to the parent account.

3.7 Only the own login data of the parent account and the linked child accounts may be used to gain access to the Service. It is a breach of duty:

3.7.1. Use credentials of another person/third party to gain access to an account and/or access to the Service;

3.7.2. Make your own login data accessible to another person/third party;

3.7.3. Otherwise, grant another person/third party access to an account and/or access to the Service.

3.8 BABOS endeavors to keep the Website and the Service available 24 hours a day, seven days a week. Due to maintenance work or due to technical disruptions (e.g., of communication networks), the use of the Website and/or the Service may temporarily not be possible or only possible to a limited extent. BABOS, therefore, does not guarantee the uninterrupted availability or the uninterrupted possibility of using the Website and/or the Service. BABOS shall be entitled to carry out maintenance work at any time without prior notice and to (temporarily) shut down the Website and/or the Service and/or restrict the use of (parts of) the Service for this purpose. Insignificant disruptions shall not affect the obligation to pay.

3.9 BABOS strives for error-free operation and proper function and functionality of the Website and the Service. However, the User acknowledges that software is never free of errors, and technical errors cannot be excluded. Likewise, the User acknowledges

that when communicating via the Internet, different computers with different software in different configurations may come together, which makes smooth functioning fundamentally difficult. Therefore, BABOS does not guarantee its function and functionality of BABOS.

4. Use of the Service

4.1 The Service consists in providing a website as an online learning platform.

4.2 The technical requirements for the use of the Website and the Service must be established by the users themselves and at their own expense. In particular, a functioning, sufficiently fast, and stable Internet connection must be available, and a terminal device equipped with suitable software must be available that is capable of reproducing the Website and its content. Although BABOS endeavors to provide the Service for the widest possible variety of devices and software, BABOS asks for your understanding that not every device and every software is compatible, i.e., suitable for the use of the Website and/or the Service. The state of the art in software and end devices is constantly changing, and not every software and every device can keep up with this state of the art or is further developed by its manufacturer. Therefore, adaptations of BABOS may become necessary or useful, which may result in formerly suitable devices and/or software no longer being suitable.

4.3 In the Child Account, the Child has the possibility to collect the bonuses - so-called "Babo\$ coins" through certain uses of the Website. These coins have no monetary value. BABOS is entitled, but not obliged, to exchange coins for gifts. In this case, it is a gift to which the statutory provisions on gifts (§§ 516 et seq. BGB) apply.

4.4 The functionalities of the Website and the available content depend on the type of account and are therefore different in the Parent Account than in the Child Account.

4.5 The Service includes a dynamic offer of content. The learning platform is constantly being developed. Therefore, the portfolio of offered content changes from time to time. Some content is added, and some have to be removed, e.g., because it is outdated in terms of content. Also, some content cannot be output with every software and/or with every terminal device, so the offer may differ depending on which software or terminal device the User uses. BABOS endeavors to always offer a large and attractive selection of content in the Service. However, the User has no claim to the availability of specific content and no claim to a specific selection and/or specific amount of content. BABOS expressly reserves the right to change, supplement or delete the Website, the Service, or content in whole or in part without notice or notification.

4.6 The Parent is obliged to supervise the use of the Children's Accounts and to ensure at all times that the Children's Account is used in accordance with the provisions of these Terms of Use and applicable laws.

4.7 Memberships are not transferable. Any (re)marketing and/or (re)sale of memberships are expressly prohibited.

4.8 In particular, the following uses of the Website or the Service are not permitted:

4.8.1. Any use based on incorrect or misleading information;

4.8.2. Any use for commercial and/or business purposes without the express prior written consent of BABOS;

4.8.3. Any introduction or use of malicious code or malicious programs (e.g., viruses, Trojans, worms, bots) or other software that deletes, damages, renders unusable or inaccessible all or part of the Website, the Service, or Content, or that aims to bypass technical protection measures or access barriers of the Website, the Service and/or BABOS' computer systems, or to manipulate game statistics or the number of Babo\$ coins;

4.8.4. The use of any tools other than those offered by the Website to search the Website or the use of data mining, robots, or any other means to collect data;

4.8.5. The use of procedures (e.g., use of a spider, crawler, robot) by means of which data and content of any kind from the Website or the Service are read out, stored, processed, modified, forwarded, or misused in any other way, in whole or in part;

4.8.6. Any use that unreasonably or disproportionately burdens the infrastructure of the Website or impedes its functionality;

4.8.7. Any immoral use;

4.8.8. Any sending of unsolicited bulk messages ("spam");

4.8.9. Any use that is contrary to the Terms of Use, the Privacy Policy, or applicable laws and/or regulations or is otherwise unlawful;

