



XANTARA GmbH
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VAT Id. No.: DE274590388
Register court: Traunstein Local Court • Register No.: HRB 20524
Executive Directors: Andrea Tafel, Klaus Tafel

General Team Partner Conditions

Section 1 Scope

(1) The following terms and conditions are part of each team partner contract between XANTARA GmbH, Prinzregentenstr. 5, 83022 Rosenheim, Germany represented by its Executive Directors Andrea Tafel and Klaus Tafel resident at the same address (hereinafter referred to as XANTARA) and the independent and autonomous authorised dealer (hereinafter referred to as team partner).

(2) XANTARA renders its services exclusively based on these terms and conditions.

Section 2 Subject matter and conclusion of the team partner contract

(1) XANTARA is a company that operates in Germany and other European countries via a team partner network to sell chemical-free products including pet food, natural cosmetics, food supplements and coffee products (hereafter: goods). The team partner is to sell goods for XANTARA. The team partner is to receive a corresponding sales commission for this activity. Anyone can register for free with XANTARA to become a team partner. The aforementioned activity does not require the recruitment of other team partners.

(2) There is also the possibility, without further qualification and costs, to win over further team partners for the sale of goods. The team partner receives additional commissions for this mediation activity. The amount of such commission is to be based on the net remuneration values valid at that time and the respectively applicable marketing plan.

Section 3 General conditions for conclusion of the contract

(1) A contract may be concluded with legal entities, partnerships or natural persons who have reached the age of 18 and are entrepreneurs. The conclusion of a contract with consumers (users) is not possible. Per natural person; partnership (e.g. GbR, OHG, KG) and legal entity (e.g. AG, GmbH, Ltd.) only one team partner application is acceptable.

(2) Should a legal entity submit a sales partner application, then copies of the appropriate extracts from the commercial register concerning its registration, trade register registration and value added tax identification number are to be presented.

(3) In the case of partnerships (GBR, OHG, KG, etc.), copies of the relevant extracts from the commercial register – if available – concerning its registration, trade register registration and value added tax identification number are to be submitted. The applicant must be at least 18 years old. All partners must sign.

(4) Insofar as order or job forms are used, these shall be deemed an integral part of the contract.

(5) The team partner undertakes to fill out the team partner application form completely and correctly, to sign it and send the original to XANTARA. The team partner is also to accept by separate signature on the application form that these General Team Partner Conditions are deemed to have been noted. Alternatively, online registration is also possible. Also in this respect, the General Team Partner Conditions are to be confirmed by "ticking the box" in acceptance. Changes in the team partner's personal data are to be notified to XANTARA without delay in writing by e-mail to the e-mail address info@xantara.eu.

(6) XANTARA reserves the right to decline team partner applications at its own discretion without providing any reason.

(7) Should the obligations regulated in subsections (1) to (4) be violated, then XANTARA GmbH is entitled without previous warning to cancel the team partner contract without notice and to potentially reclaim any commissions it has paid. XANTARA furthermore expressly reserves the right to assert further claims for damages in such a case of cancellation without notice.

Section 4 Team partner obligations

(1) The team partner is obliged to protect their personal passwords and login identifications against access by third parties.

(2) The team partner is prohibited during their activity from violating the rights of third parties, harassing third parties or otherwise violating any applicable legislation. Any misuse or performance of illegal activities, such as the use of unauthorised or unfair advertising (e.g. medicinal claims) is prohibited. The team partner is in particular not permitted to give false or misleading information about XANTARA products or its distribution system.

(3) The team partner acts as an independent entrepreneur. They are not sales representatives, so that no sales targets or supply obligations exist.

(4) As an independent entrepreneur, the team partner is responsible for compliance with the relevant legal regulations including tax and social law requirements, as well as for obtaining a trade licence, where necessary, at their own responsibility. To this extent, the team partner agrees to ensure that all commission income they receive within the scope of their activity for XANTARA be properly taxed at their place of business. XANTARA reserves the right to deduct or collect from the agreed commission the respective amount for taxes and duties it may bear due to non-registration of the business, unless the team partner is not responsible for such non-registration.

