



GENERAL TERMS OF CONTRACT (TOC) MySports GmbH for the connection of fitness studios

Version: 02/2024

1. Scope of application

- 1.1 These General Terms of Contract ("**TOC**") apply to the business relationship between MySports GmbH, Raboisen 6, Hamburg (hereinafter referred to as "**MySports**") and the contractual partner of the Connection Agreement, for Connection Agreement concluded from 26.02.2024. The respective contractual partner of MySports is hereinafter referred to as the "**Studio**".
- 1.2 The services provided by MySports to the Studio are based on these TOC, which are recognized by the Studio upon conclusion of the Connection Agreement, including Special Terms and Conditions for certain services (e.g. payment service) included in the contractual relationship. Conflicting terms and conditions of the Studio shall not become part of the Connection Agreement unless MySports expressly agrees to their validity in writing.
- 1.3 Unless otherwise expressly stipulated in the Connection Agreement and in these TOC, the General Terms and Conditions of MySports (hereinafter referred to as "**GTC**") shall apply in addition. In the event of contradictions and regulatory conflicts, any individual agreements made with the Studio shall apply first, then the content of the Connection Agreement together with the accompanying data protection agreement (agreement pursuant to Art. 26 of the General Data Protection Regulation ("**GDPR**") or data processing agreement pursuant to Art. 28 GDPR), any special conditions for certain services, these TOC and finally the GTC.
- 1.4 The written form requirement within the meaning of the following provisions is satisfied by the text form of §126 b of the German Civil Code ("**BGB**"). In particular, legally relevant declarations and notifications to be made by the Studio to MySports or by MySports to the Studio after conclusion of the Connection Agreement (e.g. setting of deadlines, notification of defects, declaration of reduction), as well as the agreement of amendments and/or additions, require at least text form to be effective, unless otherwise regulated expressly (see e.g. Section 14.5 of these TOC).

2. MySports range of services - MySports Member Platform

- 2.1 The services offered by MySports are aimed exclusively at studios that use the Management Software of Magicline GmbH, Raboisen 6, 20095 Hamburg (hereinafter referred to as "**Magicline**"). In order to use such parts of MySports' range of services that include payment transactions, the Studio must continue to conclude a relevant user agreement with MySports subject to the relevant terms of use (Special Terms and Conditions), otherwise it may not use the payment service offered by MySports or offer any paid services via the MySports service.



2.2 The Studio can choose from the MySports range of services between

- a tariff variant in which, among other things, the services described below in sections 3 to 7 are recognizably provided to Users of the service as a service of MySports (hereinafter referred to as "**MySports Member Platform Basic**")

and

- a tariff variant in which, among other things, the services described below in sections 3 to 8 are provided by the Studio itself in relation to the User. With this tariff variant, MySports provides the Studio with the IT infrastructure together with the software installed on it and supports the Studio with further services described below (hereinafter referred to as "**MySports Member Platform Branded**").

Which tariff variant Mysports owes to the Studio is specified in the Connection Agreement. Depending on the tariff variant, MySports and the Studio shall conclude either a data processing agreement in accordance with Art. 28 GDPR (if the MySports Member Platform Branded tariff variant is selected) or an agreement in accordance with Art. 26 GDPR (if the MySports Member Platform Basic tariff variant is selected) in addition to the Connection Agreement. The obligation to provide services on the part of MySports is subject to the existence of the aforementioned data protection agreement between the Studio and MySports (right to refuse performance).

The entire range of services offered by MySports - regardless of the tariff variant - is hereinafter referred to collectively as the "**Service**" or "**MySports Service**".

- 2.3 If the MySports Member Platform Basic tariff variant has been selected, MySports offers the Studio a manual upgrade to the MySports Member Platform Branded tariff variant at any time. The choice of a manual upgrade by the Studio constitutes the extraordinary termination of the existing Connection Agreement for the MySports Member Platform Basic tariff variant and the conclusion of a new Connection Agreement for the MySports Member Platform Branded tariff variant. The billing of the MySports Member Platform Branded tariff variant takes into account a credit note for unused payments made by the Studio for the replaced MySports Member Platform Basic tariff variant. In all other respects, reference is made to section 4.4 below.
- 2.4 To be able to use the MySports Service, a technical connection of the Studio to the MySports Service via the Magicline Management Software is necessary. By fulfilling the technical requirements for the connection to the Magicline Management Software, the Studio also fulfills the technical requirements for the use of the MySports Service.
- 2.5 The Service is generally designed for round-the-clock access. MySports guarantees 99.95 percent availability of the Service on a monthly average. This guarantee does not include periods of temporary unavailability due to routine or necessary maintenance, data backup or updating measures. It also does not cover downtimes that are due to a lack of technical requirements for access to the Service that are the responsibility of the Studio, that are due to faults in the general telecommunications



infrastructure or that are the responsibility of the data transmission company or that are due to force majeure outside the sphere of influence of MySports.

