

Below, we set out the general terms and conditions applicable to the contract.

Terms and Conditions and Customer Information

I. General Terms and Conditions

§ 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (G DATA CyberDefense AG) via the www.gdata.de website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The subject of the contract is the sale of digital content (data created and provided in digital form).

(2) By placing the respective digital content on our website, we submit to you a binding offer to conclude a contract via the online shopping cart system under the conditions specified in the item description.

(3) The contract is concluded via the online shopping cart system as follows:

The digital content intended for purchase is placed in the "shopping cart". You can call up the "shopping cart" via the corresponding button in the navigation bar and make changes there at any time. After clicking the button "Checkout" or "Proceed to order" (or similar designation) and entering the personal data as well as the terms of payment, the order data will finally be displayed to you as an order overview.

If you use an instant payment system (e.g. PayPal (Express/Plus/Checkout), Amazon Pay, Sofort) as a payment method, you will either be taken to the order overview page in our online shop or redirected to the website of the instant payment system provider.

If you are forwarded to the relevant instant payment system, choose and/or enter your details as appropriate. Finally, you will be shown the order data as an order overview on the website of the instant payment system provider, or after you have been redirected back to our online shop.

Before submitting the order, you have the option once more to review or change (you may also use the "Back" button on the Internet browser) any information on the order summary page or to cancel the purchase.

By sending the order via the corresponding button ("order with obligation to pay", "buy" / "buy now", "order with obligation to pay", "pay" / "pay now" or similar designation) you declare the legally binding acceptance of the offer, whereby the contract is concluded.

(4) Your requests for quotations are not binding for you. For this purpose, we submit a binding offer to you in text form (e.g. by email), which you can accept within 5 days (unless a different period is stated in the respective offer).

(5) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

§ 3 License of use in case of digital content

(1) The digital content offered is protected by copyright. For each digital content purchased from us, you will receive a license of use from the respective Licensor. The type and scope of the license of use result from the license terms stated in the respective offer.

(2) Unless otherwise stated in the respective offer, you receive a simple license of use. This includes a non-exclusive right of use limited in time to the period of use specified in the offer, in particular the permission to save and/or print out a copy of the digital content for your personal use on your computer or other electronic device.

You are not entitled to rent out the digital content that is subject of the contract or parts thereof, or to sublicense it either for a fee or free of charge, to reproduce it publicly or make it accessible in any other way, or to make it available to third parties in any other way.

(3) The product may contain open source software. Notwithstanding any provisions to the contrary herein, the open source software is licensed under its own licence terms. The open source licence terms shall take precedence over the above provisions insofar as these provisions impose stricter restrictions than the applicable open source licence terms.

§ 4 Contract duration / Cancellation in case of subscription contracts

(1) The subscription contract concluded between you and us has the term specified in the respective offer, hereinafter referred to as the "basic term". A basic term of more than 2 years cannot be agreed.

(2) If the subscription contract is not terminated by one of the parties 1 month before the end of the basic term (unless a shorter period is stipulated in the respective offer), it is tacitly extended for an indefinite period.

The extended contractual relationship can be terminated at any time with a notice period of 1 month (unless a shorter period is stipulated in the respective offer).

(3) The right to terminate the contract without notice for important reasons remains unaffected.

(4) Any notice of termination must be declared and transmitted either in text form (e.g. e-mail) or via the cancellation button integrated on our Internet presence ("Cancel contracts here" or similar designation).

(5) If you are an entrepreneur, the following applies in deviation from § 4 (2):

If the subscription contract is not terminated by one of the parties one month before the expiry of the licence term, the licence term shall be automatically extended by an additional licence term at the currently valid list price. The duration of the new licence term shall correspond to the duration of the previous licence term.

§ 5 Special agreements related to the offered payment methods

(1) SEPA direct debit

When paying by SEPA direct debit, you authorize us by issuing a corresponding SEPA mandate to collect the invoice amount from the specified account. The debit note is collected within a period of 5 - 10 days after the conclusion of the contract. The deadline for the sending of the pre-notification has been shortened to 5 days before the due date. You are obligated to ensure that the account in question possesses sufficient covering funds on the due date. If a return debit note comes into play on account of a situation in which you defaulted on your obligation, you have to pay the incidental bank charge.

(2) Payment via "PayPal" / "PayPal Checkout"

If you select a payment method offered via "PayPal" / "PayPal Checkout", the payment will be processed via the payment service provider PayPal (Europe) S.à.r.l. et Cie, S.C.A. (22-24 Boulevard Royal L-2449, Luxembourg; "PayPal"). The individual payment methods via "PayPal" will be displayed to you under a correspondingly designated button on our Internet presence as well as in the online ordering process. "PayPal" may use other payment services for payment processing; if special payment conditions apply, you will be informed of these separately. You can find more information on "PayPal" at <https://www.paypal.com/de/webapps/mpp/ua/legalhub-full>.

§ 6 Right of retention

You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

§ 7 Voluntary '30-day money-back guarantee'

Contents of the guarantee:

We will refund the purchase price you paid for your purchased product for private users if you request a refund within 30 days of the purchase date. No reason is required.

Duration of the guarantee:

We will refund the purchase price within 30 days of the purchase date.

Exclusions:

- Applies once per customer per product type.
- The guarantee is excluded in cases of obvious abuse (e.g. systematic ordering, use and immediate refund requests).

