

# Unite Terms of Use

Unite is a neutral B2B network. The Unite infrastructure allows Customers and Providers to liaise directly and process their business transactions electronically – optionally with the involvement of Cooperating Partners – based on these Terms of Use. These Terms of Use are divided into different sections. General Section A regulates the general terms and conditions regarding the relationship between Unite Network SE, the Acting Person and the Companies. Special Section B regulates the basic contractual terms between Customers and Providers. Part C regulates invoicing via Unite Financial Services. Part D regulates the use of Unite by means of an application programming interface (API).

## A General Section

### 1 Subject matter, definitions, inclusion of the General Terms and Conditions

#### 1.1 Contractual subject matter

**1.1.1** The Unite B2B network enables companies – optionally with the involvement of Cooperating Partners – to conduct e-business with each other as well as to offer each other, purchase and/or use items and services on the basis of the following Terms of Use.

**1.1.2** Unite Network SE shall only be the contractual partner for the services offered by Unite, but not the seller or provider of goods and/or services of the Provider. Unite shall not act as a representative of the Companies. Responsibility for compliance with all legal provisions and official rulings within the legal system applicable to the respective contract concluded via Unite shall lie exclusively with the respective contractual Parties.

#### 1.2 Definitions

**1.2.1** ‘Unite’ means the B2B network of Unite Network SE.

**1.2.2** ‘Unite Financial Services’ means the Affiliated Company of Unite Network SE which is commissioned by the latter to issue invoices and process payments, and which is specified to the Customer and the Provider at [https://unite.eu/en\\_GB/howTo/ufs-entities](https://unite.eu/en_GB/howTo/ufs-entities) as the invoicing party for the country concerned. In so far as required by law, Unite Financial Services will appoint a payment service provider to accept and forward payments.

**1.2.3** ‘Acting Person’ denotes a natural person who actually uses Unite.

**1.2.4** The ‘Company’ means the contractual partner of Unite Network SE which acts as a Provider or a Customer.

**1.2.5** ‘Users’ may refer to both the Acting Person and the Company.

**1.2.6** ‘Provider’ denotes the contractual partner selling its goods and/or services to Customers via the Unite platform.

**1.2.7** ‘Customer’ refers to the Company to which the Provider sells goods and/or renders services via Unite.

**1.2.8** ‘Parties’ means the Company, the Acting Person and Unite Network SE.

**1.2.9** ‘Affiliated Company’ of a Party means any legal entity, person or organisation which ...

- (1) is controlled by the respective Party or
- (2) controls the respective Party or
- (3) is controlled by the same Affiliated Company as that controlling the respective Party.

‘Control’ means the direct or indirect ownership of more than 50% of the voting rights in such a company or the contractually or otherwise granted power to appoint the management of this company.

**1.2.10** ‘Cooperating Partner’ means a service provider for e-business solutions which, by working with Unite Network SE, provides its customers with access to Unite via a Unite API and/or the Cooperating Partner’s system.

**1.2.11** ‘Third Party’ means anyone not covered by the terms Party or Partner.

**1.3** The contractual relationship between Unite Network SE and the User is governed solely by these Terms of Use as amended. The Unite Terms of Use can be viewed and printed at [https://unite.eu/en\\_GB/terms-of-use](https://unite.eu/en_GB/terms-of-use).

**1.4** Unite offers the Company a variety of features enabling business transactions to be processed electronically between Customers and Providers. For these features, special conditions of the respective Parties and/or Partners may apply in addition to these Terms of Use. Such separate terms and conditions shall be referred to explicitly.

## 2 Using Unite

**2.1** By using Unite, the User accepts these Terms of Use.

**2.2** In order to be able to use all features of Unite, prior registration with Unite is required. Upon registration, an agreement concerning the use of Unite based on these Terms of Use and the Unite Privacy Policy (hereinafter the ‘User Agreement’) is concluded between Unite Network SE and the User.

**2.3** When an Acting Person creates a Company in their Unite account, the Acting Person concludes a User Agreement with Unite Network SE on behalf of the respective Company. If an Acting Person creates a Company in their Unite account and/or uses Unite on behalf of a Company, the Acting Person shall represent and warrant that the Acting Person is authorised to commit this Company to the Terms of Use, and all references to the Acting Person in these Terms of Use shall relate to the respective Company as well. A Company which, by way of exception, was not properly represented upon the conclusion of the contract must approve the User Agreement by the time it executes its first transaction via Unite.