- 2.6 MySports provides the Service in the current version and expressly reserves the right to make content and technical updates at any time. Updates are made in particular to adapt to the state of the art, to optimize system performance and user-friendliness, to correct errors, to update and complete, to optimize program technology or if they are necessary for licensing reasons. If an update leads to a not only insignificant devaluation of the Services to which the Studio is entitled, the Studio may terminate the Connection Agreement extraordinarily within a period of eight weeks from the occurrence of the change. Insofar as the circumstances described above result in changes to the data protection agreement concluded between MySports and the Studio (in accordance with Art. 26 GDPR or Art. 28 GDPR), the parties shall agree a corresponding addendum in this respect.

3. Presentation of the Studio - MySports Member Web

- 3.1 The Studio is entitled to a website ("**MySports Member Web**") provided as part of the MySports Service, on which the Studio can present itself and its range of services (courses, personal training sessions, etc.) in a bookable manner ("**Presentation**").
- 3.2 If the MySports Member Platform Basic tariff option is selected, the Presentation to third parties will be recognizable as a MySports Service. In addition to the Presentation of the Studio, visitors to the website will find recognizable legal references, including the legally required information, to MySports as the Service provider, as well as the MySports logo and MySports corporate branding. If, on the other hand, the Studio has chosen the MySports Member Platform Branded tariff option, the Presentation will appear exclusively as that of the Studio, in its corporate design, naming the Studio as the legally responsible party, without reference to MySports (regarding the relevant performance and cooperation obligations, reference is also made to Section 8).
- 3.3 To present the Studio on the MySports Member Web, the Studio is obliged - irrespective of the tariff variant selected by it - to provide MySports with the necessary information about the Studio and its range of Services by entering it in the configuration areas of the Magicline Management Software provided for this purpose. The Studio must always keep this information up to date (in particular regarding: Imprint, Privacy Policy, General Terms and Conditions of Delivery/Use, other texts). If further information is required in individual cases, the Studio will provide this upon request from MySports.
- 3.4 The Studio shall not provide MySports with any information with illegal, misleading, or offensive content or any incorrect or manipulated images. The Studio represents and warrants that the Studio is in possession of all necessary rights so that information provided by the Studio (including images and logos etc.) can be used by MySports for publication within the scope of the provision of the Service. The Studio shall ensure that the content provided by the Studio does not violate legal regulations or the rights of third parties and shall indemnify MySports in this respect in the event of claims by third parties. Legal advice on the content of the information provided is not owed by MySports and will not be provided.



- 3.5 The Studio grants MySports the right to publish the information provided within the scope of the Service owed by MySports in accordance with the tariff variant selected by the Studio. The right shall end when an instruction issued by the Studio to MySports to cease publication takes effect, but in any case, upon termination of the Connection agreement.

4. Provision of a Member App

- 4.1 The Service also includes the provision of a so-called native app for the current Apple and Android mobile operating systems (hereinafter "**Member App**"), which enables members or guest Users of the Studio to connect to the Studio, view their own training schedule, book classes and manage their own membership data. Furthermore, the Studio can use the Member App to communicate with the member, among other things.
- 4.2 If the MySports Member Platform Basic tariff variant is selected, the Studio acquires the right to use the general "**MySports Member App**" developed by MySports. The MySports Member App has the corporate design of MySports and contains recognizable legal information for the User of the MySports Member App, including the legally required information that MySports is the provider of the MySports Member App. The content of the MySports Member App can be configured to the specified extent via the Magicline Management Software. If the MySports Member Platform Branded tariff variant is selected, the Member App will appear exclusively as such of the Studio, in its corporate design, naming the Studio as provider and legally responsible, without reference to MySports (hereinafter "**Branded Member App**").
- 4.3 MySports makes the respective Member App available for download in the Apple and Google app stores. The latter in the case of the Branded Member App after MySports has implemented the Studio-specific content in the app (see also Section 8).
- 4.4 The Studio is advised that in the event of a change between the MySports Member Platform Basic and the MySports Member Platform Branded tariff variants and the associated conversion of the Member App, Users must re-register in the newly provided Member App once the change has been completed.

