**General Terms and Conditions of Business of Vapiano International Marketing GmbH**

**Mobile App | VAPIANO PEOPLE | Take Away & Home Delivery**

**As of: 22 May 2018**

**A. Applicability of the General Terms and Conditions of Business**

**Article 1 Scope; Identity of the Provider**

(1) These General Terms and Conditions of Business (hereinafter referred to as “**General Terms and Conditions**”) apply to all legal relationships between Vapiano International Marketing GmbH, Im Zollhafen 2-4, 50678 Cologne, Germany, Telephone +49 (0) 221 67001 -0, (hereinafter referred to as “**Provider**” or “**VIM**”) and the user (hereinafter also referred to as “**Customer**”). They shall also apply to the contracts between the Vapiano restaurants and the customers, provided that they are concluded with the help of the Vapiano App or on the website.

(2) The General Terms and Conditions of Business of the Vapiano restaurant shall remain unaffected by these General Terms and Conditions.

(3) The Provider does not itself operate any Vapiano restaurants. Instead, Vapiano is a network of independent franchise operations, all of which operate uniformly under the Vapiano brand. The participating owners are hereinafter referred to as the **Vapiano restaurants**. The Provider is not a contractual partner in the contracts for items concluded in conjunction with the Vapiano App or on the website, but only an intermediary for the contract concluded between the respective Vapiano restaurant and the Customer. Contracts for items which are concluded in conjunction with the Vapiano App or in conjunction with Take Away & Home Delivery via the website involve entitlements and obligations solely with respect to the Customer and the respective Vapiano restaurant. The fulfilment of the contractual obligations from the contracts for orders is the sole responsibility of the Vapiano restaurants.

(4) The individual Vapiano restaurants are at liberty to participate in the programmes offered by VIM.

(5) The Customer's Terms and Conditions of Business shall not apply, even if the Provider does not separately contradict their applicability in spite of being aware of them in the individual case.

**B. Use of the Mobile Application**

The following provisions apply to the use of the mobile application (hereinafter referred to as the **VAPIANO App**).

**Article 2 VAPIANO App**

(1) VIM offers a VAPIANO App, in conjunction with which the following services (hereinafter referred to as the “**Services**”) can be offered:

• The placing of orders for items by the Customer during the restaurant visit for consumption on the restaurant's premises,

• The placing of orders for items by the Customer outside the restaurant for collection of the items from the Vapiano restaurant concerned (Take Away),

• The placing of orders for items by the Customer outside the restaurant for delivery to the address specified by the Customer (Home Delivery),

• Use of the mobile telephone as an electronic customer card during the restaurant visit,

• Use of the integrated cashless payment option (Mobile Payment),

• Participation in the Vapiano Rewards Programme (Vapiano People).

(2) The use of the services offered within the framework of the Vapiano App requires the transfer and installation of the “**Vapiano App”** to the Customer's mobile phone. Specific software versions are available for the different types of mobile phones. For technical reasons it is not possible to offer suitable software for some types of mobile phones. Insofar as no suitable software version is available for a specific Customer's mobile phone, this Customer is not able to use the app.

**Article 3 Registration and Access Data**

(1) During initial registration, the Customer has to select a username and a password (hereinafter referred to as the **"access data"**) which identify him or her as the authorized user of the services. After entering his or her registration data and accepting these General Terms and Conditions of Business and data protection provisions, the Customer will receive an email at the email address specified by him or her. For the conclusion of his or her initial registration, the Customer must confirm this via the hyperlink contained in the email. Only after this confirmation the participant is entitled to use the services specified by these General Terms and Conditions of Use. After the initial registration, the Customer is assigned a personal area (hereinafter referred to as the **"user account"** called) so that he or she can use the services and manage his or her registration data. The user account can only be accessed when the Customer enters his or her access data.

(2) In order that the order for the items can be executed correctly, the details of the residential address, payment data and email address must be provided truthfully, conscientiously and in full by the Customer. False information may result in liability under civil and/or criminal law. The Customer guarantees that the data stored by him or her in conjunction with the Vapiano App is up-to-date and correct in each case no later than at the time of the placement of the order.

(3) Under no circumstances the Customer is entitled to pass on his or her access data – and in particular the access password – to third parties. If third parties should nevertheless obtain access to the Customer's account, or if the Customer has any other reasons to believe that his or her account is being misused, the Customer must inform the Provider of this immediately and change his or her access data.