4.8.10. Any use that violates the rights of BABOS and/or third parties, including copyrights, trademark rights, other intellectual property rights, and general personal rights;

4.8.11. Any use that is likely to damage the interests and/or reputation of BABOS.

4.9 BABOS reserves the right to warn the User and/or edit or delete the User's content if BABOS has reasonable suspicion that the User is in breach of the Terms of Use. If the suspicion is solidified, BABOS may, without prior notice, block the accounts of the Parent and the associated children's accounts in whole or in part, temporarily or permanently. In the event of such blocking, the payment obligation shall continue unchanged. In choosing the sanction, BABOS will take into account, in particular, the

severity of the violation and the degree of fault of the User. Further and more extensive claims remain reserved.

5. Payment

5.1 The prices stated are all inclusive of the applicable statutory value-added tax.

5.2 Unless otherwise specified, the remuneration for the respective term shall be paid in advance as a one-time payment and shall become due for payment immediately upon commencement of the term and thereafter at the beginning of each extended term. A separate invoice is not required.

5.3 BABOS may offer different payment methods (e.g., direct debit, credit card). However, there is no claim that all payment methods are always offered.

5.4 If the Parent chooses the SEPA direct debit procedure for payment, the Parent agrees that the advance information period shall be reduced to one business day before the account is debited. If a direct debit agreed with the Parent fails due to insufficient funds in the specified account or due to culpable conduct on the part of the Parent, BABOS may demand reimbursement from the Parent of the return debit fee charged to BABOS by the bank involved. This shall not apply if BABOS has not informed the Parent of the time of the direct debit collection and the amount to be collected, or has not informed the Parent in good time.

5.5 Insofar as the Parent fails to meet its payment obligations or payments made are reversed or charged back, BABOS shall be entitled, without prejudice to any further claims, to block the Parent Account and all associated children's accounts in whole or in part from the start of the default until the outstanding payment claim, including extrajudicial (collection) costs and interest, is settled. In the event of such a block, the payment obligation shall continue unchanged.

5.6 If the Parent falls into arrears with payment, BABOS may charge the Parent a flat-rate reminder fee of EUR 2.50 for each reminder. This shall not apply if the reminder is a first reminder justifying default or if the Parent proves that a corresponding loss has not been incurred or is significantly lower than the flat-rate reminder fee.

5.7 Complaints regarding an invoice and/or the Service do not suspend the obligation to pay. The obligation to pay also exists regardless of whether the Parent or the Child uses the Service or the Website.

5.8 Any discount codes must be specified during the order process. They can only be redeemed under the conditions (e.g., minimum order value) of the respective discount code. Each discount code can be redeemed only once. Multiple discount codes cannot

be combined with each other. If a discount code was redeemed when placing an order, BABOS should be entitled to charge the original price for the ordered Service if - due to a cancellation - the total value of the order is lower than the value of the discount code or if the total value of the order does not meet the conditions of the discount code.

6. Copyright

6.1 All content - including content provided free of charge, as well as any trademarks, logos, and logos, including the design of the Website - are legally protected.

6.2 Upon full payment of the agreed remuneration, BABOS shall grant the Parent and the Children the simple, non-exclusive, non-transferable, non-sublicensable, and revocable limited right to use the Website and the Service to the extent granted in these Terms of Use for the duration of the Membership. Contractual use may include, in addition to downloading and installing applications/apps from BABOS, loading into the working memory, displaying and using the Website and Service provided.

6.3 Duplications of the Website and/or the Service are only permitted to the extent necessary for the contractual use (e.g., loading of content into the working memory). Otherwise, the User is not entitled to make any reproductions unless otherwise provided by law. Further rights of use and exploitation are not granted. In particular, it is prohibited to publicly present content, make it publicly accessible, or publicly reproduce it.

6.4 By posting or uploading content (e.g., texts, photos, videos), the User grants BABOS a simple, spatially and temporally unlimited, transferable, and sublicensable right to reproduce, distribute, edit and publicly reproduce the content on the Website, without BABOS being obliged to do so. This also includes the right to use the contents for advertising purposes. The first and last name stored in the account shall be used as the author's name with regard to the contents. BABOS shall not owe any remuneration for the transfer of the rights of use.

6.5 By posting or uploading content, the User simultaneously declares to be the owner of all necessary rights of use to this content and to be authorized to edit, reproduce, distribute and publicly reproduce and/or make it perceptible.

7. Warranty

7.1 The Service shall only contain the functionalities, content, and other properties as they are found at the time of use (current state). BABOS is not obligated to add specific content to the Service.

