

General Terms and Conditions of the Akarion Group of Companies (GTC)

V2.1 valid from 1.9.2021

I. Scope of application

1. These GTC, if effectively included, shall apply to all contracts entered into by and between the Akarion group of companies ("Akarion") associated companies and other companies ("clients") concerning services of Akarion, in particular concerning the provision and use of the licences for services offered by Akarion and concerning services offered by Akarion, such as support, consulting, implementation or maintenance services as well as training.
2. Written individual contractual agreements that contradict or supplement these GTC shall take precedence over these GTC.
3. These GTC shall also apply in the effectively incorporated version to future contracts between Akarion and the client without the need for renewed incorporation.
4. Akarion shall be entitled to amend these GTC at any time with effect for the future. The client shall be informed of changes at least in written form. If the client does not object to Akarion in writing within 6 weeks of receipt of the notification of amendment - notification by e-mail to the agreed address shall suffice for this purpose - the amended GTC shall be deemed to have been accepted by the client.
5. If the client objects to the amendment of these GTC, Akarion shall be entitled to terminate the contract by giving one month's notice to the end of a calendar half-year. In such case, the last agreed GTC shall continue to apply until the termination of the contract.
6. If changes occur after the conclusion of the contract - for example changes in the law - which Akarion could neither foresee nor influence, Akarion shall be entitled to adjust these terms and conditions unilaterally, i.e. without the client's consent. This shall also apply if gaps in the contract become apparent after the conclusion of the contract, as a result of which the relationship between performance and counter-performance is considerably disturbed. The Client shall be informed of such adjustments at least in written form.
7. Deviating, conflicting or supplementary GTC shall not become part of the contract, even if Akarion is aware of them, unless Akarion expressly agrees to their validity in writing in advance on the basis of individual agreements.

II. Definitions

1. "Services" shall mean all software products developed and licensed by Akarion that are accessible online or otherwise made accessible to the client/user by Akarion.
2. "Client" is the person with whom Akarion has entered into a contract for the use of the services offered.
3. "User" is a natural person clearly determined by the client who uses a service of Akarion by means of a licence acquired by the client.
4. "Licence" means the right granted to a user to use a specific Akarion service for the duration of the subscription period contractually agreed with the client.
5. "Update" means a version of the respective service which contains minor functional changes/improvements or the correction of errors.
6. "Upgrade" means the extension of the Services by new modules or features.
7. "Access Data" means the data assigned to a user consisting of an email address and password by means of which the user can verify his licence concerning the respective service and access/use the same.
8. "Order" means the binding order of licences for a service and/or services offered by Akarion by the client.

III. Conclusion of contract and test phase

General provisions

1. All 'offers' by Akarion, whether in writing, verbally, on Akarion's websites, in advertising brochures or catalogues, are always subject to change and represent a non-binding invitation to place a corresponding order with Akarion.
2. The non-binding 'offers' of Akarion are, as a matter of principle, only directed at companies within the meaning of section 1 of the Austrian Commercial Code (UGB) that enter into transactions within the scope of their entrepreneurial activity.
3. A contract shall be concluded if and as soon as Akarion accepts the order in writing or by e-mail.
4. Akarion accepts orders exclusively from companies that conclude the relevant transaction within the scope of their entrepreneurial activity.
5. Akarion reserves the right to refuse to conclude a contract at any time and without giving reasons.

Individual orders

6. Individual orders placed by a client following an 'offer' made personally by Akarion to a potential client or relating to other services provided by Akarion shall be deemed to have been accepted if Akarion confirms this to the client at

least in written form in writing or by e-mail or activates the corresponding licences for the client. By submitting the order, the client expressly agrees to the validity of these GTC.

7. Akarion shall be free to grant the client a free test phase, also in the case of individual orders concerning Akarion services. After expiry of this test phase, the paid subscription shall commence in these cases after acceptance of the offer.

Trainings / Seminars / Webinars

8. In the case of chargeable training courses, seminars or webinars, Akarion shall generally send the corresponding invoice at the same time as the registration confirmation. In these cases, the client expressly agrees to these GTC with the registration. Akarion shall be free to make participation in training courses, seminars or webinars dependent on the prior receipt of payment.

