

Application for Listing on solute GmbH by Shop Partner

solute GmbH („**solute**“) offers the shop partner („**customer**“) the opportunity to present itself with its product (agreed dataset = containing offer and product data) and its website (homepage and subpages) at **billiger.de solutions network** (channels of solute, e.g. billiger.de, partner channels as well as online marketing campaigns of solute and/or its partners)) and its network. The aim is the best-possible deployment of such channels leading to the best possible reach).

The product data are provided by the customer via a defined interface to solute.

1. Services

- solute integrates the customer's content data incl. **deep link** and/or website links into **billiger.de solutions network** and measures the associated **clicks (advertising clicks)** that redirect to the customer.
- The customer receives a monthly invoice as well as a transparent presentation of the details in form of a reporting.
- To maintain his master data and for insights into the report, solute sets up password-protected access for the partner section (<https://partner.solute.de>).
- After successful registration, the customer is provided with a login and password for the partner area.
- In the partner section, solute provides the customer with various information such as the number of clicks on the shop and the costs as well as the invoices.

2. Billing Mode

The billing basis is the number of advertising clicks on the customer's content data and/or website links measured by solute via the solute network, which redirects the user to the customer's store.

3. Prices

The charge is **€ 0.38** per click. If the billiger.de partner button is integrated into the customer's homepage, solute only charges **€ 0.36**. Further information on the partner button can be found on the partner pages. There is no setup fee.

There is a monthly basic fee for the listing in billiger.de solutions network. The **basic fee is € 32.95 per month** and is due directly at the start of the contract. The basic fee is independent of the shop status (online/offline). If you have more than 1 shop listed in billiger.de solutions network, the basic fee is only charged once.

Invoices are issued per calendar month. The basic fee is in addition to the click turnover and is independent of the monthly budget. The term of payment is 14 days from the date of the invoice. The statutory value added tax is payable on top of the amounts stated.

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Landesbank Baden-Württemberg
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Brands of solute

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4. Technical requirements

The way in which the data must be provided, i.e. the information concerning the interface and the data formats, can be found under „Technical requirements“ in the menu on the partner pages (<https://partner.solute.de>). The requirements are described here. Appendix A to this agreement is the „Information Sheet on Advertising Effectiveness Monitoring“ which provides details of the calculation on the basis of clicks. Appendix A is a binding component of this agreement.

5. Contract term / period of notice

The contract is concluded for an indefinite term and commences upon confirmation of the order or upon provision of the advertising services and shall end upon termination. The contract can be terminated in written form by either party at any time with a period of notice of four weeks to the end of the month.

6. Terms and Conditions

Part of this contract, sent enclosed with this contract, are exclusively the current Terms and Conditions of solute. These Terms and Conditions may also be accessed and viewed via the Internet at <https://partner.solute.de>.

For the listing of shops that (also) offer CBD products (including cannabis seeds, seedlings, and plants), solute expressly points out the obligations agreed upon in clauses 5.7 and 5.8 of the Terms and Conditions. The customer ensures that the offered products comply with legal and regulatory requirements and can be offered and freely sold in the buyer's country. The legal requirements include, in particular, food law regulations, the Novel Food Regulation, pharmaceutical law regulations, the Cosmetics Regulation, as well as general decrees issued by regional authorities.

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Appendix A - Leaflet on advertising success monitoring

Counting Clicks

Basically, every click (Shopclickout) made by a user is recorded by the solute click-tracking service and logged in the solute click database. Prior to invoicing all clicks are validated and in doing so cleansed according to the following rules:

- a) Multiple clicks on one and the same offer, by one and the same user, within one of solute's defined second interval will not be counted.
- b) Clicks from search engines (robots) are filtered out and not counted.
- c) Clicks from the solute company network are filtered out and not counted.

How can you validate those numbers as a customer of solute?

After registering with solute, the customer receives access to the secure partner area (<https://partner.solute.de>), in which the customer can get a daily overview of all clicks relevant to invoicing.