5. Provision of the "Connect" functionality

- 5.1 An essential component of the MySports Service is also the provision of the functionality of a so-called Connect, as a result of which a technical connection is established between the Presentation of the Studio (see section 3 above) and the registered User. A Connect to the Studio is only offered to those Users who currently have rights of use there based on an ongoing contractual relationship with the Studio. In addition, the Connect can - at the Studio's discretion - also be offered to Users who were in an (at least) earlier contractual relationship with the Studio and who previously had rights of use. The Connect shall only be established if the User so wishes and the Studio confirms the existence of usage rights in the aforementioned sense to MySports. The Studio must therefore check whether the User in question has rights of use in the aforementioned sense in a sports, fitness and wellness facility of the Studio.



- 5.2 For this purpose, the Studio will commission its data processor Magicline to carry out the data processing steps to check the User's membership or a previous contractual relationship (see section 5.1 above) as part of the Connect. Requests from MySports for verification in this regard are therefore not addressed to the Studio, but directly to the data processor Magicline.
- 5.3 Only if the User has an existing membership or a previous contractual relationship (see section 5.1 above) will MySports establish a so-called Connect between the User and the Studio. A further prerequisite for the use of the Connect is a registration by the User.
- 5.4 Insofar as the Studio uses the MySports Member Platform Branded tariff variant of the Service, more detailed regulations on the data processing processes taking place within the scope of the Connect can be found in an data processing agreement concluded between MySports and the Studio in accordance with Art. 28 GDPR. If the Studio uses the MySports Member Platform Basic tariff variant, the agreement concluded between MySports and the Studio in accordance with Art. 26 GDPR regulates the data processing processes taking place in more detail.

6. Provision of "Self-service" also for Studio Touchpoints

- 6.1 A further component of the MySports Service is the provision of the functionality of a so-called Self-service. Self-service enables Users connected via Connect to independently manage the membership data stored by the Studio about the User concerned in the Magicline Management Software and to make payments to settle a negative membership account. For studios with a Studio Touchpoint terminal, Self-service can also be carried out on site at the corresponding Studio terminal. Self-service also enables communication between the Studio and the User.
- 6.2 The procurement of the technical infrastructure (hardware; e.g. the terminals) required for the use of the Studio Touchpoint terminals and their integration into the IT environment of the Studio shall be the responsibility of the Studio at its own expense. The scope of Services of MySports is limited to the provision of web-based access to the relevant software for displaying the user interface for the Studio Touchpoint terminals and the contractual processing of the data entered via the terminals (for the relevant service and cooperation obligations, see Section 8).
- 6.3 To use the functionality of the Self-service, the Studio will instruct its data processor Magicline to provide the data stored by the Studio in the Magicline Management Software about the member in question, query-based for the Self-service from Magicline's Management Software for MySports.
- 6.4 Insofar as the Studio uses the MySports Member Platform Branded tariff variant of the Service, more detailed regulations on the data processing processes taking place as part of the provision of the Self-service can be found in a data processing agreement concluded between MySports and the Studio in accordance with Art. 28 GDPR. If the Studio uses the MySports Member Platform Basic tariff variant of the Service, the agreement concluded between MySports and the Studio in accordance with Art. 26 GDPR regulates the data processing processes that take place.



7. Provision of a "Sales Service"

- 7.1 Finally, the MySports Service includes the technical functionalities of a Sales Service for booking services offered by the Studio. MySports is not itself the seller of the services offered and does not act as a representative of the Studio.
- 7.2 A contractual relationship between the User and the Studio comes into being with the binding booking of an offer from the Studio by a User.
- 7.3 The Studio will provide MySports with accurate and complete information for each service offered via the Sales Service. The Studio will use a function provided in the Magicline Management Software for this purpose. The Studio will ensure that the relevant information in the Magicline Management Software is always updated to ensure that it is accurate and complete at all times.
- 7.4 The Studio must ensure that all Services offered via the MySports Service comply with all applicable legal provisions. The Studio itself must be the provider of the services offered via the Sales Service. These requirements do not apply to goods or services sold by third parties. Furthermore, the services offered by the Studio must be services that the Studio provides as part of its business as a sports, fitness, and wellness facility. The Studio is obliged not to offer any services via the Sales Service where the last partial service to be provided by the Studio is more than 12 months after the date on which the User is required to make the payment.
- 7.5 The Studio determines the prices for the services offered via the Sales Service. Regardless of the payment method, the payment transaction must always be processed via the payment Service offered by MySports (see Section 2.1 above). The prices shown include VAT, other taxes, and duties that the Studio must pay in connection with the transaction.
- 7.6 In all cases in which an exchange of services that has already taken place (even if only partially) is reversed (e.g. because of contract cancellations, exercise of rights of withdrawal, assertion of warranty rights, occurrence of conditions that have been dissolved, etc.), the Studio is obliged to make the refunds owed to the User.