7.2 BABOS does not provide any warranties, and statements in these Terms of Use and on the Website shall not be construed as warranties unless expressly stated otherwise. In particular, BABOS does not guarantee any particular availability, quality, security, legality, completeness, timeliness, correctness, and accuracy of the Content and the Service. BABOS expressly does not guarantee that the Child's use of the Website will lead to any particular results, such as progress in academic performance.

7.3 The Parent acknowledges and accepts that BABOS only provides a website that allows children to practice with learning materials on the subjects currently offered through the Website. BABOS is not responsible for any decisions made based on the information Parent receives through the Website.

7.4 The reports that the Website provides to the Parent on the Child's progress are based only on the questions that the Child answers on the Website. The Parent cannot derive any rights from these results, progress reports, statistical overviews, or other information it receives through the Website.

8. Liability

8.1 BABOS shall be liable for damages caused by an intentional or grossly negligent breach of duty attributable to BABOS or by a negligent breach of essential contractual obligations ("cardinal obligations") attributable to BABOS, but only to the extent of the foreseeable damage typical for the Contract. In all other respects, the liability of BABOS shall be excluded. This shall not apply to liability on the basis of mandatory statutory provisions, on the basis of injury to life, limb, and health, or on the basis of a breach of a warranty promise.

8.2 BABOS shall not be liable for damages due to a loss of data insofar as the damage could have been prevented.

8.3 The statutory provisions on gifts pursuant to §§ 516 et seq. of the German Civil Code (BGB) shall apply to gifts from BABOS. BGB.

8.4 Insofar as the liability of BABOS is excluded, this shall also apply to companies affiliated with BABOS as well as to any personal liability of the employees, representatives, shareholders, and vicarious agents of BABOS and/or companies affiliated with BABOS.

8.5 Despite careful examination in the case of possible links or embedding, BABOS shall not assume any liability for the content of external Internet pages, in particular also not for such Internet pages that are reached by direct or indirect references ("links") or by embedding on the Website. The operators of external sites are solely responsible for their content, even if they are linked to or embedded in the BABOS website.

8.6 In the event that users violate these Terms of Use or other applicable laws within the scope of Membership and/or use of the content of BABOS, users are obligated to indemnify BABOS from any resulting damage, including the costs of legal defense, in the amount of the legally applicable fees.

8.7 In the event that a claim is made against BABOS, members of its management, its employees, and/or other collaborators by a third party with the allegation that a certain action of the User violates the third party's absolute rights (e.g., as a result of copyright infringement, insults), the Parent shall indemnify BABOS as well as its management, employees and other collaborators against any liability and all costs, including legal fees for legal defense as well as possible and actual costs of legal proceedings as well as any administrative fines set or to be set by a court. BABOS shall notify the Parent of the claim and, to the extent possible and reasonable, provide the Parent with an opportunity to prove the admissibility of the action and to defend against the asserted claim. The Parent shall also be obligated to immediately provide BABOS with all information available to it concerning the facts in question in full. Further claims for damages by BABOS shall remain unaffected by this.

9. Terms of Membership

9.1 The Membership (subscription) is concluded for a certain period of time (term). The terms may vary depending on the respective Membership. Unless otherwise stated, the term is one year. The term cannot be interrupted.

9.2 The initial term is displayed during the order process. Unless expressly agreed otherwise and the Membership has not been validly terminated in due time, the term shall be tacitly renewed at a price indicated with the renewal offer for the same period of time for which the Membership was originally concluded but for a maximum of one year. If, for example, an annual membership is not effectively terminated in due time, its term shall be automatically extended by a further year in each case.

9.3 If the Membership includes a free trial period for new customers, new customers may use the Service free of charge for the duration of the trial period. The agreed term of the Membership shall commence upon the expiration of the trial period. BABOS shall not separately indicate the end of the trial period. New customers may terminate their Membership during the trial period without giving reasons. Membership shall end upon exercise of this right of termination. Otherwise, section 10 of these Terms of Use shall apply to the termination and its consequences.

10. Termination and termination of Contract

10.1 Each Membership can be terminated at any time with due notice at the end of its term. The notice period applicable to the respective Membership must be observed. The ordinary termination does not affect the payment obligation until the end of the respective term.

10.2 The applicable notice period is displayed during the order process. The notice periods may vary depending on the respective Membership, but they shall never be more than three months to the end of the membership term.

10.3 To be effective, the termination must be made by an express declaration in text form (e.g., email, letter, or fax). Timely dispatch of the notice of termination shall be sufficient to meet the deadline.