Furthermore, solute recommends its customers to include the provided deeplink URLs in their offer data files to extend explicit source characteristics (also called media code or tracking parameters). Those media codes can be evaluated with suitable tools and the click figures can be checked. Usually, this function is already integrated in the shop software or can be activated at a later stage.

solute conversion-tracking

solute conversion tracking offers the customer a solution for the communication of information about target pages retrieved and sales made. Apart from monitoring regular operations*, conversion tracking enables the data-driven optimization of the conversion rate and of the costs-turnover ratio. solute therefore urgently recommends the integration of Conversion Tracking into shops.

(* Retrieval of target pages is confirmed in CT in order to monitor proper operation. In doing so, in addition to the occurrence "target page was retrieved", the current item price in the shop and information as to whether the offer is currently available are communicated to solute. Such monitoring is optional for the shop. Features can be modified at any time.)

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Terms and conditions of solute GmbH for partner

Version: Karlsruhe, 10.08.2026

1. Definitions

billiger.de solutions network / short: billiger.de solutions = includes all billiger.de solutions channels, e.g. publishers from the billiger.de partner program as well as solute operated price comparison portals and online marketing campaigns of solute and/or the partners

content = agreed dataset = containing offer and product data

website = homepage and subpages of the customer

advertising object = content and website

advertising services = advertising of content or website

portal = billiger.de solutions network, in short: billiger.de solutions

2. Basics

2.1

The subject of this contract is a service provided by solute GmbH, Zeppelinstraße 15, 76185 Karlsruhe, Germany (here referred to as „solute“). The system offers operators of online shops (here referred to as „customers“) the opportunity of sending data records including descriptions of the products they are offering as well as additional information to solute in order to be able to provide the commissioned advertising services to the customer.

2.2

solute only provides the services offered based on these General Terms and Conditions and the request form. The contract shall come into force by order confirmation on the part of solute or with the commencement of the implementation of the services by solute. solute is entitled to amend these General Terms and Conditions of Business with a reasonable period of notice. The announcement takes place by publishing on the Internet on the pages of solute as well as by e-mail to the customer. If the customer does not object to the amended or supplemented terms and conditions within one month of publication on the Internet or dispatch of the e-mail, the changed or supplemented terms and conditions shall become effective. If the customer objects within the time limit, solute is entitled to terminate the contractual relationship at the time at which the amended or supplemented terms and conditions of business become effective. Deviating, conflicting or supplementary general terms and conditions will - even with awareness - not be part of the contract unless solute has explicitly agreed to its validity in writing.

3. Services and rights of solute GmbH

3.1

solute offers its partner shops access to the partner area in which, among other things, statistics as well as copies of invoices are available.

3.2

solute presents the products and website links listed by the customer in his data record via the billiger.de solutions network. The billiger.de solutions network includes its own services and those of its partners. Through this, the user has the opportunity land on the customer's product or page with offers by clicking on a link. This is usually a website on which the costumer offers the presented product for sale. The forwarding of the user via the billiger.de solutions network to the website specified by the customer is to be paid by the customer. The customer is able to see all the partners of the billiger.de solutions network in the customer account. Solute is entitled to change the number of partners by introducing new partners or removing previous ones. This adjustment of the network is based on solute's reasonable judgement, whereby a change is only made to an extent that is reasonable for the customer.

3.3

In order to broaden the advertising reach, solute is entitled to place links to the customer's product or website within the context of editorial contributions in billiger.de solutions network, insofar as this is reasonably acceptable for the customer. Tracked links in this respect are to be paid by the customer.

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3.4

The customer is aware that neither billiger.de nor any other portal that could be connected to the network in the future is obligated to include a specific online store. This means that solute cannot guarantee that each online shop is integrated into all portals of its choice. The customer is entitled to terminate the contract immediately if the online shop is not being accepted by any portal.

3.5

solute implements the electronic integration of the customer's advertising objects into the solute database to which end users obtain access via billiger.de solutions network. A certain form of presentation is not guaranteed. solute uses (e.g. for the presentation of the offers of the online shop on the websites of the portals) among other things the product information consisting of text and images, including any customer identification marks (here referred to as „content“). solute has the right to change the presentation of the transmitted content of the customer to a standardized presentation on the portal. The link that leads from billiger.de solutions to the online shop will, if necessary, be adapted to the specifications of the online shop in the best possible way.