(5) The team partner may only advertise and/or sell additional competing products (goods) after obtaining (prior) written consent from XANTARA. The team partner is also only permitted after written consent to sell other companies' products and/or services to other XANTARA team partners. Moreover, the team partner is also prohibited from enticing other XANTARA team partners to sell different products.

(6) Cross-line sponsorship and any attempt to do so within the company is also prohibited. Cross-line sponsorship means the acquisition of a person or a company that is already a team partner at XANTARA in another sales line or had a team partner contract within the last 12 months. It is therefore also prohibited to use the name of a spouse, relation, trade name of incorporated companies, partnerships, trust companies or other third parties to circumvent this provision.

(7) The team partner is to maintain absolute confidentiality about trade secrets concerning XANTARA and its structure.

This obligation shall continue even after termination of the team partner contract.

(8) XANTARA provides legally reviewed marketing and sales documents for each market (country). This protects the team partner from admonitions and gives them reassurance. The use, production and distribution of own sales documents, own internet sites, own product brochures or other independently created media and advertising material is therefore not permitted. The advertisement of XANTARA products over the internet is exclusively permitted via the official XANTARA website.

(9) XANTARA goods may only be presented and sold under the applicable legislation at home parties arranged by team partners. The goods may furthermore be offered in beauty salons, fitness studios, nail studios, wellness farms, alternative practitioners and medical practices, provided that the aforementioned entities are team partners of XANTARA and the sale does not violate applicable legislation. The team partner may also present the goods at trade fairs and exhibitions given prior written consent from XANTARA. A restriction here is that the team partner is not permitted to offer competitors' products at this trade fair. Goods produced by XANTARA may only be sold in restaurants and other retail outlets like supermarkets or petrol stations after prior written approval from XANTARA.

(10) The goods may not without written consent from XANTARA be sold at auctions, public and private flea markets, exchange markets, department stores, internet markets such as eBay, Amazon or any comparable sales outlets.

(11) The team partner shall not in their commercial dealings give the impression that they are acting on behalf or in the name of XANTARA. Rather they are obliged to introduce themselves as an independent XANTARA team partner. Internet home pages, letterheads, business cards, vehicle advertising, advertisements, advertising material and the like must always exhibit the remark "Independent XANTARA team partner". The team partner is also prohibited from using the XANTARA name to apply for and take out loans for or in the interest of or on behalf of their company, commit to expenditure or any obligations, open bank accounts, enter into any other type of contract or otherwise conclude any binding declarations of intent. Media inquiries are to be passed on directly to XANTARA and under no circumstances are they to be answered independently.

(12) The team partner is to assume responsibility for all travel costs, expenses, office costs, telephone costs or other expenses relating to advertising materials.

(13) XANTARA is to enable the team partner to purchase the goods for personal needs or the needs of family members and for resale. Under no circumstances may team partners themselves or members of their families encourage other team partners to purchase larger quantities of products for their own use which would disproportionately exceed their personal use within a household. The team partner warrants that they will resell at least 70% of the products previously purchased from XANTARA in the course of normal business transactions. Goods falling below the 70% rule may not be sold back.

(14) The team partner is not entitled in the course of trade to denigrate the brands of competing companies or otherwise disparage them in violation of the law or to rate other companies negatively or in a derogatory manner.

(15) All XANTARA presentation, advertising, training and film material, etc. (including photographs) are protected by copyright. Without explicit written consent from XANTARA, the team partner may not reproduce, distribute, publicise or process them, either in whole or in part.

(16) Use of the XANTARA logo and the registered trademarks, work titles and business designations of XANTARA GmbH is also only permissible with explicit written consent. This also applies to the registration of internet domains that contain the name XANTARA in any written form. XANTARA can insist that internet domains using the name XANTARA and whose use is not approved in writing by XANTARA be erased and/or transferred to XANTARA. The domain transfer costs are to be assumed by XANTARA in the event of a takeover.

(17) A natural person just as much as a legal entity is only entitled to acquire a position in the career plan.

(18) A team partner can, after termination of their old position, register anew with XANTARA through another sponsor. A precondition being that the termination and confirmation by XANTARA for termination of the team partner's old position was at least 12 months ago and the team partner for whom the contract was terminated has not performed activities for XANTARA during this time.