IV. Contract extensions / termination

1. Licence agreements concerning the services of Akarion as well as support and maintenance agreements shall be automatically extended by a further 12 months after the expiry of the respective reference period (contract term) if the client does not object to the extension in writing within the respective current reference period (contract term) or Akarion does not object to the extension at the latest three months before the end of the reference period (contract term). The receipt of the corresponding declaration by the respective other party shall be deemed to meet the deadline. The objection of a contractual party has the consequence that the corresponding licences expire at the end of the subscription period, the corresponding access data are blocked at the end of the subscription period and that the access data and the contents entered in the corresponding service are deleted by Akarion at the earliest 30 days after the end of the subscription period.
2. If minimum purchase quantities apply for the selected edition of a service, it shall not be permissible to fall below these minimum purchase quantities by objecting to the extension of individual licences.
3. Akarion shall be entitled to declare immediate withdrawal from the contract if there is an important reason. An important reason shall be deemed to exist in particular if the client:
 - (i) – although through no fault of his own – defaults on his payment obligations;

- (ii) violates essential provisions of these GTC or of the individual contract concluded, if any;
- (iii) has entered into agreements with other companies which are detrimental to Akarion, contrary to good morals or anti-competitive;
- (iv) has directly or indirectly promised or given advantages or threatened or given disadvantages to employees of Akarion who are involved in the conclusion or implementation of the contract; or
- (v) is demonstrably in need of reorganisation within the meaning of sections 23 and 24 of the Austrian Business Reorganisation Act (URG) (i.e. equity ratio of less than 8% or notional debt repayment period of more than 15 years).

V. Services by Akarion

General provisions

1. The service owed by Akarion results from the order accepted by Akarion and these GTC. Statements and explanations by Akarion in advertising materials and on websites shall be understood as a non-binding product description, not as a guarantee or assurance of a property.
2. Any dispatch shall be for the account and at the risk of the client. Cases of force majeure or operational disruptions shall release Akarion from compliance with agreed deadlines and – at Akarion's discretion – also from delivery obligations.
3. Akarion shall be entitled to make use of third parties for the fulfilment of Akarion's obligations or the provision of the services owed by Akarion or to transfer its service obligation in full to third parties, provided that the level of service offered by Akarion is not reduced as a result.
4. If the conclusion of a contract processing agreement is legally required for the service owed by Akarion, Akarion shall be entitled to refuse the service until the conclusion of the corresponding agreement, with the obligation to pay continuing to apply in accordance with the order, if the client refuses or delays the conclusion of such a contract processing agreement without reason. If no agreement can be reached with regard to the conclusion of a legally required order processing contract, both parties may terminate the contractual relationship without notice.

Services

5. The client shall receive the simple, non-exclusive right to use the subscribed services, including the associated documentation, for the agreed number of users in the form of licences, limited to the subscription period, in accordance with the specifications of the order, the applicable software usage and licence conditions and these terms and conditions.
6. Akarion shall provide the client with licences for the contractual service to the contractually agreed extent, for the contractually determined use specified by the software usage and licence conditions in their respective valid version and shall provide the contractually agreed support services.
7. Each licence acquired by the client shall be assigned to a specific user upon first use, identified by individual, personal access data. An exchange of users is generally possible within the services.
8. Without the express written consent of Akarion, the access data assigned to a user may not be rented, leased, lent, sublicensed or otherwise made accessible to a third party.
9. Akarion may and shall only provide licences and the corresponding user accesses if the respective software terms of use and licence conditions in the currently valid version are accepted by the user. If a user does not accept the software terms of use and licence conditions or if he/she objects to the amendment of the software terms of use and licence conditions, Akarion shall be entitled to block the corresponding licence or the corresponding user access with continued payment obligation in accordance with the order and to subsequently terminate the underlying contract for good cause without observing a period of notice.
10. In the event of infringements of the software usage and licence conditions, Akarion shall be entitled to block the user access without notice and without observing a period of notice, in the event of a continuing obligation to pay in accordance with the order. In this case, Akarion has the right to terminate the corresponding licences for good cause without notice.
11. Akarion shall take all reasonable measures to ensure reliable and secure operation of the services. However, due to the complexity of the services and the use of third-party components, Akarion cannot guarantee that the services are fully accessible at all times.
12. If Akarion detects attacks on the services or a threat to the operation of the same, Akarion is entitled to immediately take all necessary steps to defend against the attacks or threats, even if the operation or accessibility of the services is thereby temporarily restricted in whole or in part. In such cases, Akarion shall inform the client accordingly without delay.
13. The installation, maintenance or care of services as well as support services relating to these shall only be the subject matter of the contract if this has been expressly agreed in writing.