3.6

solute has the right to use the whole or part of the Customer datasets and/or advertising objects in original or supplemented form for displaying ads on paid placement providers (Google, Yahoo! Search Marketing, etc.). The prospects generated thereby are routed directly to the underlying product URL in the Customer dataset via the solute system. If using Bing Ads, the conditions according to the following link <https://about.ads.microsoft.com/en-us/resources/policies/microsoft-advertising-agreement> apply additionally. The customer is obliged to obtain the necessary data protection consent from its customers (end users) via its web store in accordance with the law. The consents must be stored in a legally compliant manner and must be provided to solute on demand.

3.7

solute is entitled to use the complete or partial datasets and/or advertising objects of the customer in their original or amended form in order to place adverts of partner channels, in order to optimize the customer's reach and the conversion. The clicks made there by interested parties shall be forwarded directly via the solute system to the product URL stored in the customer's dataset. Remuneration is paid here as well per forwarded click, according to the contractually agreed prices. For advertising via partner channels the terms under the following link also apply: <https://www.solute.de/ger/agb/avb-kooperationspartner.php>. The customer is obliged to obtain the necessary data protection consent from its customers (end users) via its web store in accordance with the law. The consents must be stored in a legally compliant manner and must be provided to solute on demand.

3.8

solute has the right to extend, change or improve the offered advertising services or performances only if those changes are reasonable for the customer. solute is particularly entitled to change services if this is based on changes that are mandatory for solute as it is caused by its cooperation partner (e.g. a portal) and if it is reasonable for the customer.

3.9

solute is entitled, after written advance notice, to adjust the costs after a period of six weeks. The changed costs apply if the customer does not disagree to the changed price within those six weeks in written form. The contractual relationship shall then be continued with changed costs. If the customer disagrees in time, both parties have the right to terminate the contract within a period of four weeks to the end of the month.

3.10

solute reserves the right to increase prices seasonally (e.g. at Christmas) for a reasonable period of time. The customer will be informed of the duration and amount of the price adjustment by e-mail at least four weeks before the start of the adjustment. In all other respects, the objection provision contained in Section 3.9 shall apply accordingly.

3.11

The customer can only assert counterclaims to solute's claims with own unchallenged or legally established claims. The customer has a right of retention only if its counterclaim is based on the same contractual relationship. The assignment of the customer's claims against solute to third parties is excluded.

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3.12

Any objections to solute 's invoices must be raised within four weeks of the due date in written form to solute. If solute does not receive any objections within that time period it counts as approval. Solute will send information about the legal consequences of an omitted objection in time separately but sends a note on the invoice. If the customer has failed to meet the objection deadline through no fault of his own, he may let solute know about the objections in written form within two weeks after removal of the obstacle. The customer is responsible for the proof of the obstacle. The customer's legal claims of the with objections after expiry of the time period remains unaffected. If solute has to delete data at the time of data collection, caused by legal regulations or explicit instructions, solute is not obligated to provide evidence for correctness of the invoice.

3.13

If the customer's payment of the invoices is delayed, solute is entitled to stop the services and to take the customer's online shop offline. solute will set a time limit when notifying the customer of this action.

3.14

Ranking parameters for listing on billiger.de

The default ranking sequence on billiger.de is based on the following criteria:

- On category pages it is based on the anonymously tracked click relevance of the listed offers / products
- On search result pages it is based on the proximity to the search term entered
- On product pages within the context of the price comparison box it is based on increasing offer prices.

It is not possible to influence the ranking against payment of a fee.

4. Availability of solute services

4.1

solute strives to make the service available 24 hours a day, seven days a week for the entire duration of the contract, taking into account maintenance and repair work and downtime for updates. The use of the services is at the customer 's own risk. Solute does not guarantee that the services will be always available without any interruption or errors as well as in time and safely.