**2.4** The Company must ensure that any Acting Person or Third Party involved in the use of Unite as a service provider complies with these Terms of Use as well as all other applicable contractual stipulations agreed between the Company and Unite Network SE or the Partner. The Company also acknowledges and agrees that any action or omission by an Acting Person or Third Party which breaches these Terms of Use shall be considered by Unite Network SE as a breach by the Company.

**2.5** If a Company wishes to integrate its Affiliated Companies into Unite as well, the Company shall set up these Affiliated Companies in its Unite account. The Customer agrees to use solely the addresses stored in its Unite account for billing purposes for orders placed via Unite. If a Customer lists billing addresses of unregistered Third Parties that are not stored in its account as the shipping address when placing an order, neither the forwarding of this order by Unite nor delivery by the Provider shall constitute a contract between the Provider and the Third Party concerning the item ordered; instead, solely the Customer shall be entitled and obliged by this order.

**2.6** Unite may be accessed exclusively by natural and legal persons or partnerships with legal capacity that are exercising their commercial or independent professional activity when concluding legal transactions through Unite as well as by freelancers, authorities, corporations under public law, and registered associations.

**2.7** Natural persons acting as a Company or on behalf of a Company must be at least 18 years of age.

**2.8** Unite Network SE grants the User a worldwide, non-exclusive, free, non-transferrable, non-sublicensable licence to use Unite in connection with the contractual subject matter for the duration of the User Agreement and within the scope of these Terms of Use.

**2.9** The User shall be responsible for ensuring that it has the required technological wherewithal to access Unite, particularly regarding hardware and operating system software, internet connection, and up-to-date and widespread browser software. Unite Network SE will inform the User about the system requirements upon request; details are also available on <https://unite.eu>.

### **3 Obligations of the User**

**3.1** The User undertakes not to breach any applicable legal provisions, these Terms of Use, or any other potential contractual stipulations. This obligation includes (but is not limited to):

**3.1.1** the prohibition of providing content on Unite and/or via Partners using Unite which violates legal provisions, official orders or moral standards,

**3.1.2** the prohibition of providing content on Unite and/or via Partners using Unite which violates rights of the Parties, their Affiliated Companies, Partners or Third Parties, particularly copyright, patent and trademark rights, or trade secrets,

**3.1.3** the prohibition of statements and opinions that are racist, grossly inappropriate, extremist, insulting, discriminatory, glorify violence, or encourage criminal acts, as well as of any other violations of personal rights.

**3.2** The content provided on Unite or via Partners using Unite, such as texts, graphics, logos, images and video clips, is protected by German and international copyright and database law, and may not be used without the express consent of the holder of the respective rights. Users may not use automated programs, such as crawling and extraction software, to extract any significant components from Unite or the offerings and services of the Partner for reuse without the express consent of the holder of the respective rights. Furthermore, Users may not create and/or publish their own database containing significant parts from the offering, services or terms of Unite Network SE or the Partners without the express consent of the holder of the respective rights. In addition, the User may not carry out any modification, translation, reverse engineering, disassembly, reconstruction, decompiling or copying of the content provided on Unite and/or via Partners using Unite. The User shall bear the burden of proof for demonstrating that consent has been received from the rights holder.

### **4 Electronic communication, responsibility for access data**

**4.1** Unite Network SE and the User agree that all contractually relevant statements may be submitted in written or electronic form.

**4.2** Users shall ensure that the data provided upon request by Unite Network SE upon registration and Company integration is complete and correct. If the submitted data changes after registration or the integration of a Company, the User agrees to notify Unite Network SE of these changes without delay.

**4.3** The User shall be responsible for keeping the data required to access its Unite account confidential. The User must not forward access data to Third Parties.

**4.4** The User agrees that it is responsible for all activities authorised through its Unite account unless the User has taken all necessary and reasonable precautions to ensure that the access data for its Unite account is kept confidential and securely.

**4.5** The User shall inform Unite without delay if it suspects that an unauthorised Third Party has obtained its access data or used the access data without authorisation, or that such action may be anticipated.