10.4 The right to termination without notice for a good cause shall remain unaffected. Good cause shall be deemed to exist for BABOS in particular if the User persistently and/or repeatedly violates essential contractual conditions, the Parent fails to pay the agreed fee, the Parent does not agree to amended Terms of Use, or BABOS permanently discontinues the Service. Good cause shall exist for the Parent in particular if BABOS discontinues essential services of its offer or significantly changes the Terms of Use.

10.5 Upon termination of the Membership, for any reason whatsoever, the right to use the Service expires, and access to the Service is blocked. The Child Account will be deleted. The coins accumulated in the Child Account can no longer be exchanged for gifts and expire irrevocably. There is no right to compensation for expired coins.

10.6 BABOS shall not be obliged to provide and/or convert information from the Website after termination of the Membership.

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11. Data protection

The data provided by the Parent during the ordering process and the data provided by the Parent or Child during the use of the Service will be processed in a secure manner in accordance with the Privacy Policy and applicable laws and regulations.

12. BABOS - Service Center

For questions and suggestions regarding the Service of BABOS, the Membership, as well as all offers contained on the Website, the BABOS - Service Center is available. It can be reached by mail or by email:

Lemi GmbH Falkstr. 316ß487 Frankfurt am Main

Email: support@babos.world

15. Conditions for the use of BABOS Shopping

Babos Shopping (hereinafter "Babos Shopping") is used to quickly and conveniently search for products at participating Babos partner companies with online stores or online sales partners (hereinafter "Babos Partners") and is a free service provided by Lemi Consulting GmbH (hereinafter "Lemi") for participants in the Babos program (hereinafter "Participants"). By entering a search term, products of the Babos partners are shown, with the purchase or use of which Babos rewards (hereinafter "rewards") can be collected. Rewards can be redeemed via www.babos.world.

15.1 The terms of use that are available online on Babos Shopping at the time of the specific use of services apply. By using Babos Shopping and/or claiming services, the Babos participant declares his complete Agreement to these General Terms of Use. Otherwise, the Babos participant is not permitted to use Babos Shopping and the services offered.

15.2 Use of Babos Shopping

Babos Shopping is a free area for the participant. It can be accessed via a customer account. Babos Shopping is aimed exclusively at end consumers who wish to purchase products or services on the Internet for their private use or enjoyment or who wish to obtain information about them ("Users").

The websites provide users with price overviews and sources of supply for products and services from Babos partners. The information search is largely automated and is largely based on information that LEMI receives from the Babos partners. The information of the respective Babos partners is automatically requested and displayed. In individual cases, there may be deviations, particularly with regard to the price, availability, and delivery time of products and services. Due to the amount of information to be processed, errors, especially those based on incorrect information on the part of the Babos partners, cannot be completely ruled out. Therefore, LEMI can not guarantee the accuracy of the information provided.

Contracts of sale or other contracts concerning products and services presented on Babos Shopping by the partners do not come into existence on Babos Shopping. The Babos Partners, as operators of the online stores or websites linked by Babos Shopping, offer their goods or services to the User in their own name and on their own account. All purchases by the User and the processing of the transactions are handled independently by the Babos partners. LEMI does not act as an agent for the respective Babos partner. Accordingly, the individual general terms and conditions (including revocation instructions) of the Babos partners may apply to these contracts.

In case of interest in purchasing, the users of Babos Shopping are usually led by Babos Shopping directly to the online stores or websites of the Babos partner from which the offer in question originates. Before concluding a contract or placing an order, users are obliged to check all information relevant to the conclusion of the Contract and its up-to-dateness themselves on the basis of the information provided by the online stores or websites concerned.

The rules regarding the premium credit for the purchase of products and services or their use depend on whether the Babos Partner is a Babos Cooperation Partner (cf. clause 2a of these Terms and Conditions) or an Online Sales Partner (cf. clause 2b of these Terms and Conditions).

2a. Babo's cooperation partners with online stores

If the Babos Partners are Babos Cooperation Partners - recognizable by the fact that they also display the "Partner of Babos" logo on the Website - the terms and conditions of the respective Babos Cooperation Partner for collecting Babos Rewards shall apply in addition to these General Terms and Conditions of Use. These conditions may differ for the individual Babos cooperation partners.

2b. Online sales partner

Online sales partners do not display a "Partner of Babos" logo on the Website. In addition to the terms and conditions (e.g., General Terms and Conditions) of the online sales partner for online shopping, the specifics stated on Babos Shopping for collecting rewards from the respective online sales partner shall also apply. In particular, the regulations listed below apply to collecting rewards via Babos Shopping.