14. The client shall independently and at his own responsibility and expense create all prerequisites necessary for the use of Akarion's services. The provision of the system requirements, the infrastructure as well as the telecommunication connection between the client and Akarion is in this respect not the subject of Akarion's services.
15. Akarion expressly points out that all templates and samples provided in services require individual adaptation and revision by the client or the user.
16. Insofar as products or their providers are named in the templates and samples, these are examples. The naming or non-naming of individual providers and products does not imply any valuation and has no advertising or derogatory character.
17. Akarion is entitled to make updates of the services available.
18. The provision of updates as well as the determination of the time of their provision shall be at the sole discretion of Akarion.
19. In case Akarion provides upgrades to the client/user or makes them usable, this shall be done voluntarily and at the sole discretion of Akarion and shall not constitute a claim to the future provision or usability of upgrades.
20. Akarion is entitled to expand the functions of the services within the scope of updates or upgrades, whereby this may not affect the agreed functionality or quality of Akarion's services. Akarion is also entitled to change or restrict the functions of the services by means of updates, insofar as this serves technical progress, is necessary to prevent misuse or Akarion is obliged to do so due to legal regulations. If the contractual use of the service by the client or the users is not only insignificantly impaired by the change in the scope of functions, the client shall be entitled to terminate the licence agreement without notice. The termination shall result in the corresponding licences being blocked and the access data and the content entered in the corresponding service being deleted by Akarion at the earliest 30 days after the end of the contract.

Remedying defects in services

21. Akarion shall remedy defects in the contractual services within a reasonable period of time in accordance with the classification of defects (see below) after Akarion has become aware of the existence of a defect.
22. A 'defect' shall be deemed to be properties of the services which nullify or more than insignificantly restrict the suitability for the contractual use or the fact that the service lacks an agreed property or a contractually warranted property ceases to exist without this occurring due to a required update.
23. "Class 1 defects" are defects that do not restrict the operation or the basic functionality of the service (e.g. graphic errors, colour errors, text errors).
24. "Class 2 defects" are those defects which do not allow uninterrupted operation or use of the basic functionality of the service (e.g. partial failure to save data

successfully, failure to use individual functions of a module, failure to recognise individual licence keys).

25. "Class 3 defects" are those defects due to which the operation or use of the basic functionality of the service is not possible at all, so that the service cannot be used (e.g. modules cannot be opened, the operation of the service is completely disrupted after an update).
26. Akarion shall inform the client by e-mail of class 2 and 3 defects discovered by itself or by third parties which may have an impact on the use of the service by the client or the users.
27. If the client suspects a defect in the contractual product, it shall inform Akarion of this immediately and in as much detail as possible, providing details of the system configuration used and the other environment in which the service is used and handing over to Akarion the necessary documents proving the suspected defect ["qualified notification"]. Reports by telephone should be sent to: +43 732931637, reports by e-mail to: support@akarion.com. Akarion shall inform the client by email of any change in the relevant contact details.
28. Akarion shall investigate suspected defects in the services as soon as possible.
29. Akarion shall remedy any class 1 defects found as soon as possible. 30) In the event of defects found, Akarion shall inform the client by email.
30. In the case of identified class 2 defects, Akarion shall commence with the rectification of the defect on the same calendar day, provided that the qualified notification was made before 12:00 noon on a working day (Monday - Friday, excluding Austrian public holidays), otherwise at the beginning of the next working day, and shall continue until the defect has been rectified within the normal working hours (Monday - Friday 09:00 - 17:00). If Akarion is demonstrably unsuccessful in rectifying such an identified defect, the client shall be entitled to a reasonable reduction in the licence fees.
31. In the case of detected defects of class 3, Akarion shall immediately, at the latest within 4 hours after receipt of a qualified report, if this takes place on a working day (Monday - Friday, excluding Austrian public holidays), otherwise at the latest at the beginning of the next working day, begin to rectify the defect and shall continue to do so with vigour until the defect has been rectified, insofar as this can reasonably be expected to take place outside normal working hours (Monday - Friday 09:00 - 17:00). If Akarion is demonstrably unsuccessful in rectifying an identified class 3 defect, the client shall be entitled to a reasonable reduction or termination of this contract without notice.
32. The provision of a version of the contractual product that has been corrected by means of an update shall be deemed to be the elimination of a defect, as shall the notification of a way to avoid the occurrence of the defect or to avoid the consequences of the defect.
33. If Akarion determines that defects of the service suspected by the client and reported by the client or the users are due to input errors or improper or unauthorised use of the service by the client or the users authorised by the client, the client shall compensate Akarion for the staff time spent on the

investigation of the suspected defect in accordance with Akarion's currently valid hourly rate.