The same payment method that the User originally used when purchasing the Service must be selected, so that any refunds and other reimbursements that the Studio is obliged to make to the User must be made via the payment Service offered by MySports. Regarding the right of withdrawal to which the User is entitled, the provision in the GTC shall apply.

- 7.7 The Studio is solely responsible for non-performance, defects in performance or other errors or actions in connection with the fulfillment of its performance obligation.
- 7.8 The Studio is aware that, according to the provisions of the GTC, in the event of differences and contradictions between the GTC and the Studio's General Terms and Conditions, the GTC shall take precedence over the Studio's General Terms and Conditions. The Studio hereby expressly acknowledges the overriding validity of the GTC.



8. Additional benefits of the MySports Member Platform Branded tariff variant

- 8.1 If the MySports Member Platform Branded tariff variant is selected, the Studio is entitled to use the Branded Member App (see Section 4) and the Branded Member Web (see Section 3). In this context, MySports shall provide the branding Service described below. For this purpose, MySports will adapt the app icon of the Branded Member App and its menu colors according to the Studio's specifications. MySport shall store a Studio-specific URL for the Branded Member Web and adapt the color scheme of the website in accordance with the Studio's specifications. MySport shall only be obliged to change a branding once it has been provided in accordance with the contract during the term of the Connection Agreement for a fee to be agreed separately.
- 8.2 Under the MySports Member Platform Branded tariff variant, the Studio owes MySports the provision of the App name requested by the Studio, the company logo, the search terms, the white label domain, the corporate design/style guide, access to the Studio's Apple & Google Developer Account, the Studio's Apple API Private Key and the Studio's Google Service Account Private Key in addition to the information specified in Section 3.3. The provision of the aforementioned information in electronic format upon request from MySports. If further information is required in individual cases, Studio will provide this upon request from MySports.
- 8.3 Section 3.4 applies accordingly to the information specified in Section 8.2.

9. Rights of use of the Studio to the Service

- 9.1 MySports shall grant the Studio the simple, non-transferable right to use the Service for a limited period for the duration of the Connection Agreement (hereinafter referred to as the "**License**"). The Studio may only use the Service for its own business activities, subject to the restrictions set out in this Section 9. Each license is only valid for a single location of the Studio, but it has multi-user capability. Multiple locations are delimited according to their postal address (i.e. the specific address) and not only according to the political municipality (e.g. Hamburg) in which they are located, so that several locations (e.g. four locations in the city of Hamburg) can also be located in one political municipality.
- 9.2 The Studio shall not be entitled to any rights not expressly granted to it above. The Studio is not entitled to sell the license or to transfer it to third parties for a limited period - in particular by renting or lending it. The Studio shall take the necessary precautions to prevent unauthorized use of the Service.
- 9.3 The software on which the Service is based is protected by copyright and competition law; MySports is exclusively entitled to all rights thereto in relation to the Studio. The Studio is not authorized to make changes to the software. The license is not transferable by the Studio.
- 9.4 The Studio is aware of the GTC (cf. Section 1.3 above). The Studio shall use the MySports Service in such a way that the provisions of the GTC applicable to Users are complied with with regard to the services offered by the Studio via the MySports



Service. The term "User" is to be understood in the sense of the definition in Section 1.1 of the GTC.

- 9.5 The Studio is obliged to provide the User with a legally compliant privacy policy on the processing of the User's personal data. When using MySports Member Platform Basic, the Studio must also refer to the data processing processes resulting from the cooperation with MySports. In this context, the Studio will also provide more detailed information at

<https://public.sportalliance.com/mysports/en/mmp/studio/mysports-en-mmp-studio-20240223.pdf> .