#### **5 Measures following breaches of obligations**

**5.1** Unite Network SE shall have the right to take one or more of the following measures if there is any indication that the User has not complied with or has breached legal regulations, third-party rights, the Terms of Use, or any other agreements between Unite Network SE and the User:

- (1) Instructing the User to desist from or rectify such conduct;
- (2) Deleting the respective content;
- (3) Limiting the features of Unite;
- (4) Temporary suspension;
- (5) Permanent suspension. Unite Network SE shall be entitled to bar the User from using Unite permanently as soon as Unite Network SE has terminated its contract with the User or for good cause entitling Unite Network SE to terminate the User Agreement without notice.

**5.2** When choosing from the aforementioned measures and the order in which they are to be applied, Unite Network SE must take into consideration the legitimate interests of the User, particularly whether there is any indication that the User is not responsible or bears only limited responsibility for the breach. In the event of temporary suspension, having given the User a fair hearing, Unite Network SE will decide in due course at its reasonable discretion whether to reinstate the User, and will notify the User of its decision.

#### **6 Fees**

**6.1** Unite Network SE may levy a fee for Companies using individual features of Unite. The Company shall be notified of whether and when a fee is levied and how it is calculated before it decides whether to use such features.

**6.2** Unite Network SE may change its fees at any time and agrees to notify the Company accordingly, giving appropriate notice prior to these changes coming into effect. Such changes to fees shall not retroactively affect usage before the changes come into effect.

#### **7 Period and termination of the User Agreement**

**7.1** The User Agreement is concluded for an indefinite period of time.

**7.2** The User may terminate the User Agreement at any time unless a longer period has been agreed on the basis of further contractual obligations.

**7.3** Unite Network SE may terminate the User Agreement with effect from the end of any calendar month with three months' notice. The right to suspend a User shall remain unaffected.

**7.4** Notwithstanding suspension or termination, contracts which have not been completed by the time termination or suspension takes effect will still be duly processed.

**7.5** The confidentiality obligation pursuant to Section 11 will survive the termination of the User Agreement.

#### **8 Liability of Unite Network SE**

**8.1** Unite Network SE cannot be held liable for limited capacity or the availability of Unite (e.g. system failures, non-accessibility, non-availability, data loss) not caused by Unite Network SE, particularly in cases caused by circumstances which are beyond the control of Unite Network SE (e.g. disruptions or outages of the telecommunications network). Moreover, Unite Network SE cannot be held liable if such cases were caused by technical or operational aspects which are within the control of Unite Network SE but do not cause the number of hours of availability in any calendar year to drop below 99%. Previously announced maintenance work outside usual business hours as well as at weekends and on national holidays shall not be deemed an outage. Limited capacity or availability shall not constitute faulty performance by Unite Network SE.

**8.2** The User shall be responsible for establishing and maintaining appropriate data backup systems. Unite Network SE shall be liable for data losses only if the User could not have avoided such losses by using suitable data backup systems.

**8.3** Irrespective of the above, Unite Network SE shall be liable without limitation for any loss arising from death or personal injury resulting from any breach of its obligations by Unite Network SE's legal representatives or vicarious agents

**8.4** Furthermore, Unite Network SE will also be liable for any other loss resulting from intentional or grossly negligent breach of obligations by Unite Network SE or its legal representatives or vicarious agents.

**8.5** In the case of other loss attributable to ordinary negligence, Unite Network SE shall be liable if it has infringed a material contractual obligation; however, its liability will be limited to the loss foreseeable at the time when the User Agreement was concluded and that is typical given the nature of the User Agreement, i.e. no more than €5 million per case. Material contractual obligations are obligations whose performance is essential for the proper execution of a contract, on whose performance the Supplier may reasonably rely, and the breach of which will jeopardise the achievement of the contractual purpose.

**8.6** The above provisions shall apply equally in favour of Users as well as in favour of Affiliated Companies of Customers, Providers and Unite Network SE, particularly Unite Financial Services.

**8.7** Unite Network SE will not be responsible for the content uploaded by Users and will not appropriate it.

## 9 Embargo regulations

**9.1** Neither the User nor any of its Affiliated Companies or financial institutions are subject to sanctions, are included on any list of prohibited or restricted persons or companies, or are owned or controlled by any person named on such a list, including but not limited to the sanction lists maintained by the United Nations, the European Union or its Member States as well as lists of prohibited or restricted parties and/or products maintained by the government of the United States of America.

**9.2** The legal transactions to be processed via Unite, including the related capital and payment transactions, are not affected by any embargo measures.

**9.3** If these requirements are not met, the User shall be barred from using Unite, and Unite Network SE will be entitled to terminate the User Agreement for good cause without notice.