(19) A team partner is obliged to support in the best way possible those other (downstream) team partners they sponsored and to mentor them in the spirit of a responsible entrepreneur.

Section 5 Warning, contractual penalty, compensation for damages, release from liability

(1) In the event of a first infringement of the team partner's obligations regulated in Section 4, a written warning will be issued by XANTARA GmbH setting a period of 10 days for rectification of the infringement of obligations.

(2) Should the same or a similar infringement occur again after expiry of the period referred to in subsection (1) hereof, or should the infringement for which a warning was originally issued not be remedied, then a reasonable contractual penalty shall be due immediately, the amount of which shall be set at the discretion of XANTARA and if disputed is to be reviewed by the relevant district court. For assertion of the contractual penalty, further legal fees will also be incurred, which the team partner is obliged to reimburse.

(3) Notwithstanding a forfeited contractual penalty, the team partner is also liable for all damages that XANTARA has suffered through breach of obligations within the meaning of Section 4, unless the team partner is not responsible for such breach of obligations.

(4) The team partner is to protect XANTARA against any claim by a third party due to infringement of one of the obligations regulated in Section 4 or due to any other infringement by the team partner of applicable legislation, upon the first request by XANTARA. The team partner in particular undertakes in this respect to assume responsibility for all costs, especially lawyer's costs, court costs and compensation costs, which XANTARA incurs in this connection.

Section 6 Team partner protection / no territorial protection

(1) An active team partner who has registered a new team partner for the first time at XANTARA, will be assigned the new team partner within their structure (team partner protection), whereby the date of entry to XANTARA shall apply to such assignment.

(2) The notifying team partner undertakes to correctly and completely transfer the data relating to the sponsored team partner. XANTARA is entitled to delete names and addresses of a sponsored team partner from its system if advertising mail and cover letters marked "moved", "deceased", "not accepted", "unknown" or similar are returned and the notifying team partner does not respond within a reasonable period to correct the erroneous data. Insofar as XANTARA has to bear the costs for undeliverable advertising mail and packages, it is entitled to reclaim these costs from the notifying team partner, unless this team partner is not responsible for such failed delivery.

(3) The team partner is not entitled to territorial protection.

Section 7 Cancellation policy

Revocation right

You can revoke your contract within 14 days in writing (e.g. letter, fax, e-mail) without giving reasons or – if the merchandise is handed over to you before the time limit expires – by also returning the merchandise. The time limit begins after receipt of this notification in writing, but not before receipt of the goods by the recipient (in the event of recurring deliveries of similar goods not before receipt of the first partial delivery) and also not before fulfilling our information duties according to Article 246 clause 2 in conjunction with clause 1 paragraphs 1 and 2 of the Introductory Act to the German Civil Code (EGBGB) and our obligations under Article 312g clause 1 sentence 1 of the German Civil Code in conjunction with Article 246 § 3 of the EGBGB. To comply with the cancellation time limit timely dispatch of the revocation or the merchandise shall be sufficient.

The revocation is to be addressed to:

XANTARA GmbH,
Prinzregentenstr. 5
83022 Rosenheim, Germany
Fax number: +49 (0)8031 61478-20
E-mail address: service@xantara.eu

Consequences of revocation:

In the event of an effective revocation, the services received by both parties are to be returned and, if applicable, any benefits (e.g. interest). Should you be unable to restore or return the received service or benefits (e.g. advantages of use) or only partially or in a deteriorated condition, then you must compensate us for lost value. For deterioration of the merchandise and for drawn benefits, you only have to pay compensation if the benefits or deterioration are due to handling of the merchandise that extends beyond testing of its properties and functionality. "Testing the properties and functionality" means testing and trial use of the respective merchandise, as is possible and usual in a retail outlet. Merchandise that can be sent as a parcel is to be returned at our risk.

You have to bear the regular costs of the return shipment if the delivered goods correspond to those ordered and if the price of the item to be returned does not exceed an amount of 40 euros or in the case of a higher priced item if you have not yet paid the consideration or a contractually agreed partial payment at the time of revocation. Otherwise, the return shipment is free of charge for you.