10. Remuneration, Billing

- 10.1 The Studio shall owe MySports the remuneration agreed in the Connection Agreement. The amounts stated therein are exclusive of VAT, insofar as legally owed.
- 10.2 If a monthly fee is agreed in the Connection Agreement, this is due for payment in advance at the beginning of each calendar month. If the Connection Agreement begins or ends within a current calendar month, the connection fee is owed pro rata temporis.
- 10.3 MySports reserves the right to adjust the prices agreed with the Studio in the event of changes occurring after conclusion of the contract (e.g. in the event of extensions to the scope of the Service, cost increases for its provision or due to changed statutory provisions). Price changes shall become effective at the earliest at the beginning of the month after next after receipt of a notification of change sent to the Studio in text form. If price changes for a Service amount to more than eight percent within a calendar year, the Studio is entitled to terminate the contract with effect from the date on which the price increase is scheduled to come into force. Notice of termination must be given no later than four weeks after notification of the price increase. If the Studio does not exercise this right and has been informed of this legal consequence in the notification of the price increase, the contract shall be continued at the amended prices. In the event of termination due to a price increase, the Studio shall be granted a special right of use under the existing conditions for a trouble-free transitional phase of up to 3 months from the effective date of termination.
- 10.4 The Studio undertakes to participate in the direct debit procedure. In the event of a return debit note for which the Studio is responsible, MySports shall charge a flat-rate compensation fee of EUR 5.00 (return debit note fee). The Studio may prove that no damage has been incurred at all or that it is significantly lower than the flat rate.
- 10.5 Offsetting or retention rights of the Studio can only be asserted if the counterclaims are undisputed or have been legally established.



11. Claims for defects

- 11.1 MySports warrants the agreed quality of the Service and that the agreed rights of use of the Studio do not conflict with the rights of third parties.
- 11.2 If there is a reason for warranty, the Studio must first set MySports a reasonable deadline to restore the contractual condition before asserting warranty rights. Excluded from this obligation are cases for which the exercise of warranty rights is permissible without setting a special deadline due to statutory provisions (for example, because subsequent performance is impossible, unreasonable or has been refused by MySports).
- 11.3 Claims against MySports due to functional impairments or Service disruptions of the Service that are based on the breach of the Studio's obligations to cooperate or other circumstances for which the Studio is responsible (e.g. improper use of the Service, operating errors or defects in the IT system used by the Studio) are excluded.

12. Liability of MySports towards the Studio

- 12.1 MySports shall be liable without limitation in the event of intent and in the event of injury to life, body, or health and within the scope of application of the Product Liability Act. The same applies in the absence of promised features and for damages covered by a guarantee granted by MySports.
- 12.2 In the event of gross negligence on the part of MySports' legal representatives or executives, MySports shall be liable without limitation. In the event of a grossly negligent breach of duties by vicarious agents of MySports, liability shall be limited to compensation for foreseeable damage typical of the contract. This applies to all claims for damages regardless of the legal grounds, including claims in tort.
- 12.3 In the event of slight negligence, MySports shall only be liable for damages that are attributable to material breaches of duty that jeopardize the achievement of the purpose of the Connection Agreement, or to the breach of duties, the fulfilment of which is essential for the proper execution of the Connection Agreement. Liability is limited to the foreseeable damage typical of the agreement. This applies to all claims for damages on whatever legal grounds, including claims in tort.
- 12.4 Insofar as MySports is liable in accordance with Section 12.3 above, liability shall be limited to an amount of EUR 15,000.00 per damage event, up to a maximum of EUR 30,000.00 per contractual year.
- 12.5 The strict liability of MySports for errors in the Service already existing at the time of conclusion of the Connection Agreement in accordance with § 536a para 1 BGB is expressly excluded.
- 12.6 In the event of unauthorized use of the Service by the Studio or if instructions issued by MySports are not followed by the Studio, MySports shall not be liable. The Studio shall have the right to prove that the unauthorized use and/or failure to follow the instructions had no (detrimental) effect.



12.7 MySports shall not be liable for improper use of the Service by third parties; MySports shall not be liable in this respect. § 278 BGB does not apply.

12.8 The above provisions shall apply accordingly to claims by the Studio for reimbursement of futile expenses.

13. Exclusion period

Warranty and compensation claims expire if they are not asserted within one year of the start of the statutory warranty period at the latest (this is generally the time of provision of the Service or initial provision of the Service). Exceptions to this are the cases mentioned in Section 12.1, for which the statutory limitation periods apply instead of the one-year limitation period.