## 10 Data protection

The User shall – at its own expense – ensure compliance with applicable national and international regulations on data protection, in particular the General Data Protection Regulation (GDPR), as well as any potential subsequent or supplementary regulations within the User's field of responsibility.

## 11 Confidentiality

**11.1** 'Confidential Information' means all information and documents of the other respective Party which have been marked as confidential or must be regarded as confidential in light of the circumstances, particularly information about operational procedures, business relations and knowledge.

**11.2** The Parties agree to maintain confidentiality relating to Confidential Information.

**11.3** The confidentiality obligation does not apply to any information which ...

- (1) the Party was demonstrably aware of, or was made aware of, by a Third Party at the time the contract was concluded with the respective Party, without this representing a breach of any non-disclosure agreement, legal provisions or official regulations;
- (2) was public knowledge at the time the contract was concluded with the respective Party or was publicly disclosed afterwards, without this being attributable to a breach of the contract with the respective Party;
- (3) is disclosed to Affiliated Companies, employees or authorised representatives of the other Party to the extent that they need this information for the execution of the contract with the respective Party. The recipients of disclosed information are to be obliged to maintain confidentiality to the same extent;
- (4) must be disclosed due to legal obligations or by order of a court or a public authority. As far as

permissible and possible, the Party obliged to disclose the information shall notify the other Party of this obligation and give the other Party an opportunity to take action against this disclosure;

- (5) is disclosed by employees of the disclosing Party to the responsible authorities in fulfilling or exercising rights defined in compliance standards and/or legal regulations.

The Party invoking such an exception bears the burden of proof.

## 12 Indemnity

**12.1** The User agrees to indemnify Unite Network SE and Unite Financial Services against all legitimate claims asserted by other Users or other Third Parties against Unite Network SE and/or Unite Financial Services due to a culpable infringement of legal, contractual stipulations and/or due to other culpable conduct by the User relating to the use of Unite.

**12.2** In particular, indemnity shall cover the services to be rendered by Unite Network SE or Unite Financial Services to Third Parties such as compensation for loss, penalties due to breaches of cease-and-desist declarations or declarations of commitment subject to contractual penalty, or fines, and the expenses incurred by Unite Network SE or Unite Financial Services in connection with such claims, such as costs incurred for the appropriate protection of their rights.

**12.3** This indemnity applies to the same extent to the executives, board members, employees, legal representatives and deputies of Unite Network SE and its Affiliated Companies, particularly Unite Financial Services.

**12.4** Claims arising therefrom shall become time-barred in accordance with the statutory limitation periods, starting at the end of the calendar year in which the claims were asserted against the creditor of the indemnity claim.

**12.5** Claims under this Section 12 are subject to the limitations set out in Section 8 (Liability).

## 13 Governing law, jurisdiction

**13.1** These Terms of use shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**13.2** The exclusive place of jurisdiction for all disputes arising between Unite Network SE and the User shall be the location where Unite Network SE is registered if the Customer is a business entity, a legal entity under public law or a special fund under public law.

**13.3** Notwithstanding the previous provision, Unite Network SE shall be entitled to take legal action at any other legally permissible common place of jurisdiction

## 14 Amendment of the Terms of Use

The User shall be notified of any reasonable changes to non-material elements of these Terms of Use. These changes shall be deemed to have been approved if the User continues to use

Unite after the changes have come into effect and does not terminate the User Agreement. Unite Network SE will draw attention to this consequence in its notification. Unite Network SE will only implement such changes for valid reasons, in particular due to new technical developments, changes in jurisdiction, or other reasons of equal importance.

## **B Special Section**

When using Unite, the Customer and the Provider agree to establish and execute their contractual relationships on the basis of the following terms and conditions of business.

### **15 Application of conflicting regulations**

**15.1** The contractual provisions in the Provider–Customer relationship shall apply in the following order. In the event of potential conflicting interpretations, the provisions will be applicable in the following order and will take precedence over the regulations of lower priority.

**15.1.1** If Unite is used through pre-integration into a Partner's system and if, within the framework of this integration, deviating contractual conditions between the Company and the Partner have already been agreed, these shall take precedence insofar as they relate to the Provider–Customer relationship.

**15.1.2** If one Company refers to its own terms of contract which have the same subject matter as this Special Section of the Terms of Use vis-à-vis another Company, its own terms of contract shall take precedence over this Special Section of the Terms of Use insofar as they relate to the Provider–Customer relationship.