34. The warranty period shall be one year from the date of delivery or from the date of readiness for delivery on the part of Akarion, insofar as the delivery is delayed or does not take place for reasons for which Akarion is not responsible.
35. All warranty claims shall expire if the respective service has been interfered with or modified without the prior consent of Akarion and if services are used improperly or outside the area of application specified by Akarion.
36. Warranty retentions on the part of the client shall be excluded.

VI. Fees and Terms of Payment

1. All prices stated are always in euros – unless otherwise expressly stipulated – and do not include the statutory value-added tax valid at the time of performance. Payment shall be made in accordance with the agreed term of payment, whereby the choice of payment method shall be Akarion's as a matter of principle. Akarion can offer the client a choice of payment methods.
2. The prices for licences and services offered by Akarion, as well as for any travel costs and expenses incurred, shall apply in accordance with Akarion's price lists valid at the time.
3. Akarion shall be free to change the price lists at its own discretion. Akarion shall notify clients of changes to the list prices at least three months before the start of the corresponding period of validity. Any price changes shall in any case only come into effect for a client if existing contracts are extended or expanded (by further licences), if the edition of the subscribed service is changed at the request of the client or if the method of payment (annual) is changed at the request of the client.
4. Individually agreed prices shall only apply to the respective specifically designated order. They do not constitute a claim to the granting of identical/corresponding prices for future orders, contract extensions or order changes or order extensions.
5. The price for the respectively agreed reference period concerning a service or a service of Akarion and any subsequent extension periods shall always be paid in advance. No deductions shall be granted.
6. in the case of invoicing on a time and material basis (hours), travelling time shall be charged as time and material at a ratio of 2:1.
7. Invoices shall be due for payment, including VAT and without deductions, within 14 days of receipt of the invoice via a means of payment offered by Akarion. In case of doubt, invoices shall be deemed received on the third day following the invoice date.
8. If an order comprises several services, Akarion shall be entitled to issue separate invoices for individual (partial) services.

9. If Akarion is unable to provide a service in whole or in part - for reasons for which the client or a user designated by the client is responsible - or if the service is not provided on time, the client's obligation to pay shall continue to exist, less any expenses actually saved.
10. The client is not entitled to withhold payments due to incomplete delivery, warranty claims, claims for damages or other claims.
11. Compensation by the client against Akarion's payment claims shall only be permissible if the corresponding claim of the client has been expressly recognised by Akarion in writing or has been legally established by a court.

VII. Dates for provision, delivery and performance, consequences of non-compliance

1. Dates or deadlines for provision, delivery and performance shall only be binding for Akarion if they have been expressly designated as binding by Akarion in writing.
2. Akarion shall only be bound to agreed provision, delivery and service dates and deadlines if the corresponding payments of the client have been made in time and in full and/or other obligations of the client have been fulfilled in time. Otherwise, the deadlines applicable to Akarion shall be extended accordingly.
3. If Akarion does not deliver or perform for other reasons, the client shall be entitled to set a reasonable grace period of at least 14 days and to withdraw from the contract if this grace period expires unsuccessfully.
4. Akarion shall be entitled to deliver or perform ahead of schedule at its own discretion after giving the principal appropriate notice in advance.
5. The client shall be in default of acceptance if Akarion offers the delivery or service for the first time without success.
6. If the principal is in default of payment, Akarion shall be entitled, following a qualified reminder, to withhold its own performance until receipt of the payment or fulfilment of the other performance obligation – e.g. to block the principal's access to the respective product that is the subject of the contract and all user accesses created by it or assigned to it – and to demand default interest amounting to eight percentage points above the base interest rate. The assertion of any other claims due to default in payment shall remain unaffected by this.
7. Claims for damages due to delay in delivery – except for personal injury – shall be excluded unless the delay in delivery is caused intentionally by Akarion.