14. Term of Connection Agreement, termination for good cause

14.1 Unless otherwise stipulated in the Connection Agreement, the Connection Agreement begins upon conclusion of the Agreement and has a minimum contract term of 12 months, unless expressly agreed otherwise. The Connection Agreement shall be extended by a further 12 months after expiry of the minimum Agreement term, unless it is terminated with one month's notice to the end of the Agreement term. The Connection Agreement ends without the need for termination (condition subsequent) upon termination of the Studio's contract for the use of the Magicline Management Software.

14.2 Each party has the right to terminate the Connection Agreement with immediate effect for good cause.

14.3 The following circumstances in particular are also to be regarded as important reasons that entitle MySports to terminate the Connection Agreement without notice:

- The Studio does not comply with its obligations under the Value Added Tax Act or the General Data Protection Regulation.
- The Studio makes incorrect, unfairly misleading statements or persistently fails to fulfill its obligations to Users despite a warning from MySports.
- The Studio violates its contractual obligations towards MySports and this leads to the exercise of the rights arising from the Connection Agreement or these TOC being significantly impeded or frustrated.
- The Studio is in arrears with the payment of the monthly remuneration owed for two consecutive months or, in a period extending over more than two months, with the payment of the remuneration owed in an amount corresponding to the remuneration owed for two months.
- The Studio culpably provided incorrect information about its own financial circumstances when concluding the Connection Agreement.
- The financial circumstances of the Studio change after conclusion of the Connection Agreement in such a way that MySports cannot reasonably be



expected to continue the Connection Agreement until the next ordinary termination date. This applies in particular in the event of insolvency, over-indebtedness, or imminent insolvency of the Studio.

- The performance of the Connection Agreement by MySports is objected to by a competent authority and a deadline set by this authority to remedy the defects in question expires unsuccessfully or at least one of the parties is prohibited from further performance of the Connection Agreement by a competent authority.

14.4 In the event of termination of the Connection Agreement without notice by MySports, for a reason attributable to the studio, MySports may demand immediate, lump-sum compensation amounting to 70% of the remuneration owed by the Studio up to the end of the regular Agreement term. The Studio reserves the right to provide evidence of lower damages.

14.5 Any termination must be in writing. The text form (e-mail) does not fulfill the written form requirement.

15. Data protection

With the establishment of a business relationship, MySports processes and stores personal data that is required for the execution of the business relationship, in particular the fulfillment of the Connection Agreement, in accordance with the relevant data protection regulations. Further details can be found in MySports' privacy policy for studios, which can be viewed and downloaded at <https://public.sportalliance.com/mysports/en/mmp/partner/mysports-en-mmp-partner-20240223.pdf> can be viewed and downloaded.

16. Final provisions

16.1 These TOC and all legal relationships between MySports and the Studio shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods and legal norms that refer to another legal system.

16.2 The exclusive - also international - place of jurisdiction for all disputes arising from or in connection with the business relationship between MySports and the Studio, irrespective of the legal grounds, is Hamburg. However, MySports is also entitled to appeal to the court responsible for the Studio's place of business.

16.3 The place of performance (place of fulfillment) for the obligations arising from the Connection Agreement is the registered office of MySports. This also applies in particular to the Studio's duties of disclosure, submission, information and data transmission to MySports.

16.4 The non-exercise and/or the non-immediate exercise or assertion of a contractual or statutory right of MySports shall under no circumstances be deemed a waiver of this right and shall not affect the possibility of subsequent or further exercise and/or assertion of this right by MySports.



- 16.5 MySports is entitled to amend these TOC. Amendments to these TOC shall be communicated to the Studio in text form no later than one month before the proposed date of entry into force. The amendments shall become effective if the Studio accepts them or has not notified MySports of its rejection by the proposed date of entry into force at the latest. MySports shall inform the Studio of this approval effect in the notification of change. Special regulations apply to price changes (Section 10.3).
- 16.6 Should individual provisions of these TOC be or become invalid and/or unenforceable, this shall not affect the validity of the remaining provisions. The parties are obliged to replace the invalid and/or unenforceable provision with a provision that achieves the economic sense and purpose of the invalid or unenforceable provision as far as possible. The same applies in the event of the existence of a loophole.
- 16.7 In the event of additional translations of these TOC into other languages, only the German text version shall be authoritative for the interpretation of any agreements made.