Goods that cannot be sent by parcel post will be collected from you. Obligations to refund payments are to be fulfilled within 30 days. The time limit begins for you with dispatch of your revocation or the merchandise, for us with its receipt.

End of the cancellation policy

§ Section 8 Advertising material, contributions, data processing

(1) All free advertising material and other contributions from XANTARA GmbH can be revoked at any time with future effect.

(2) The processing of data by XANTARA on behalf of the team partner is free of charge.

Section 9 Terms of payment / commission payment modalities / prohibition of assignment

(1) XANTARA reserves the right to request the team partner prior to the first payment of commissions to provide tax evidence if the team partner wishes to receive payment of commission plus the statutory value added tax. The evidence is to be provided within 2 weeks of this request.

(2) Team partner commissions can only be paid into accounts that are in the name of or belong to a legal entity of the team partner who is in a contractual relationship with XANTARA.

(3) Team partners shall only be entitled to commission if they are in active status. Therefore, the requirement in Section 2 must be fulfilled at the time of the commission claim and the monthly qualification must exist. Details of the requirement for monthly qualification can be found in the marketing plan.

(4) The team partner's commission claim and qualification are to be determined based on the total sales they report within a calendar month and invoiced in the following month. The prerequisite for a commission payment relating to an amount invoiced to the customer and its consideration for the team partner's qualification is the actual payment receipt at XANTARA. Invoices that are not paid shall not be taken into account in the commission and qualification process. Should an initially executed payment be cancelled by the end customer

by return debit note or in any other way, then this shall reduce the team partner's bonus proportionately and under some circumstances result in a refund claim by XANTARA. Conversely, a return debit note from the end customer shall have no effect on the crediting of the previously paid amount to the team partner's qualification.

(5) All commission payments are to be derived from the currently valid marketing plan.

(6) XANTARA is entitled to assert a right of retention within the scope of the statutory provisions.

XANTARA GmbH is furthermore entitled to assert a right of retention regarding the payment of commissions if all legally required documents are not available to it before the first payment, e.g. the value added tax identification number for companies, if applied for and issued. Should XANTARA exercise its right of retention regarding commission payments, then it is deemed agreed that the team partner has no claim to interest during the commission retention period.

(7) XANTARA is entitled to offset claims to which XANTARA GmbH is eligible against the team partner's commission claims in whole or in part. The team partner is entitled to offset if their counterclaims are undisputed or legally binding.

(8) Assignments and pledging by team partners of claims arising from team partner contracts are excluded.

It is not permissible to encumber the contract with the rights of third parties.

(9) Commission claims of less than € 5.00 shall not be paid out, but rather be kept as a credit and paid out in the month in which this payout limit is reached.

Section 10 Blocking of a team partner

(1) Should not the team partner within 30 days of registration and knowledge of the requirements and payment of commissions provide all necessary documents, then XANTARA is entitled to temporarily block the team partner within its sales system up to the point in time when the legally required documents are provided. The duration of a block shall not entitle the team partner to terminate the contract and shall not result in the refund of an already paid first starting order, unless the team partner is not responsible for the block.

(2) Commission claims which cannot be paid out for the reasons mentioned above shall be booked within XANTARA as a reserve and become time-barred at the latest within the statutory limitation periods.

(3) Irrespective of the reasons for blocking mentioned in subsection (1), XANTARA reserves the right to block for good cause. XANTARA particularly reserves the right to block a team partner's access without notice if the team partner infringes the obligations set out in Sections 3, 4 and 14 (2) or violates any other applicable legislation or if there is any other good cause and the team partner has not rectified the relevant infringement within the period mentioned in Section 5 despite a corresponding warning from XANTARA.

Section 11 Duration and termination of the contract and consequences of such termination / death of a team partner

(1) This team partner contract is agreed for an indefinite period and can be terminated at any time by either party in writing within the statutory periods at the end of each month.

(2) The team partner contract shall end at the latest on the death of the team partner. The team partner contract can be inherited according to the legal stipulations. A new team partner contract with the heir(s) is generally to be concluded within 6 months. The death is to be certified by means of a death certificate. Should the six-month period expire unused, then all rights and obligations from the contract shall transfer to XANTARA. In exceptional circumstances, the six-month period can be extended by an appropriate length if in individual cases this is disproportionately short for the heir(s).