4.2

Service interruptions are possible. This particularly applies during maintenance and/or repair work and/or updates and for periods when the web server is unavailable and cannot be reached via the Internet due to technical or other problems that are not caused by solute (force majeure, the fault of third parties, failure of communication networks and gateways of other operators, technical faults of the respective provider, etc.).

4.3

If the interruption of the service is caused by maintenance and/or repair work or not caused by solute, the customer needs to pay the agreed costs. Especially in the event of a service or server interruption caused by the customer.

5. Duties and obligations of the shop partner

5.1

The costs to be paid by the customer is calculated according to the price agreed and results from the contract or from other agreements between the customer and solute. A settlement is made on the basis of the clicks indicated in the invoices, unless there are special agreements between the customer and solute.

5.2

The customer is entitled to agree a monthly budget limit as part of the partner application. Solute will implement the limit technically in accordance with the agreement. If the limit is reached, the customer's stores for which the budget has been reached will be taken offline for the remainder of the month. This is done via an automated process. As part of the automated implementation, minor budget overruns of up to 3% of the budget limit may occur. Budget reductions during the month after the budget has been reached in the current month are excluded from this and take effect for the following month in accordance with 5.2.

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5.3

The customer has to inform himself about the respective access configuration in the specific technical design at solute before starting the cooperation and has to ensure that the technical components (hardware and software) are compatible. Solute does not guarantee the functionality and compatibility of the offered services with the customer's equipment (hardware and software).

5.4

The customer shall make the data required for integration available to solute in the required format and shall use the interface provided to do so. In particular, the customer agrees to make the complete offer data available in accordance with solute's requirements. This also includes the concrete indication of the offer price and the basic price, insofar as this is required. A tracking code provided by solute may not be removed or modified by the customer.

5.5

If data is transmitted to solute – regardless in which form – the customer needs to make backup copies. Solute is not liable for loss of data. The servers are regularly backed up.

5.6

The customer is obligated to keep the passwords received from solute secret and to only give a specified group of persons access to it.

5.7

The customer operates his online shop and his website in such a way that its form, content and/or intended purpose does not conflict with legal prohibitions/bids, the good customs and rights of third parties (especially name, copyright, brand, design, data protection rights, TTDSG, PAngV, etc.). This also includes compliance with any applicable legal labeling and transparency obligations for AI-generated content and AI-supported functionalities, in particular under the EU AI Act as well as relevant codes of conduct issued by the European Commission. The customer is fully responsible for the legal admissibility of the product offer. If the customer offers goods/products/services that do not contain a youth clearance and require an age rating according to the USK/FSK regulations, the customer ensures that those products are labelled according to the regulations and are not sold to minors. In addition, the customer ensures that alcoholic beverages, tobacco products, weapons and/or other goods and services whose offer and/or distribution are subject to legal restrictions, are only offered and distributed in compliance with those restrictions. The customer can proof that labelling has been made and that required control mechanisms (e.g. age verification) have been carried out, if solute requests proof.

5.7.1

In particular, the customer undertakes to exclusively sell goods/products/services in his online shop which are not subject to prohibitions in pharmaceutical legislation and which are not covered by the statutory provisions of the buyer's country.

5.7.2

The customer commits himself, regarding his online shop and website, not to present any pornographic content or content that glorifies violence or incites people to hatred. The customer also obligated not to encourage or provide guidance on criminal offences.

5.7.3

Furthermore, the Partner shall especially not transmit any content,

- a) which glorifies war,
- b) which is likely to endanger the morals of children or adolescents, those who have been included in the list of publications and media contents harmful to minors (§ 1 GjSM) or which are suitable to promote the physical, mental, or spiritual well-being of children and teenagers. (§ 6 para. 2 JÖSchG),
- c) which presents people dying or suffering from severe physical or mental issues in a manner that offends human dignity or content that reflects actual events, without huge, legitimate interest of people in this form of representation,
- d) which otherwise violates human dignity.

