

1. General and Scope of Application

1.1. ABOUT YOU SE & Co. KG, Domstraße 10, 20095 Hamburg (hereinafter: ABOUT YOU), is a company operating in e-commerce that runs online shops (hereinafter: Services), among other things, under various websites and apps. These Services also include the ABOUT YOU Outlet, in which goods are offered for sale to members in campaigns that are limited in time and quantity. These Terms of Use apply to the ABOUT YOU Outlet under the following Services: www.en.aboutyou-outlet.de, ABOUT YOU Outlet App.

1.2. With its Services, ABOUT YOU targets users exclusively for private use, unless expressly stated otherwise. The use of the Services provided by ABOUT YOU for commercial purposes is not permitted without the express consent of ABOUT YOU.

1.3. By registering, you agree to these Terms of Use. These Terms of Use define the conditions under which the Services are used.

1.4. For orders/purchases via the Services, the General Terms and Conditions of the ABOUT YOU Outlet (hereinafter: GTC) in their currently valid version apply in addition to these Terms of Use, which can be accessed, printed, and/or saved here as well as under "GTC".

2. Membership in the ABOUT YOU Outlet

2.1. The opportunity to use the content of the ABOUT YOU Outlet is directed exclusively at a closed circle of members, within the scope of its respective availability and content. To participate in the offers and purchase goods, you must register as a member for the Services. Membership entitles you to use the content for your own private, non-commercial purposes.

2.2. Registration is free of charge. The membership established after successful registration does not create any obligation to purchase.

2.3. Upon successful registration, a contract is concluded between ABOUT YOU and the member. There is no legal entitlement to the conclusion of a contract. ABOUT YOU reserves the right to reject registrations. In return for the free membership, you give us your consent to send or receive our newsletter via e-mail ("Newsletter Consent") and to the associated processing of your personal data: I agree that ABOUT YOU SE & Co. KG may inform me about trends, offers & vouchers via e-mail and process my personal data for this purpose. This consent can be revoked at any time at the end of every newsletter by clicking on the unsubscribe link. The newsletter consent requires confirmation of the provided data by clicking on an e-mail link sent to the user via e-mail after registration (double opt-in procedure), provided that a confirmation has not already taken place with an existing account for other ABOUT YOU services and/or a verified account (e.g., "Sign in with Apple").

2.4. The data requested during registration and in the further course of the membership must be provided completely and correctly. This also includes that users do not register and/or log in using false identities and/or using third-party data without being authorized to do so. In addition, a functional e-mail address is a prerequisite for membership.

2.5. Each person may only register once for the Services. The simultaneous registration and/or use of multiple member accounts is not permitted. Circumventing this rule, in particular by using different data or e-mail addresses, is inadmissible and may lead to ABOUT YOU blocking or terminating the membership.

2.6. Members must keep their password secret and carefully secure access to their member account. ABOUT YOU will also not pass on the password to third parties. ABOUT YOU and/or ABOUT YOU employees will never ask members for their password. For security reasons and to prevent misuse of the member account, a sufficiently secure password should be chosen and the password should be changed at regular intervals. The member is solely responsible for the security of their access data.

3. Use of the ABOUT YOU Outlet

3.1. There is no legal entitlement to use the Services of ABOUT YOU. ABOUT YOU reserves the right to change, supplement, delete, and/or discontinue parts of the Services, the Services as a whole, and/or individual functionalities and/or the entire offer without separate announcement, e.g., to implement a court judgment and/or a decision by an authority; in the event of changes in the law; to close security gaps, or to expand the offer. If the change, addition, deletion, and/or discontinuation should be unreasonable for the member, Section 8.1 applies accordingly.

3.2. It is prohibited to use the Services in a manner that violates legal regulations, third-party rights, or common decency. The member must refrain from any disruption of the Services or further use of the accessible data outside of its respectively intended use. This includes, for example, manipulations aimed at obtaining unauthorized payments or other advantages to the detriment of ABOUT YOU and/or third parties, as well as copying or reading out content, offers, directories, databases, etc., for whatever purpose. It is also prohibited to use the Services in a manner that is abusive or liable to impair the good reputation of ABOUT YOU.