(3) Regardless of the reason for termination in subsection (1), XANTARA reserves the right to terminate the contract for good cause. Good cause shall be deemed to exist in particular in the event of infringement of any of the obligations set out in Sections 3, 4 and 14 (2) insofar as the team partner does not comply with their rectification obligation under Section 5 in a timely manner or if after rectifying the infringement the same or a comparable infringement occurs again at a later date. Given infringement of the obligations in Section 14 (2) XANTARA shall be entitled to extraordinary termination without previous warning. The right to extraordinary termination is without prejudice to further claims.

(4) XANTARA shall also have the right to cancel the team partner contract if the team partner has not for at least 12 months made further sales or sponsored team partners. XANTARA will however 4 weeks prior to issuing the termination notify the team partner by e-

mail (to the e-mail address stored in the system) of the impending termination, so that the team partner has the opportunity to make sales again within this four-week period in order to avert the termination.

(5) Domains containing the name "XANTARA" or a XANTARA brand or working title may no longer be used after termination of the contract and are to be transferred to XANTARA against payment of the costs for transferring the domain.

(6) In the event of premature termination of a contract with a minimum term, there is no entitlement to reimbursement of the costs for the starter set, unless the team partner has extraordinarily terminated the contract for good cause. Otherwise, please also refer to point 4.6. of the team partner handbook regarding the consequences of termination.

(7) After termination of a contract, a new contract may only be concluded after a period of at least 12 months.

Section 12 Exclusion of liability

(1) XANTARA is only liable for damages other than those arising through harm to life, body and health to the extent that these are based on intentional or grossly negligent action or culpable infringement of a material contractual obligation (e.g. payment of the commission) by XANTARA GmbH, its employees or vicarious agents. This shall also apply to damages resulting from the infringement of obligations during contract negotiations and from the performance of unauthorised actions.

Any further liability for damages is excluded.

(2) Liability shall except in the case of harm to life, body and health or intentional or grossly negligent behaviour on the part of XANTARA, its employees or vicarious agents be limited to those damages typically foreseeable at conclusion of the contract and otherwise limited in amount to the average damages typical for the contract. This shall also apply to indirect damages, in particular loss of profit.

(3) XANTARA shall not be liable for any kind of damages caused by data loss on the servers, except in the event of gross negligence or wilful intent on the part of XANTARA, its employees or vicarious agents. XANTARA considers stored team partner content to be third-party information in terms of the German Telemedia Act (TMG).

(4) The provisions of product liability law remain unaffected.

Section 13 Transfer of business operations/transfer of the sponsored structure to third parties

(1) XANTARA is entitled at any time to transfer its business operations completely or partly to third parties, provided that its legal successors abide by the legal regulations and the applicable contracts.

(2) The team partner is authorised to transfer their sales structure after prior written consent by XANTARA and presentation of the purchase and/or transfer contract with the third party and of the authorised dealer application by the third party to XANTARA, provided that XANTARA did not make use of its right of first refusal. Exercise of the right of first refusal by XANTARA can only be refused on the grounds of good cause. The team partner is obliged to notify XANTARA in writing about the intended transfer of their sales structure. XANTARA shall after receipt of the written notification have two weeks to exercise its right of first refusal. Should this not occur, then the transfer is permissible unless other important reasons prevent it. Such a sale is only possible given a non-terminated relationship. In the event of termination without notice or breach of the General Terms and Conditions, the right of the team partner to sell their own sales organisation is forfeited.

Section 14 Data protection

(1) XANTARA uses the data communicated by the team partner (title, name, address, e-mail address, telephone number, fax number, bank details) according to GDPR provisions and stores this data as contract data. Termination and complete execution of the contract, which includes full payment of the agreed fees, will result in deletion of the team partner's data, unless the data has to be kept for statutory, judicial or other legal reasons.

(2) Otherwise the privacy policy shall apply (see Privacy policy document)

Section 15 Inclusion of the marketing plan and team partner guidelines

(1) The marketing plan and team partner guidelines are also an integral part of the team partner contract. The team partner must comply with these guidelines as per the current version of the team partner handbook.

