# **General Terms and Conditions (AGB)**

#### Last update: 07.01.2021

All general terms and conditions (contract text) are stored and maintained in the various versions. These are available to the customer as PDF documents after the conclusion of the contract.

All versions of the AGB:

01.01.2021: tos\_en\_20210101.pdf

01.07.2020: tos\_en\_20200701.pdf

01.08.2019: tos\_en\_20190801.pdf

#### Service provided

The service offered by sovacy.com is a social network as an online service for the communication, interaction, information exchange and relationship building of participants. The generated content is stored on the storage clouds specified by the user. Administrative data is stored for operation, see data protectiondeclaration.

#### 1. Membership

- 1.1. Sovacy.com offers three types of memberships for private end users: A free membership, premium account and lead user account.
- 1.2. Sovacy.com offers two types of membership for companies: One free membership and one Verified account.
- 1.3. An Internet connection is required to use the service. A Sovacy membership runs automatically until terminated. The monthly costs are described in the price structure section.
- 1.4. As long as the membership is not cancelled before the invoice date, you agree that the membership fee for the following billing period will be debited from your account with the selected payment method.

## 2. Price structure

Premium account:	1€ per month incl. VAT. (final price)
(end user)	Value added tax amount (19%): 0,16 €
	Net amount: 0,84 €
Lead User Account:	100€ per month incl. VAT (final price)
(end user)	Value added tax amount (19%): 15.97€

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Net amount: 84.03 €
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Verified account: 1000€ per month without VAT. (final price)

(Company)

# 3. Start and duration of contract

- 3.1. The presentation of the service does not represent a legally binding, but a non-binding offer. By clicking on the button "complete for a fee" you are placing a binding order for the service.
- 3.2. The offer is provided after activation by Hyperlinklink sent by e-mail. If available, the ordered service will be provided immediately.
- 3.3. Unless otherwise agreed, the services shall have a minimum duration of one (1) month from the date of application.
- 3.4. The term is automatically extended by one month at the end of the term.
- 3.5. The GTC on which the contract is based is stored by the company Sovacy UG (haftungsbeschränkt) and is accessible as a PDF document. (see list at <a href="https://sovacy.com/a\_en.htm">https://sovacy.com/a\_en.htm</a>)

# 4. Terms of payment

- 4.1. As payment methods we currently offer payment by direct debit and credit card.
- 4.2. If a method of payment by direct debit is selected, we shall apply the SEPA Direct Debit Scheme with all statutory provisions.
- 4.3. Your credit card account will be debited upon completion of the order.
- 4.4. Invoices and reminders are created automatically. These are available as PDF documents in the user's account area.
- 4.5. Costs for unauthorised return debits shall be borne by the customer.

# 5. Termination

- 5.1. The ongoing contract (membership) can be terminated at any time with immediate effect for the future, unless the contract contains a specially agreed period of notice.
- 5.2. In the event of termination of a contract with an agreed period of notice or minimum useful life, the customer shall continue to be entitled to the contractually agreed services until the end of the remaining contractual term.
- 5.3. A cancellation will be converted into a free membership at the end of the contract period.

# 6. Revocation instruction: Right of revocation

- 6.1. You have the right to revoke this contract within fourteen days without giving reasons.
- 6.2. The revocation period is fourteen days from the date of conclusion of the contract.
- 6.3. In order to exercise your right of revocation, you must

Sovacy UG (haftungsbeschränkt)

Azaleenstraße 5F

04249 Leipzig

Germany (German)

## info@sovacy.com

phone: 01708169844

Inform you of your decision to revoke this Agreement by means of a clear statement (e.g. a letter sent by post, e-mail, click on the revocation button in the Account section). You can use the attached model withdrawal form, which is not mandatory.

- 6.4. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.
- 6.5. Sample withdrawal form

# Sample withdrawal form

(If you want to cancel the contract, please fill out this form and send it back.)

An Sovacy UG (haftungsbeschränkt), Azaleenstraße 5F, 04249 Leipzig Germany, <u>info@sovacy.com</u>
I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following service:

Account user (e-mail): Account ID:

- Ordered on:
- Name(s) of consumer(s)
- Address of the consumer(s)
- Signature of consumer(s) (only for paper communication)
- date

(\*) Delete as appropriate.

# 7. Revocation instruction: Consequences of the revocation

- 7.1. If you revoke this Agreement, we shall reimburse you immediately and no later than fourteen days from the date on which we receive notice of your revocation of this Agreement for all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us). For this refund we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for the refund.
- 7.2. If you have requested that the Service be commenced during the withdrawal period, you shall pay us a reasonable amount equal to the proportion of the Services already provided

by the time you notify us of the exercise of the right of withdrawal in respect of this Agreement in relation to the total Services provided in the Agreement.

## 8. Changes to these terms and conditions

- 8.1. We reserve the right to change these terms and conditions if such change is reasonable in the interests of us and you, i.e. without significant legal or economic disadvantages.
- 8.2. The information will be sent to the email address provided by you with reasonable advance notice, i.e. at least one month before the intended effective date.
- 8.3. If you do not agree with a change we intend to make, you have the right to object to the change within one month of notification. If you object in due time, we are entitled to terminate the contract in writing with one month's notice to the end of the calendar month.

#### 9. Place of jurisdiction

9.1. Place of performance and jurisdiction for merchants, legal entities under public law or special funds under public law is Leipzig. German law applies exclusively.

#### 10. Online dispute resolution

- 10.1. We are not obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.
- 10.2. Platform of the EU Commission for online dispute resolution:

https://www.ec.europa.eu/consumers/odr