(4) The VIM shall not pass the access data on to third parties and shall not ask the Customer for this data either by email or telephone.

(5) If transactions are carried out using the access data of a Customer, the Customer has to allow these transactions to be allocated to his or her account unless he or she has

informed the Provider in good time of the loss of his or her access data or any other suspected form of misuse, or can prove this subsequently.

(6) A Customer is not entitled to register more than once to use the Vapiano App. A membership account is not transferable.

**Article 4 Incurred Costs**

(1) The Provider shall not charge the Customer for the provision of the Vapiano App.

(2) The installation of the Vapiano App and the use of the services requires regular data transfer to and from the Customer's mobile phone. The extent and frequency of the data transfer depends amongst other things on the type and extent of the use of the services. The connection costs incurred for the data transfer shall be borne by the Customer. The level of these costs shall depend on the contract that exists between the Customer and the respective mobile phone service provider.

(3) The costs for setting up an Internet connection and maintaining it on the user side do not form part of the VIM services. This shall be based exclusively on the contractual relationship between the Customer and his or her Internet provider.

**Article 5 Payment**

(1) The Customer shall pay the purchase price to the Vapiano restaurant providing the service.

(2) All stated prices are gross prices (including VAT). Costs for payment and dispatch which are incurred in addition to the price of the items shall be notified to the Customer in a clear, understandable and prominent manner immediately before he or she places his or her order.

(3) The payment methods which are offered to the Customer for processing the payment shall be at the Provider's discretion (currently credit card payment and PayPal). The payment methods shall be notified to the Customer not later than at the start of the ordering process or respectively when inserting the means of payment in the app, in a clear and unambiguous manner and made available to the Customer for selection. If offered, the Customer shall be at liberty to use the Mobile Payment function made available by the Vapiano App (cf. Article 6).

(4) The transaction shall then be transmitted from the checkout of the VAPIANO restaurant to the clearinghouse BS Payone GmbH oder PayPal (Europe) S.à r.l. & Cie, where it will be validated. If validation is successful, a message is sent to the checkout that the payment transaction has been successfully completed. The receipt is handed over to the customer at the checkout. With the payment approval, the Customer authorises the VAPIANO restaurant to collect the amount owed from the form of payment stated by the customer as part of the registration information for Mobile Payment (credit card or PayPal).

(5) Insofar as the Customer has not paid the purchase price by the time the Vapiano restaurant concerned closes and has left the premises without paying for the services and items, the Vapiano restaurant shall be entitled to debit the purchase price from credit card or the PayPal account of the Customer in conjunction with the Mobile Payment function unless the Customer has previously asserted any warranty rights and/or rights of retention.

**Article 6 Payment function, Mobile Payment Activation, Payment through the Mobile Payment System**

(1) The precondition for the use of the Mobile Payment system is the initial registration and separate activation of this service for the Customer's account.

(2) Mobile Payment can only be used by Customers who are at least 18 years old, reside in the European Union and have a credit card issued by a German financial institution or respectively a PayPal account.

(3) Before Mobile Payment activation, the Customer is requested to provide certain details about his or her person and bank (hereinafter referred to as the **"Mobile Payment registration information"**), as well as a Personal Identification Number (hereafter referred to as a **"PIN"**) for the authorisation of individual payments. The Customer is obliged to provide correct and complete Mobile Payment registration information. The Provider shall exclude Customers who provide incorrect details from the use of the services.

(4) The Provider can refuse to activate the Customer for Mobile Payment at any time without stating reasons.

(5) The Provider shall inform the subscriber directly in the Vapiano App of his or her successful activation for Mobile Payment.

(6) Subject to the provisions of Article 5, paragraph 4, payments are made via Mobile Payment through the provision and scanning of a user ID (= QR code). After the PIN has been entered, the transaction is approved at the checkout by the provision and input/scanning of a transaction ID on the mobile phone. A new user ID is created for every transaction and is valid for 30 seconds in each case. The transaction is then transmitted from the checkout to the Clearinghouse BS Payone GmbH oder PayPal (Europe) S.à r.l. & Cie, where it is validated. If validation is successful, a message is sent to the checkout that the payment transaction has been successfully completed. The receipt is handed over to the Customer after a short time at the point of sale (= checkout). With the payment approval, the customer authorizes the respective VAPIANO Restaurant to collect the amount owed from the payment method (credit card or Paypal) of the guest as specified in the registration information for mobile payment.