**15.1.3** If one Company refers to its own terms of contract which contain additional subject matter in addition to this Special Section of the Terms of Use vis-à-vis another Company, its own terms of contract shall apply in addition to this Special Section of the Terms of Use insofar as they relate to the Provider–Customer relationship.

**15.1.4** If no case as set out in 15.1.1 to 15.1.3 exists, exclusively the Special Section of these Terms of Use shall apply in the Provider–Customer relationship. The provisions from the General Section of these Terms of Use shall, *mutatis mutandis*, also apply to the relationship between the Provider and the Customer, unless this Special Section contains a more specific provision relating to the respective circumstances.

**15.2** The inclusion of standard terms and conditions by referencing to delivery notes, order confirmations, dispatch notifications, invoices or any other comparable documents is excluded. The Companies waive the defence that their standard terms and conditions have been included by virtue of having been referenced in the aforementioned documents, irrespective of any stipulations expressly agreed.

### **16 Conclusion of contract**

**16.1** A framework contract based on the Special Section of the Terms of Use is established between the Customer and Provider upon their connection through Unite or via a Partner using Unite.

**16.2** The individual contract concerning the use of the goods and services offered by the Provider to the Customer comes about between the Provider and the Customer upon acceptance by the Provider in accordance with the Customer's offer pursuant to the following provisions.

**16.3** The goods and/or services offered online on Unite by the Partner constitute an invitation by the Provider to the Customer to submit an offer for the conclusion of an individual contract.

**16.4** The Customer's order is the offer to the Provider to conclude a sales contract under the conditions indicated in the order. Unite Network SE itself will forward the order to the Provider or use a Partner to do so.

**16.5** Confirmation of receipt of an order does not constitute acceptance of the offer.

**16.6** The individual contract is concluded through an express declaration of acceptance by the Provider to the Customer or, if no such declaration has been made, when the goods are shipped or the service due is rendered to the Customer.

**16.7** In the event of a partial delivery/partial performance, the individual contract shall only be concluded for the part of the order which has been shipped/rendered.

**16.8** Any mandatory information required under applicable law in electronic commerce shall be waived for simplification purposes.

### **17 Display**

The Provider is aware that the Customer may agree customisation with Partners, resulting in limitations to the visibility of the Provider's product range for this Customer.

### **18 Place of performance and transport risk**

The Provider shall deliver the goods, unloaded, to the Customer at the destination specified by the Customer, which shall also be the place of performance. Any risk relating to the transportation and unloading of the goods shall be borne by the Provider. The Provider must insure the goods adequately as it sees fit.

### **19 Reservation of title**

**19.1** The goods delivered remain the property of the Provider until the purchase price has been paid in full.

**19.2** The Customer is not entitled to pledge the goods under retention of title, to assign them as a security, or grant Third Parties any other rights of security to them. Should a Third Party nevertheless acquire any rights to such goods, the Customer here and now assigns all subsequent rights it acquires thereby to the Provider, and the Provider accepts such assignment. The Customer must inform the Provider without delay if goods have been pledged, seized, or otherwise disposed of by any Third Party.



**19.3** The Customer is entitled to process and/or sell the goods in the ordinary course of business. If the goods are sold, at the time of the order the Customer will assign to the Provider the claims arising from the resale and other claims taking the place of the goods or otherwise arising with regard to the goods to the amount of the value of the goods. The Provider accepts this assignment.

**19.4** The retained title shall be released by the Provider as soon as and to the extent that the portfolio of collateral exceeds 110% of the attainable proceeds or, based on the estimated value, 150% of the secured claims against the Customer.

#### **20 Payment**

Payment shall be due immediately after invoicing without any deduction unless otherwise agreed, in individual cases, by the Customer and Provider.

#### **21 Set-off and retention**

**21.1** A Company may only offset claims with its own claims if the latter have been established as legally binding or are undisputed between the Parties. This does not apply to counterclaims arising from the same contractual relationship.

**21.2** A Company may only assert rights of retention based on counterclaims arising from the same individual contractual relationship.

#### **22 Notification of defects**

**22.1** The Customer must inspect the goods immediately after delivery (to the extent that this is practical in the ordinary course of business) and upon the discovery of any defects notify the Provider without delay.

**22.2** A Customer failing to provide such notification shall be deemed to have accepted the goods unless the defect in question cannot be discerned in such an inspection.