VIII. Liability

General Provisions

1. All limitations and restrictions of liability listed below do not apply to cases of culpable injury to life, limb and health of natural persons by Akarion and furthermore do not apply to the mandatory liability of Akarion under the Product Liability Act.
2. Defects in the respective service which the client has discovered or should have discovered in the proper course of business after provision by Akarion shall be reported to Akarion immediately, but no later than four weeks after provision, by means of a qualified report. The warranty and other liability of Akarion shall lapse for defects not reported in due time, irrespective of the regulation according to item 1 of this section.
3. Akarion shall only be liable - irrespective of the legal grounds, notwithstanding the provision according to Item 1 of this section - for intentional or blatantly grossly negligent breaches of duty.
4. Apart from that, Akarion shall only be liable for slight negligence insofar as an obligation is violated, compliance with which is of particular importance for the achievement of the purpose of the contract (cardinal obligation/essential contractual obligation), and thereby limited to such damages which were typically foreseeable at the time of conclusion of the contract. Liability for damages shall only apply to damages directly resulting from a breach of the terms of the contract.
5. Akarion shall in principle not be liable for damages whose causes do not lie within Akarion's area of responsibility. By way of example - but not exhaustively - these are: force majeure, strikes, official measures, failure of transmission means or other disruptions. In particular, Akarion shall not be liable for circumstances that lie within the local and factual area of responsibility of the client, a user or a third party not commissioned by Akarion.
6. All liability claims of the client against Akarion shall become statute-barred – irrespective of the regulation according to item 1 of this section – within one year from the point in time at which the claim arose and the client gained knowledge of the circumstances giving rise to the claim or could have gained knowledge of them with due diligence.
7. Any burden of proof with regard to warranty claims or claims for damages shall be borne by the client. Section 924 2nd sentence of the Austrian General Civil Code (ABGB) shall not apply.

Services

8. The subject of the warranty shall be the respective service exclusively in the version delivered/accessed by Akarion.

9. Errors in the service that are attributable to subsequent interventions or improper handling by the client, a user or any other third party shall not be covered by the warranty, nor shall errors in the respective operating system used, in outdated and unsupported browser versions or any third-party products.
10. According to the current state of the art, the occurrence of program errors in services cannot be completely ruled out. The contractual product and subject of the warranty is therefore only a service that is fundamentally usable in the sense of the respective operating instructions and product description. 11.
11. Akarion shall be entitled, at its own discretion, to remedy defects by providing an update or upgrade or to carry out such changes to the service that become necessary due to defects without additional costs for the client, insofar as the contractual service is not changed more than insignificantly as a result. The notification of a workaround shall also be deemed to be the rectification of a defect.
12. It shall be incumbent on the client to observe the services delivered or made available by Akarion (product observation obligation). He shall be obliged to report all errors in the services or dangers in connection with their use to Akarion by means of a qualified report immediately after recognising them. Akarion shall not be liable for damages resulting from violations of the product monitoring obligation or the reporting obligation.
13. All exemplary templates and samples available within the scope of the services have been created with the greatest care and as support for the users of the respective services. However, Akarion cannot accept any liability for the correctness, completeness, up-to-dateness or quality of the content provided. In particular, this does not constitute any legal advice for the licensee. Liability claims against Akarion or the persons who created the templates and samples are excluded in this respect.
14. The user is solely responsible for the use of the services, the proper and lawful processing of data within the services by the user, their correctness as well as the results achieved within the services. Akarion assumes no liability in this respect.

Akarion Compliance Cloud

15. The Akarion Compliance Cloud is designed for a wide range of compliance applications, including data protection management (GDPR), information security (ISO 27001), BCM (ISO 27701/22301), whistleblowing and auditing, but cannot take into account every conceivable use case in every detail due to application modalities that cannot be foreseen in advance. For this reason, a possible restriction on the use of individual modules of the Akarion Compliance Cloud that does not take every use case into account does not constitute a defect.

Open-Source Components

1. The Akarion services contain open source components. The currently available list will be made available upon request. Akarion does not make any promises whatsoever with regard to the open source components listed there.
2. In addition to these GTC and the Software Usage and Licensing Conditions of Akarion, the respective applicable licensing conditions shall apply to these open source components, which can be accessed via: <https://github.com/AkarionDevelopers/licences>.
3. Any liability of Akarion in connection with the aforementioned open source components of the services is excluded. In particular, Akarion shall not be liable for any use of the services by the client or a user that violates the respective applicable licence conditions.