The collected amount is forwarded by the Provider to the Vapiano restaurant concerned.

**C. VAPIANPO PEOPLE Bonus Programme**

The following provisions apply to the VAPIANO PEOPLE rewards programme (hereinafter referred to as the "VAPIANO PEOPLE programme") of the Provider, irrespective of whether this is used via the Vapiano App or not.

**Article 7 Participation**

(1) Any natural person aged 16 or over may participate in the VAPIANO PEOPLE programme (in the following, female and male participants are uniformly referred to as "participants"). Employees of companies affiliated with the Provider within the meaning of Section 15 of the German Stock Corporation Act (AktG), as well as employees of the Vapiano franchisee, are excluded from participation in the VAPIANO PEOPLE programme.

(2) Registration for the VAPIANO PEOPLE programme is free of charge for participants. It is carried out either via the VAPIANO App or using a registration form, which can be accessed on the VAPIANO PEOPLE website (www.vapiano-people.com).

(3) Participation begins upon completion of the registration process by clicking on the confirmation link in the email which the participant receives after entering their data.

(4) After registration, each participant is assigned their own personal VAPIANO PEOPLE QR code (“Quick Response”), a two-dimensional code that represents the membership number of the corresponding participant in a quadratic matrix consisting of black and white dots represented in binary form (hereinafter referred to as the VAPIANO PEOPLE QR code). For example, a QR code appears as follows:

The VAPIANO PEOPLE QR code issued for participants is stored on their VAPIANO App as well as in their personal members' area on the VAPIANO PEOPLE Website and, where the participant still holds a VAPIANO PEOPLE Card, on this VAPIANO PEOPLE Card.

**Article 8 Collection of Points**

(1) The subject matter of the VAPIANO PEOPLE programme is the collection of status points (Article 11) and reward points (Article 10) (hereinafter together referred to as “points”) in order to obtain special customer benefits during future restaurant visits or to exchange for rewards.

(2) In order to collect points, the customer must present their QR code unprompted before paying in the participating VAPIANO restaurants.

(3) Only the registered participant may use their personal VAPIANO PEOPLE QR code, and this QR code is not transferable to third parties. When the personal QR code is used, the employees of the VAPIANO restaurant are entitled to require participants to provide identification by presenting appropriate documents or cards (e.g. identification card, driving licence or similar).

(4) The collection of points using VAPIANO PEOPLE cards will only be possible until the end of 31 Dec. 2019. Starting in 2020, the collection of points will only be possible digitally. The points accounts of cardholders will remain unaffected by this.

(5) If in an individual case it is not possible for points to be credited in a participating restaurant, the participant can request the subsequent recording of their points by contacting VAPIANO PEOPLE via email at people-support@vapiano.de within three months of the visit by presenting a copy of the receipt.

**Article 9 Changing Registration Data**

The participant must inform VIM immediately in text form of changes to the data submitted at the time of registration. The changes can also be made in the VAPIANO App, or in the personal member's area of the VAPIANO PEOPLE website.

**Article 10 Reward Points**

(1) The participant can exchange the reward points collected for attractive rewards. The rewards that are available, as well as the number of points required in each case and the redemption conditions, can be found on the website www.vapiano-people.com. The availability of the rewards may vary from time to time and from location to location.

(2) It may be that specific rewards are not available at certain times; from this the participant cannot derive any rights, in particular compensation claims.

(3) Upon presentation of the QR code before the payment transaction, the participant receives one reward point credited to their point account for each main course they pay for. Main courses in this context include any meal in the categories Pasta, Pizza, Salad, Risotto, Lasagne or Antipasti, which – without extras - has a sale price of 5 euros or more.

(4) The Provider may run special promotions, during the course of which the participant can acquire further reward points. The conditions of such special promotions will be publicised separately in the individual case.

(5) The number of reward points collected can be viewed at any time using the VAPIANO App or in the personal members' area of the VAPIANO PEOPLE website, or can be requested in any participating Vapiano restaurant.

(6) Reward points that have not been redeemed expire at the end of the quarter following the 36th month after the points were credited. The participant will be notified of the date and scope of the expiry of points by email or in the personal member’s area of the PEOPLE website www.vapiano-people.com in good time before the respective expiry date.