**22.3** Upon the subsequent appearance of a defect that is not discerned in such an inspection, the Provider must be notified without delay following its discovery; otherwise, the goods will be deemed to have been accepted notwithstanding such a defect.

**22.4** The Customer's rights are sufficiently protected by submitting notification of defects in good time.

**22.5** If the Provider intentionally conceals any defects, the Provider may not cite the provisions set out in this section.

#### **23 Liability**

**23.1** The Companies shall be mutually liable without limitation for any loss arising from death or personal injury resulting from any breach of obligations by the respective Company or the legal representatives or vicarious agents of the respective Company.

**23.2** Furthermore, the Companies shall also be mutually liable for any other loss resulting from an intentional or grossly negligent breach of obligations by the respective Company or the legal representatives or vicarious agents of the respective Company. By contrast, in the event of any loss resulting from simple negligence, the respective Company shall be liable following the breach of a material contractual obligation for the loss which is typical given the nature of the contract and which could reasonably have been foreseen at the time the contract was concluded.

**23.3** Material contractual obligations are obligations whose performance is essential for the proper execution of the agreement, on whose performance the Company may reasonably rely, and the breach of which will jeopardise the achievement of the contractual purpose.

**23.4** Liability in accordance with product liability legislation as well as for cases of malicious fraud and/or guarantees shall remain unaffected.

**23.5** These terms of liability shall apply equally to any claims against management bodies and/or employees of the respective Company.

#### **24 Prices**

Price quotations do not include any potential shipping costs unless expressly stated otherwise.

#### **25 Termination of the framework agreement**

The Customer and the Provider may terminate the framework agreement with the respective other Company at any time, unless mandatory legal provisions within the applicable legal system dictate otherwise.

#### **26 Governing law, jurisdiction, contractual language**

**26.1** The agreement between the Provider and the Customer shall be governed by the law of the country where the Provider's head office is registered.

**26.2** The exclusive place of jurisdiction for all disputes arising between the Provider and the Customer shall be the location where the Provider's head office is registered if the Customer is a business entity, a legal entity under public law, or a special fund under public law.

**26.3** Notwithstanding the previous provision, the Provider shall be entitled to take legal action against the Customer at any other legally permissible general place of jurisdiction.

**26.4** The contractual language shall be the national language spoken at the place of business of the Provider's office.

## C Billing and payment processing by Unite Financial Services

In so far as invoicing and payment processing are carried out via Unite Financial Services, the following provisions shall apply. The Customer and the Provider commission Unite Network SE to conduct the billing and processing of payments via Unite Financial Services. All payments made by the Customer within the normal course of business are to be made exclusively to the account specified by Unite Financial Services. The fact that Unite Financial Services issues invoices and processes payments enables the Customer if it so chooses to set up Unite Financial Services as the sole creditor for all Providers which have agreed this model (the 'Single Creditor model') with Unite Network SE.

### 27 Authorisation

**27.1** The Customer and the Provider commission and authorise Unite Network SE to commission and authorise Unite Financial Services as set out on [https://unite.eu/en\\_GB/howTo/invoice-specifications-ufs](https://unite.eu/en_GB/howTo/invoice-specifications-ufs)(i) to create automated invoices for the Customer on behalf and for the account of the Provider and (ii) by using a payment service provider in each case, to accept and forward payments made by the Customer to the Provider – where legally required, with the assistance of a payment service provider.

**27.2** The Customer agrees to be sent invoices electronically.

### 28 Customer payments

**28.1** Only payments made to the account specified by Unite Financial Services shall constitute full discharge of the Customer's debt to the creditor/Provider. Payment is not to be made directly to the Provider in such cases unless, after an unsuccessful dunning process, Unite Financial Services has transferred payment processing to the Provider.

**28.2** Customer and Provider agree that the period of payment shall be 30 days.

**28.3** If the Customer has an approval workflow in place, during this approval period it may occur that the Provider alters its prices. In order to ensure smooth order processing and invoicing, the Customer waives the right to reject invoices in the event of price differences of up to ± 10% resulting from such changes.

### 29 No cross-border business

In its relationship with the Customer, the Provider must ensure that performance is rendered within the same country.

## D Using an API

The following provisions shall apply if the Company is directly connected to Unite via an application programming interface (API).