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5.8

If solute becomes aware that the online shops and/or the customer 's web pages are not in conformity with the form, content or pursued purpose against legal prohibitions/mandatory, rights of third parties or the morality, solute is entitled to remove the illegal information or to block access to it. The access blocking can apply to the entire offer of the customer on all portals if the problem cannot be clearly defined. It is up to the customer to provide evidence for the actual harmlessness of the contents. As soon as this has been provided, the offer will be activated again. Do the online shops and/or websites of the customer violate the above-mentioned prohibitions/bids, the customer is then responsible for this and is liable to solute for the replacement of all damage resulting from that. The customer shall indemnify solute against any named damages arising from these infringements of resulting claims from third parties.

5.9

For the offer, the sale and the completion of orders to consumers is the customers full responsibility. A contractual relationship during an order in the online shop only exists between the costumer and the consumer.

5.10

If it becomes known that the customer is sending undesired mass mailings by e-mail or in newsgroups (so called spamming), which is carried out in connection with the service provided by billiger.de, solute is entitled to immediately block the offer. Programs installed by the customer, which affect the services performance can be uninstalled or locked by solute.

5.11

The customer is obligated to provide all services required in accordance with § 5 TMG to keep information easily recognizable, immediately accessible and constantly available for the business teleservices. In addition, the customer is obligated to provide legally prescribed consumer information in the legally defined form for end users. In particular, this also includes obtaining legally compliant data protection consent from the customer's end users, especially for the services offered by solute in sections 3.6 and 3.7 above to optimize the customer's reach. The provisions agreed in Section 5.8 above shall apply accordingly.

6. Liability of solute GmbH

6.1

solute shall only be liable for any damages, irrespective of the legal basis, if a contractual obligation (cardinal obligation) was culpably violated or the damage was caused by rough negligence or intent or as far as it concerns a liability for damages from the injury of the life, the body or the health acts. The limitation of liability shall also apply in the event of the fault of a vicarious agent of solute. If the breach of a material contractual obligation (cardinal obligation) does not occur through rough negligence or intentionally, solute's liability shall be limited to such typical damages or such typical extend of damage which were reasonably predictable at the time the contract was concluded. This does not apply to liability under the product liability act or in the event of fraudulent intent. As far as not mandatory legal regulations determine any different, the liability shall be excluded in all other respects.

6.2

Limitation period: Regardless of any shorter statutory periods, any claims against solute from or in connection with the use of the service or these terms of use must be made legally within one year after they become effective. This does not apply to damages which are based on a culpable injury to life, body, or health as well as in the case of a liability under the product liability law and fraudulent intent.

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7. License agreement

7.1

The customer hereby guarantees solute the right to use the data for comprehensive commercial exploitation regarding the marketing of products of the customer that are not exclusively and sublicensed regarding the rights of use and exploitation for unrestricted, full or partial exploitation in all known types of use or exploitation (in particular distribution on the Internet, presentation on websites, etc.) or in connection with the portals and other online advertising media. The use and exploitation rights are explicitly granted only as simple rights, i.e. the customer remains entitled to dispose the rights of the data records themselves. The granting of the rights is locally and spatially unrestricted and is free of charge.

7.2

The above granting of rights includes in particular the following rights:

7.2.1

The so-called online right, i.e. the right to access the data records transmitted by the customer and their contents via fixed and mobile telecommunication networks and telecommunication means are available for the users in places and times of their choice for demand (on-demand), for downloading and for reproduction (including the use of the right to analogue or digital individual transmission), the right of public access and the broadcasting right, i.e. the right to transmit the relevant data records or their contents to users by radio for the purpose of simultaneous or timedelayed broadcast, in each case to the extent that is required for a contractually admissible use.

7.2.2

The right to use and store the relevant data records and their contents for the contractual purposes without any limitations, temporarily or permanently, regardless of the nature of the storage media.

7.2.3

The archive and database law, which means the right to store the data records and their contents for the contractual purposes in analog or digital form online or offline to access it at any time and to enable third parties to access it as part of the contract.

7.2.4

The right to use the records and their contents in any form of advertising for and through the portals in unchanged or retouched form in posters, brochures, advertisements, picture or sound carriers, commercials, advertising banners, online text ads, demo versions, multimedia shows, test versions or similar means of communication.