(7) There is no entitlement to the payment of the collected reward points in the form of cash. The reward points are not transferable to other participants or third parties.

**Article 11 Status Points**

(1) For each visit to a participating Vapiano restaurant using the VAPIANO PEOPLE QR code in association with consumption for a total value of at least €5, the participant shall receive one status point, which is saved in the personal status point account of the participant.

(2) A certain number of status points grants the participant a special PEOPLE status, which confers special benefits during future visits.

(3) Participants whose status point account has 20 to 39 points have "Olive" status. Above 40 in the participant account, the customer is categorised as "Black" status.

(4) The level of the status point account can be viewed in the VAPIANO App. The benefits associated with the respective status and the conditions for their use can be viewed at www.vapiano-people.com.

(5) The status point account of the participant will be reset for the first time 12 months after the start of participation (section 7 para. 4), except where otherwise specified in the following paragraphs.

(6) If the status point account reaches 40 points within 12 months of the start of participation, the status point account is reset immediately, i.e. on the day after the status is achieved. The status point account is reset the next time 12 months after obtaining "Black" status, and from then on every 12 months, unless these provisions require it to be reset earlier.

(7) Once reached, a status is maintained for 12 months, unless the participant reaches a higher status before the expiry of these 12 months. After the expiry of these 12 months,

the participant is categorised according to their status point account, and this categorisation takes place before the reset on the same day.

(8) There is no entitlement to payment in cash.

**Article 12 Birthday Present**

(1) On their birthday, based on their consent in accordance with Art. 6 para. 1 sentence 1 lit. a) EU DS-GMO, each participant receives an email sent to the email address specified at the time of registration. The email specifies the subject matter of the birthday present and the conditions under which the participant can obtain the birthday present. The consent can be revoked at any time. Until the consent is revoked, the processing of data is lawful.

(2) There is no entitlement to a specific present or to payment in cash. A benefit granted once or even multiple times does not result in a claim to standard practice for the future.

**Article 13 Competitions**

(1) Every now and then VIM intends to operate competitions (e.g. in the form of prize draws) amongst the adult participants of the VAPIANO PEOPLE programme.

(2) The conditions of the competition will be published individually in each case with the corresponding announcement.

(3) There is no entitlement to the performance of competitions, to the allocation of prizes generally, or to specific prizes.

**Article 14 Termination of Participation**

(1) Participation in the VAPIANO PEOPLE programme ends automatically with termination of the account (Article 20).

(2) When a termination becomes effective, the points collected expire.

(3) Participation ends automatically if the personal VAPIANO PEOPLE QR code is not used over a period of more than three years.

**D. Take Away & Home Delivery**

The following provisions apply to the placing of orders for items by the Customer outside the restaurant for collection of the items from the Vapiano restaurant concerned (Take Away) or for delivery to the address stated by the Customer (Home Delivery). They form an integral part of the contract between the participating restaurant and the customer.

**Article 15 Delivery areas; delivery period; provision**

(1) The delivery of items shall be limited to the delivery area specified by the restaurant making the offer. Existing delivery restrictions shall be notified to the Customer in a clear and unambiguous manner not later than at the start of the ordering process.

(2) In the event of the delivery of items the following shall apply: The time required for delivery of the items depends on the local conditions (e.g. size of the order, delivery distance, time of day, availability of drivers, etc.). Unless a specific delivery period is stated in the order, the delivery time from the receipt of the order confirmation by the

customer shall usually be no more than 90 minutes. The Vapiano restaurant will deliver the order to the entrance of the address specified by the Customer. The Customer is aware of the fact that some of the items delivered are freshly prepared and quickly perishable.

(3) The availability time in the case of Take Aways being ordered in a Vapiano restaurant may vary depending on the Vapiano restaurant and the details of the order.

**Article 16 Placement of order and conclusion of contract**

(1) The contract in connection with Take Away & Home Delivery shall come into effect between the Customer and the respective Vapiano restaurant which the Customer has selected during the ordering process.

(2) The placing of items in the app or on the website does not yet represent a binding offer of the respective Vapiano restaurant, but is only a request to the Customer to submit an offer on his or her part.

(3) A binding offer aiming at the conclusion of a purchase contract consists in the submission of the order by the Customer by activating the "Send payable order" button provided for this purpose on the "Go to checkout" page and extends to all items which are assigned by the Customer to his or her virtual shopping cart.