How to claim the guarantee:

1. Contact us with your refund request within the 30-day period at support@gdata.de, via our contact form at <https://www.gdata.de/support/kontakt> or by telephone on +49 234 9762-0.
2. Please provide your first name, last name, email address, product, registration number or user name, and operating system.
3. We will confirm your refund request by email.
4. The refund will be made within 14 days of our confirmation using the same payment method you used, unless we have expressly agreed otherwise.

Legal consequences:

Your right of use ends with the refund of the purchase price. We will block your access to the digital product in question and deactivate any licences or keys. Please delete any local copies, if available.

Relationship to statutory rights:

This guarantee applies in addition to your statutory rights and does not limit them. Your statutory rights exist independently of this guarantee.

§ 8 Warranty

(1) The statutory rights of liability for defects apply.

(2) Insofar as a feature of the digital content deviates from the objective requirements, the deviation shall only be deemed to be agreed if you were informed of the same by us before submitting the contractual declaration and the deviation was expressly and separately agreed between the contractual parties.

(3) Insofar as you are an entrepreneur, the following shall apply in deviation from the above warranty provisions:

a) Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the digital content, but not other advertising, public promotions and statements by the manufacturer.

b) In the event of defects, we shall, at our discretion, provide a warranty by rectification of the defect or subsequent delivery. If the rectification of defects fails, you may, at your discretion, demand a reduction in price or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the digital content or the defect or other circumstances indicate otherwise.

c) The warranty period is one year from delivery of the digital content. The shortening of the period shall not apply

- for culpably caused damage attributable to us arising from injury to life, limb or health and in the case of other damage caused intentionally or by gross negligence;

- insofar as we have fraudulently concealed the defect or have given a guarantee for the quality of the digital content;

- in the case of items that have been used for a building in accordance with their customary use and have caused its defectiveness;- in the case of statutory rights of recourse that you have against us in connection with defect rights.

§ 9 Liability

(1) We shall be liable without limitation for damages resulting from injury to life, limb or health. Furthermore, we shall be liable without limitation in all cases of intent and gross negligence, in the event of fraudulent concealment of a defect, in the event of assumption of a guarantee for the quality of the purchased item and in all other cases regulated by law.

(2) Liability for defects within the scope of the statutory warranty is governed by the relevant provisions in our customer information (Part II) and General Terms and Conditions (Part I).

(3) Insofar as essential contractual obligations are affected, our liability in cases of slight negligence is limited to the foreseeable damage typical for this type of contract. Essential contractual obligations are essential obligations arising from the nature of the contract, the breach of which would

jeopardise the achievement of the purpose of the contract, as well as obligations imposed on us by the contract according to its content for the achievement of the purpose of the contract, the fulfilment of which is essential for the proper execution of the contract and on the observance of which you may regularly rely.

(4) In the event of a breach of non-essential contractual obligations, liability for slightly negligent breaches of duty is excluded.

(5) Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. In this respect, we are not liable for the constant or uninterrupted availability of the website and the services offered there.

§ 10 Choice of law, place of fulfilment, jurisdiction

(1) German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

(2) If you are not a consumer, but a businessman, a legal entity under public law or an institutional fund governed by public law, our place of business is the place of jurisdiction as well as the place of fulfilment for all services that follow from the business relationships that exist with us. The same condition applies to situations in which you are not associated with a general place of jurisdiction in Germany or the EU, as well as situations in which the place of residence or the usual place of residence is not known at the time of commencement of proceedings. This has no bearing on the capacity to call upon the court associated with another place of jurisdiction.

(3) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

II. Customer information

1. Identity of the seller

G DATA CyberDefense AG
Königsallee 178 a
44799 Bochum
Germany
Telephone: 023497620
E-Mail: info@gdata.de

We are neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards.

2. Information regarding the conclusion of the contract

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

3. Contractual language, saving the text of the contract

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, via the online - shopping cart system the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

3.3 You will be sent all contractual information within the framework of a binding offer in written form, via E-mail for example, for quotation requests outside of the online shopping basket system, which can be printed out or saved electronically in a secure manner.

4. Codes of conduct

4.1 We have subjected ourselves to the quality criteria of Trusted Shops GmbH, which can be viewed at: http://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_de.pdf.

5. Main features of the product or service

The key features of the goods and/or services can be found in the respective quote.

6. Prices and payment arrangements

6.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

6.2 Since the product is downloaded, no shipping costs accrue.

6.3 If delivery is made to countries outside of the European Union, we may incur unreasonable additional costs, such as duties, taxes or money transfer fees (transfer or foreign exchange fees charged by the banks), which you must bear.

6.4 You must also bear the costs arising from money transfers in cases in which the delivery is made to an EU Member State, but the payment is initiated outside of the European Union.

6.5 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

6.6 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

7. Provision

7.1 The conditions for provision, the provision date and any existing provision restrictions can be found under a correspondingly designated button on our website or in the respective offer.

8. Statutory warranty right

Liability for defects is governed by the "Warranty" provisions in our General Terms and Conditions of Business (Part I).

9. Contract duration / cancellation

Information on the contract term and the terms and conditions of termination can be found in the section "Contract term / Termination of subscription contracts" in our General Terms and Conditions of Business (Part I), and in the individual quotation.

These general terms and conditions and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are

issued. More detailed information can be found on the following website: <https://www.haendlerbund.de/de/leistungen/rechtssicherheit/agbservice>.

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