7.3

Online advertising: solute is unrestrictedly entitled to use the data records provided by the customer and their contents and to connect or let connected them with advertising in the portals, in particular advertising banners or other media forms via adserving, and to place them in the immediate close to the data records and their given content. Revenues from this are only attributable to solute or its affiliated companies.

7.4

solute is entitled, for the purpose of fulfilling the contract, to use the trademarks, titles of works, names or designations of the customers. The same applies to the specific portals. This also includes the right to include the customer's logos.

7.5

solute is entitled to sublicense all mentioned rights to further partners of the network, as far as this is necessary for the integration of the product offers with the partners. Furthermore, solute is entitled to use third parties for the fulfilment of its contractual obligations and as far as it supports the fulfilment of the contractual obligations, to grant the mentioned rights.

7.6

The granting of rights also includes the right to transfer the mentioned rights of use to the users of the portals and to sublicense for an unlimited period of time as far as this is necessary for the contractual use of Internet users.

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UST-IDNr. DE234663798

Bank Accounts

HypoVereinsbank München
IBAN-Nr.: DE75 7002 0270 0667 3454 05
BIC (SWIFT-Code): HYVEDE33

Landesbank Baden-Württemberg
IBAN-Nr.: DE43 6005 0101 0405 4728 62
BIC (SWIFT-Code): SOLADE33

Brands of solute

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7.7

The granting of the mentioned rights shall be valid for the duration of the contract between solute and the customer.

7.8

The content published on billiger.de can be processed and used by solute for advertising and market research purposes.

8. Duration of contract and termination

8.1

The duration of the contract results from the order or from the separate agreement between the customer and solute.

8.2

Notice of termination shall be given at any time after the expiry of a minimum contract term in compliance with a period of four weeks to the end of the month. The date of the declaration receipt decides whether the deadline is met or not. Notice of termination must be given in written form, i.e. a handwritten signature of an authorized representative of the party giving notice is required. Sending the letter of termination by well readable fax / e-mail attachment is sufficient.

8.3

Both parties are entitled to terminate the contract without notice if there is an important reason. An important cause, which entitles solute to terminate the contract without notice, exists in particular when.

- a) contractual relationships with existing contractual partners of solute are compromised due to the behavior of the customer;
- b) the customer is in default of payment for two consecutive months;
- c) the customer becomes insolvent, in particular by proposing the insolvency proceedings;
- d) the customer violates the essential provisions of these terms and conditions;
- e) the data/contents made available by the customer violate the legal commandments/prohibitions, morality or the rights of third parties.

8.4

Termination without notice shall be implemented after prior warning by solute, unless the warning has been issued by no prospect of success and/or holding on to the contract is not bearable for solute.

9. Newsletter

The customer agrees to receive newsletters with several offers for individual services of solute and its cooperation partners on a regularly basis to the given e-mail-address. The customer can always veto receiving the newsletters for now and regarding the future without having any other transmission costs that are incurred according to the basic tariffs.

10. Applicable law, place of jurisdiction, written form

10.1

This contract and its implementation are governed solely by the law of the Federal Republic of Germany and not by private law.

10.2

Karlsruhe shall be agreed as the place of jurisdiction if the customer is a merchant. The same applies if the customer does not have any general place of jurisdiction within the country or if his residence or habitual abode from has changed during the scope of application of the law or is unknown.

solute GmbH

Managing Directors:
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Fax: + 49 721 98993-66

Commercial Register

Amtsgericht Mannheim
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10.3

If the contract provisions and the general terms and conditions require the written form, an e-mail will fulfill this requirement (shops@solute.de).

10.4

The parties agree not to disclose the contents of the contract, in particular the conditions.

10.5

Severability clause: Should one or more provisions of this contract be or become fully or partially invalid or impracticable, this shall not affect the validity of the remaining provisions of this contract. In place of this ineffective or unenforceable provision, the parties agree on a regulation that is similar to the legal and actual economic purpose of the invalid or unenforceable provision. The same applies to incompleteness.

Contact

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