The following requirements must be met in order to collect rewards for purchases made from online sales partners:

The online store or the product page(s) of the online sales partner are accessed via the Babos Shopping Mile;

the User is a participant in the Babos program;

the participant's own Babos ID number is specified;

the purchase is made during the immediately following purchase session ("Session");

the purchase is made under the terms and conditions stated on the Babos Shopping Mile for collecting rewards from the respective online distributor, and the purchase is confirmed by the online distributor based on its terms and conditions.

For the session in the online store of the online sales partner, please note: The session may be interrupted if the User has, in the meantime, visited other websites than the one to which he was redirected by Babos Shopping. In addition, a session may be terminated due to the passage of time. In addition, the User must have allowed cookies to be set.

A premium credit will be issued by LEMI only after the final confirmation of the purchase by the online sales partner. Purchase confirmations require that the order process has not been interrupted by the customer, e.g., by visiting another website during the order process or by measures of the online sales partner which exclude the tracking necessary for premium crediting - after the User has already been on its pages. This tracking may also be interrupted by the entry of coupon codes, especially those not provided by LEMI.

No rewards will be credited for canceled purchases. For partial cancellations, a credit will be given only for those items not affected by the cancellation.

3. Availability of Babos Shopping

LEMI attempts to make Babos Shopping available seven days per week, if possible, taking into account maintenance and repair work. LEMI does not guarantee that Babos Shopping will be available at all times and without interruption, secure, error-free, and timely. During the performance of maintenance and/or repair work and/or updates, as well as for times beyond the control of LEMI, service interruptions are possible.

4. Links to third-party websites and liability

LEMI and the Babos partners linked to Babos Shopping operate their online stores and/or websites independently and are solely responsible for their services. LEMI, therefore, assumes no responsibility for the content of the linked online stores and/or websites. LEMI does not assume any liability that the goods and services presented in the database are actually available at the Babos partner at the indicated price and the presented conditions. Furthermore, LEMI assumes no liability for the contents of the Babos Partner online stores and/or websites and their technical conditions.

LEMI is not liable for damage outside its own area of responsibility, for example, to Internet access, telephone lines, servers, and other third-party equipment.

LEMI shall not be liable for any infringement of rights, loss of data, access disruptions, and other damages to users or third parties resulting from the conduct of users through Babos Shopping.

LEMI shall not be liable for any damage caused by system errors, force majeure, or external influences. External influence includes, in particular unauthorized access by hackers and other third parties.

In all other respects, LEMI shall be liable to the User without limitation in the event of intent and gross negligence and in the event of the existence of a guarantee. In the event of a slightly negligent breach, liability is also unlimited in the case of injury to life, limb, and health. In the event of a slightly negligent breach of material contractual obligations, liability shall be limited to material damage and financial loss attributable thereto in the amount of the foreseeable, typically occurring damage. An essential contractual obligation is an obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the participant may regularly rely. Any further liability is excluded - except for claims under the Product Liability Act.

5. data protection

For more information on data protection, please refer to the separate Babos data protection notice.

In the event that LEMI needs to investigate user inquiries, it is necessary to request customer or purchase data from the User. These data are, for example, the online store from which the user has purchased, date of purchase, product, price, order or order number, as well as a name, address, and contact details of the User. LEMI reserves the right to pass on the above-mentioned data to Babos partners or intermediary service providers within the scope of these user inquiries and on the basis of the statutory provisions solely for the purpose of investigation.

16. Final provisions

15.1 BABOS shall communicate with the Parent in principle by email. BABOS will generally send all messages and notifications relating to the Membership to the email address provided upon conclusion of the Membership or updated later. The Parent shall be obliged to check this email box regularly so that it is aware of messages and notifications received at all times.

15.2 BABOS may transfer rights and obligations arising from the Terms of Use and the Contract to third parties and shall inform the Parent accordingly. The Parent shall not be permitted to transfer the Agreement and/or its rights and obligations in this regard to third parties without the express prior written consent of BABOS.

15.3 Should one of the provisions of these Terms of Use be invalid, this shall not affect the validity of the remaining provisions.

15.4 this Terms of Use, the Contract, and all disputes arising from and/or relating to the Contract shall be governed exclusively by the laws of the Federal Republic of Germany.

15.5 To the extent permitted by law, the exclusive place of jurisdiction shall be Frankfurt am Main.

15.6 The European Commission provides a European platform for online dispute resolution. This platform can be reached via the external link <http://ec.europa.eu/consumers/odr/>.

15.7 BABOS shall not participate in dispute resolution proceedings before consumer arbitration boards within the meaning of the German Consumer Dispute Resolution Act (VSBG). There is no legal obligation in this respect.