(4) Before the submission of the binding order, the Customer shall have the opportunity to check and correct all of the data he or she has entered. In order that the order for the items can be executed correctly, the details of the residential address, payment data, telephone number and email address must be provided truthfully, conscientiously and in full by the Customer.

(5) Upon the receipt of the offer to deliver or collect items for consumption outside the restaurant, the Provider shall send a confirmation to the Customer on behalf of the Vapiano restaurant concerned, i.e. in the name of and for the account of the restaurant, of the receipt of the offer by email or as a message within the Vapiano App (hereinafter referred to as the **"confirmation email"**). The acceptance shall be deemed to have been submitted by the Provider declaring on behalf of the Vapiano restaurant concerned – or the Vapiano restaurant itself declaring – acceptance to the Customer (by email) or transfers, provides or dispatches the items.

(6) The Provider and the Vapiano restaurant concerned may refuse to accept the offer in individual cases (e.g. if it suspects that the order is not genuine, a debit / credit card is being misused or the address is outside the delivery area) without giving reasons.

**Article 17 Payment**

(1) The Customer shall pay the purchase price to the Vapiano restaurant providing the service. Orders can be paid for by the customer in cash on delivery of the items, or by online payment.

(2) All stated prices are gross prices (including VAT). Costs for payment and dispatch which are incurred in addition to the price of the items shall be notified to the

Customer in a clear, understandable and prominent manner immediately before he or she places his or her order.

(3) The payment methods which are offered to the Customer for processing the payment shall be at the Provider's discretion. The payment methods shall be notified to the Customer not later than at the start of the ordering process in a clear and unambiguous manner and made available to the Customer for selection. Currently, these methods are payment in cash or by credit card. The payment method is selected bindingly by the customer during the ordering process.

**Article 18 Statutory right of revocation; exclusion**

(1) The Customer who is a consumer is entitled to a right of revocation, subject to statutorily defined conditions, in relation to the respective Vapiano restaurant. The details are given in the Revocation instruction.

(2) There will not be a right of revocation

- if the ordered item is food, as this is individually prepared for the Customer, Article 312g (2) S. 1 No. 1 BGB (German Civil Code)

- for contracts on the delivery of food that may perish quickly or the shelf life of which would be exceeded very quickly, Article 312g (2) S. 1 No. 2 BGB (German Civil Code)

- in the case of other products, in particular drinks, if the sealing was removed, Article 312g (2) No. 3 BGB (German Civil Code)

(3) Any existing statutory right of revocation shall expire if the participating restaurant has fully rendered all services ordered by the Customer and only started rendering such services after the Customer had given his explicit consent that he would lose his right of revocation upon complete contract fulfilment by the respective Vapiano restaurant, provided such consent was transmitted on a permanent data carrier.

**E. General Provisions, Amendments, Liability, Final Provisions**

**Article 19 Amendments/Supplements/Discontinuation**

(1) The Provider reserves the right to discontinue individual or all services while taking into account the interests of the Customers and maintaining a reasonable period of notice, or where good cause exists without observing such a period of notice, or to supplement or change such services for the future – and in particular to amend or supplement the present General Terms and Conditions – provided that this is required in the interests of easy and safe handling, to prevent misuse or for other reasons.

(2) Amendments will be communicated to the participant in advance at the last email address provided. An amendment shall be considered to have been approved if the Customer does not discontinue their participation according to Article 22 within one month of the despatch date of the email, or if they use their personal VAPIANO PEOPLE QR code to obtain reward points or to register visits after the expiry of that

notice period. Participants shall be notified of this again separately in the announcement of the amendment.

**Article 20 Liability**

(1) The Provider shall be liable neither for the Vapiano restaurant nor for the Customer with respect to the execution of the mediated contract. The Provider offers no guarantee whatsoever for the quantity, quality or other services offered by the respective Vapiano restaurants. All content offered within the framework of the Vapiano App or on the website is exclusively the responsibility of the respective Vapiano restaurant. In the event of any problems with the processing of the order, primarily the respective Vapiano restaurant must be contacted.

(2) The product images provided are for illustrative purposes only and are symbolic images. The Provider and the respective Vapiano restaurant reserve the right to deviate to a reasonable extent from the symbolic illustrations.