4. Termination of Membership

4.1. Members can terminate their membership at any time without stating reasons, provided there are no opposing reasons due to other contractual relationships—e.g., outstanding payment claims. Members can terminate their membership by sending an informal e-mail to customerservice@aboutyou-outlet.de.

4.2. ABOUT YOU may terminate the membership properly at any time with a notice period of 14 days.

4.3. ABOUT YOU may suspend, restrict, or terminate a membership without observing a notice period if there are concrete indications that the member is violating legal regulations, third-party rights, these Terms of Use, or the GTC.

5. Data Protection

For the Services, the Privacy Policy of ABOUT YOU in its currently valid version additionally applies, which can be accessed, printed, and/or saved here as well as under "Privacy Policy".

6. Limitation of Liability

6.1. ABOUT YOU is not liable for any direct, indirect, or special losses and/or damages of members arising from the use of the Services and associated with a disruption in communication or power lines, failures of mobile network operators, the effects of malicious software, unfair acts by third parties aimed at unauthorized access and/or shutting down ABOUT YOU's software and/or hardware, as well as circumstances of force majeure. In such cases, ABOUT YOU is not obliged to reimburse members for any damages.

6.2. ABOUT YOU is only liable for culpably caused damages resulting from injury to life, body, or health, or for damages caused intentionally or by gross negligence by ABOUT YOU, its legal representatives, or vicarious agents. Furthermore, ABOUT YOU is only liable for the slightly negligent breach of obligations, the fulfillment of which is essential for the proper execution of the Services in the first place and on the observance of which the member may regularly rely (cardinal obligations), and this is limited to typical, foreseeable damage. The aforementioned limitation of liability applies accordingly to the personal liability of the legal representatives and vicarious agents of ABOUT YOU.

6.3. Liability under the Product Liability Act remains unaffected.

7. Intellectual Property Rights

Company names, trademarks, logos, data, information, images, videos, search results, and texts, as well as other content of ABOUT YOU, enjoy copyright protection under the Copyright Act and/or other laws protecting intellectual property. The reproduction, distribution, and editing of content (in whole or in part) are only permitted with the express permission of ABOUT YOU. Content that does not originate from ABOUT YOU itself also enjoys copyright protection under the Copyright Act and/or other laws protecting intellectual property in favor of the respective rights holder.

8. Final Provisions

8.1. ABOUT YOU reserves the right to update these Terms of Use from time to time. Members will be informed of any changes in a timely and appropriate manner (e.g., via e-mail, push notification, message in the member account). The use of the Services is governed by the currently valid version of the Terms of Use. If the member does not object within a period of 6 weeks after notification, the Terms of Use are deemed to be approved. If a Service continues to be used after the changes take effect, the member thereby declares their agreement to the amended Terms of Use.

8.2. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). This does not apply if the protection granted is thereby withdrawn by mandatory provisions of the law of the state in which the member (consumer) has their habitual residence.

8.3. If individual provisions of these Terms of Use are and/or become invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision

will be replaced either by statutory regulations or—in the absence of such a regulation—by a regulation that the parties would have legally agreed upon in good faith if they had been aware of the invalidity of the respective provision.

Service Provider

ABOUT YOU SE & Co. KG

Domstraße 10 20095 Hamburg Germany

Registry Court: Local Court of Hamburg (Amtsgericht Hamburg) Registration
Number: HRA 126781

VAT ID No.: DE339819462

Tax No.: 2227/721/00011

legally represented by:

ABOUT YOU Verwaltungs SE

Registry Court: Local Court of Hamburg (Amtsgericht Hamburg) Registration
Number: HRB 171601

Executive Board: Sebastian Betz, Tarek Müller, Hannes Wiese

Chairman of the Supervisory Board: Dr. Christoph Lütke Schelhowe