### 30 Definitions

**30.1** 'Application' denotes the software application, website, interface, or other means via which the User can access the Unite API using the API Login Information.

**30.2** 'API Login Information' refers to any data, including access tokens, used in the respective Unite API for authentication and authorisation.

**30.3** 'Unite API' means any software, including routines, data structures, object classes, protocols, programs, templates, libraries and interfaces, application programming interfaces (APIs), software development kits (SDKs), developer tools, API documentation, updates and other related materials, whether material or immaterial, in whatever form or on whatever medium, which are provided by Unite on [https://portal.unite.eu/en\\_GB/developers/](https://portal.unite.eu/en_GB/developers/) or in other ways.

### 31 Application of the provisions of the General Section of the Terms of Use, order of precedence

Regarding the use of Unite through a Unite API, the provisions from the General Section of these Terms of Use, specifically the provisions on:

- Definitions
- Using Unite
- Obligations of the User
- Electronic communication, responsibility for access data
- Measures following breaches of obligations
- Period and termination of the User Agreement
- Liability of Unite Network SE
- Data protection
- Confidentiality
- Indemnity

shall, mutatis mutandis, also apply to the relationship with Unite Network SE, unless this Section D of the Terms of Use concerning API usage contains a more specific provision for the respective matter.

### 32 Access to the Unite API

**32.1** The API login information is the exclusive property of Unite Network SE, which reserves the right to limit or prevent a User from accessing and using API login information if there is any indication that legal regulations, third-party rights, the Unite Terms of Use, or any other agreements between Unite Network SE and the User have been breached using a Unite API. When deciding the measures to be taken and the order in which they are to be applied, Unite Network SE must take into consideration the legitimate interests of the User, particularly whether there is any indication that the User is not responsible or bears only limited responsibility for the breach.

**32.2** Unite Network SE grants the User a worldwide, non-exclusive, free, non-transferrable, non-sublicensable licence for the duration of the User Agreement and within the scope of these Terms of Use to access the Unite API exclusively in connection with the development, implementation and/or distribution of the application and/content of the Company and solely in accordance with respective API documentation, which is available at <https://portal.unite.eu/developers/> and on which the respective Unite API is based.

**32.3** The Unite API is constantly being improved, for example by adding new and/or removing existing features. Unite Network SE will notify Users of any major changes ('breaking changes') to a Unite API with an appropriate notice period. The User must adjust its systems accordingly within this notice period to enable continued use of the API. Unite Network SE does not guarantee the unlimited functionality of the latest version of the Unite API after such changes have come into effect.

### **33 Prohibited actions**

The use of the Unite API is subject to the following limitations:

**33.1** The Unite API shall be used exclusively for the development and/or distribution of applications and/or content to be employed in connection with the contractual subject matter.

**33.2** The disclosure of API login information or parts thereof shall be limited to the representatives, employees or service providers of the Company who require access in order to use, maintain, implement, correct or update the application in accordance with the Terms of Use, and who are subject to confidentiality obligations which are equal or superior to those contained herein. The Company shall be prohibited from disclosing login information to Third Parties, particularly end users of a Unite API. If the Company discloses or forwards the API login information in breach of this provision, Unite Network SE shall be entitled to suspend access to the API.

**33.3** The User may not distribute, sell, lease, loan, transfer, assign or sublicense to Third Parties any rights granted to the User by the Terms of Use.

**33.4** The User may not use or access the Unite API to monitor the availability, performance or functionality of the Unite API, Unite or parts thereof.

**33.5** The User may not remove or destroy any copyright, property or confidentiality notices which have been placed on, are contained in, or are connected to the Unite API.

**33.6** The User may not conduct or participate in any activities which impair, interrupt, overburden, disrupt or corrupt access to the servers, security, networks, data, applications or other properties or services of Unite or Third Parties, or enable unauthorised access thereto.

**33.7** The User agrees to neither circumvent the technical measures put in place to prevent direct access to the database nor make tools or products for this purpose.

**33.8** Furthermore, the User may not carry out any modification, translation, reverse engineering, disassembly, reconstruction, decompiling or copying.

**33.9** The User may not develop any applications which would overload Unite or distribute any spyware, adware, or any other potentially unwanted software.

**33.10** The User may not access or use the Unite API to develop or distribute the application in any way promoting illegal activity.

**33.11** The User may not falsify or alter the unique identifier of the application of the Company or otherwise conceal or change the source of enquiries coming from an application.