(3) The Provider shall not be liable for damage caused by third parties or interruptions to the availability of the Vapiano App for which the Provider is not responsible (e.g. technical problems of the internet or UMTS transmission which cannot be influenced by one of the parties).

(4) The Vapiano App can also contain references (= links) to other websites. The Provider is not responsible for the contents of the linked websites and does not assume any liability or guarantee for the accuracy of the contents of the linked pages. Furthermore, the data protection references on the linked pages are not part of the contents of these General Terms and Conditions of Business.

(5) The liability of VIM and the participating Vapiano restaurants for damages for whatever legal reason, in particular due to impossibility of performance, delay, other breaches of contract and duty, the infringement of obligations during contract negotiations and a tortious act shall be limited – insofar as culpability is involved – by the following provisions.

(6) VIM and the Vapiano restaurants involved shall not be liable in the case of simple negligence on the part of their bodies, legal representatives, employees or other vicarious agents, provided that the infringement of cardinal obligations is not involved. Cardinal obligations are obligations whose fulfilment makes possible the proper execution of the contract and on compliance with which the contractual partner normally relies or may rely on, and the infringement of which jeopardises the achievement of the contractual purpose.

(7) Insofar as VIM and/or the respective Vapiano restaurant is liable for damages according to Article 20, paragraph 6, this liability shall be limited to damage that VIM or the Vapiano restaurant concerned foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or should have foreseen if it had exercised due diligence. Indirect damage and consequential damage which are the consequence of defects to the delivered item shall only be replaceable insofar as such damage is typically to be expected when the delivered item is used as intended.

(8) The above liability exclusions and limitations apply to the same extent in favour of the bodies, legal representatives, employees and other vicarious agents of VIM, as well as the participating Vapiano restaurants.

(9) The restrictions of this Article 20 shall not apply to the liability of VIM or a Vapiano restaurant based on wilful behaviour or injury to life, body or health.

(10) The provisions of the Product Liability Act remain unaffected.

**Article 21 Data Protection**

With respect to the collection and processing of personal data, the provisions of the VIM data protection regulations, as well as the B+S Card Services Clearing House, shall apply. These are available at https://de.vapiano.com/de/data-security/ or https://www.bs-card-service.com/de/datenschutz/.

**Article 22 Termination**

(1) The Customer is entitled to terminate the contract on the use of the app at any time without stating reasons to the Provider.

(2) The Customer may – irrespective of the use of the Vapiano App – terminate his or her entire account, including the Mobile Payment registration and participation in the VAPIANO PEOPLE rewards programme, at any time without giving reasons. In order to do so, he or she can open the "My People" menu section of the Vapiano App and select the menu item which is used to change the personal data. After entering his or her access data, the Customer then has to select the "End membership" button.

(3) The Provider is entitled to terminate the contract relating to the use of the app if there are reasons which render it (economically) unreasonable for the Provider to continue the licence agreement.

(4) The Provider is entitled to terminate the participation of the customer in individual services, in particular the VAPIANO PEOPLE Rewards Programme, with a period of notice of six months.

(5) The right to terminate without notice for good cause remains unaffected. The Provider may, in particular, terminate the contract without notice if:

- the Customer intentionally submits incorrect information within the framework of the evaluation system,

- the Customer provided incorrect or incomplete information during initial registration or

- the Customer repeatedly infringes other contractual obligations and does not refrain from the infringement of the obligation even if requested to do so by the Provider.

(6) Insofar as the supplier has terminated the contract, the Customer shall have no right to set up a new account, even under a different name or a different designation.

**Article 23 Final Provisions**

(1) If individual provisions of these General Terms and Conditions of Business are or become invalid and/or conflict with statutory regulations, this shall not affect the validity of the remainder of the General Terms and Conditions of Business. By mutual

agreement between the parties, the invalid provision shall be replaced by a provision which comes as close as possible to the economic sense and purpose of the invalid provision in a legally effective manner. The above provision shall apply accordingly in the case of gaps or omissions in the provisions.

(2) If the Customer is a merchant, a legal entity under public law or a public-law special fund, the place of jurisdiction for all disputes arising from the contractual relationships between the Customer and the Provider shall be Cologne.

(3) VIM is not willing or obliged to participate in a dispute settlement procedure before a consumer arbitration body.

(4) All contractual relationships between Customers and VIM shall be governed by German law.