IX. Data rights

1. The data processed by the user in the services are the property of the client. The client may demand the surrender of individual or all data at any time, in particular after termination or other termination of the order, without Akarion having a right of retention. The data shall be handed over in a machine-readable format. Akarion shall not be obliged to provide the client with the software suitable for the use of the data.
2. Regulations concerning the processing of personal data on behalf of the client shall be made in a corresponding contract (contract processing agreement) before the start of the data processing on behalf of the client.

X. Copyright

1. The client and the users shall only have the rights to the services that are the subject of the contract, which are expressly stated in these GTC and the software use and licence conditions and are limited to the subscription period. Rights going beyond this, such as the right to copy, change, decompile, etc., are not granted to the client and the users.
2. The client, third parties commissioned by him and the users are not entitled to make changes to the code of the services.
3. The services contain protective notes (such as copyright notes and other legal reservations) which refer to the author of the software product. These protective notices must be retained unchanged and may not be changed, removed or otherwise made unrecognisable.
4. The services are secured by electronic licence keys. This security system is part of the licence material and is therefore protected by copyright in the same way as the services themselves.

5. The client, third parties commissioned by him and the users are not entitled to make copies of the services of any kind. This also includes the output of the programme code to a printer, the photocopying of the documentation or essential parts thereof, with the exception of the output of reports.

XI. Confidentiality

1. The contracting parties are obliged to maintain secrecy about all business secrets and confidential data and information – in whatever form – of the respective other contracting party which have become known to it within the framework of or in connection with the performance of a contract according to these terms and conditions – irrespective of how – not to pass them on to third parties and to use them exclusively for contractually agreed purposes.
2. The obligation under clause 1 of this section shall survive the termination of the contract.
3. Confidential information and data within the meaning of this section are information, documents, details and data which are designated as such or which by their nature are to be regarded as confidential. This also expressly includes all information concerning clients, contractual partners or other business partners of the respective other contracting party, including any data of these or concerning the aforementioned persons for which the respective contracting party is subject to an obligation of confidentiality in whatever manner.
4. The obligations under clause 1 of this section shall not apply if legal obligations require the disclosure of the information concerned, if the information concerned is or was demonstrably already known to the public or has become known to the contracting party in a permissible manner by an authorised third party.
5. The contracting parties undertake also to oblige their employees, servants, vicarious agents and other persons involved in the performance of the contract in accordance with Clause 1 of this Section.

XII. Miscellaneous

1. Akarion has a legitimate interest in informing the client by means of newsletters about news relating to the services of Akarion (e.g. updates, upgrades, security-relevant information, user information). The client may object to the corresponding use of his personal data at any time by clicking on the corresponding link within the newsletter or by sending an email to: datenschutz@akarion.com.
2. All contracts shall be deemed to have been concluded with Akarion AG, Munich – subject to individual agreements to the contrary – unless the client is

domiciled in Austria. In this case the contract shall be deemed to have been concluded with Akarion GmbH, Linz.

3. In the event that the contract is entered into with Akarion AG, Munich, in accordance with these terms and conditions, the corresponding contract shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and any national and international conflict-of-law rules. In such case, the exclusive place of jurisdiction shall be the registered office of Akarion AG in 81675 Munich, Germany.
4. In the event that the contract is entered into with Akarion GmbH, Linz, in accordance with these terms and conditions, the corresponding contract shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and any national and international conflict-of-law rules. In such case, the exclusive place of jurisdiction shall be the registered office of Akarion GmbH in 4020 Linz, Austria.
5. Should a provision or parts thereof be or become invalid, this shall not affect the validity of the remaining provisions. Akarion and the client shall replace the ineffective provision with a legally permissible and effective provision that is suitable for achieving the economic sense and purpose intended by the ineffective provision or comes as close as possible to this and corresponds as closely as possible to the hypothetical will of Akarion; the same shall apply in the event of gaps in these GTC.
6. Changes and additions as well as the termination of contractual relationships with Akarion must be made in writing. This also applies to a waiver of such written form requirement.
7. In the event of deviations from versions in other languages, the German version of these GTC shall be binding.