(2) With their signature on the application form the team partner also affirms that they have received the marketing plan and team partner guidelines in full.

(3) XANTARA is entitled to change the marketing plan and the team partner guidelines at any time. XANTARA will notify changes with a reasonable period of notice. The team partner shall have the right to object to the change. Should they not object to the amended conditions within one month of notification, then these shall become an integral part of the contract. In the event of objection, XANTARA is entitled to terminate the contract at the point in time at which the amended or supplementary terms and conditions are to come into force.

Section 16 Consent to the use of photographic and audiovisual material

The team partner grants XANTARA the right to use photographic and/or audiovisual material with their image and to record or use voice recordings or statements and quotations made by them in the course of their duties as sales partners. In this respect the team partner by signing the team partner application and handing over these General Business Partner Conditions expressly agrees to publication, use, reproduction and amendment of their quotations, video recordings or recordings that may be amended by XANTARA exclusively based on a special, separately granted approval as part of their team partner application.

Section 17 Privacy policy of XANTARA GmbH

Collection, processing and use of personal data

It is generally possible to use our website without providing personal data.

If personal data is processed, you will find detailed information on data processing in this privacy policy.

Contact form

Use of the contact form is optional. The entered data will be processed exclusively for the purpose of processing your request. The data will be deleted immediately after your request has been processed, provided there are no legal retention periods. The data will not be passed on to third parties.

The entered data is transmitted via a secure connection (TLS/SSL encryption).

The legal basis for such data processing is Article 6 (1 ¹) (a, b and c) GDPR.

The data will be processed exclusively for the purpose of answering your enquiry and will be kept for the duration of the statutory retention obligation (6 years under Section 257 (1) No. 2, (4) of the German Commercial Code (HGB)), insofar as it involves commercial correspondence. You can revoke your consent at any time by sending us a simple e-mail if the entered data is not required to fulfil the contract or to implement pre-contractual measures.

Cookies

Our website uses cookies to make the website available and analyse access to the website. Cookies are small text files that are stored on your computer and contain information about your visit. Further information on cookies can be found here

https://en.wikipedia.org/wiki/HTTP_cookie.

You can configure your browser so that it does not accept cookies or so that they will be deleted after a specified time. You can also delete existing cookies via the browser itself. Please visit your browser's help pages to do so.

The legal basis for such data processing is Article 6 (1 ¹) (f) GDPR and/or Section 15 (3) of the German Telemedia Act (TMG). The legitimate interests lie in the presentation of a user-friendly website and, as necessary, in statistical evaluation of website usage in order to improve it.

The cookies are stored on your computer until you delete them yourself. Please therefore refer to your browser's help pages.

Google Analytics

Our website uses Google Analytics, a web analytics service provided by Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google"). Google Analytics uses "cookies", which are text files placed on your computer to assist with analysing your use of the website. The information generated by the cookie about your use of our website is usually transmitted to a Google server in the USA and stored there. We would like to point out that Google Analytics on our website has been extended by the code "anonymizeIp" to guarantee anonymised collation of IP addresses (so-called IP masking). Your IP address will thus be abbreviated within Member States of the European Union or in other States party to the Agreement on the European Economic Area before transmission to the USA. Only in exceptional cases is the full IP address transmitted to a Google server in the USA and abbreviated there. Google will use this information on behalf of the operator of our website to evaluate your use of the website, to compile reports on website activities and to provide further services to the website operator in connection with website and internet use. The IP address transmitted by your browser as part of Google Analytics is not merged with other Google data. You can prevent the storage of cookies by appropriately configuring your browser software; we would however point out that in this case you may not be able to use all our website's functions to their full extent. You can also prevent the data generated by the cookie and related to your use of the website (including your IP address) being passed on to Google and the processing of this data by Google by downloading and installing the browser plug-in available at the following link (<http://tools.google.com/dlpage/gaoptout?hl=gb>).

You can prevent collection by Google Analytics by clicking the following link. This will set an opt-out cookie to prevent future collection of your information when you visit our website: [Prevent Google Analytics from tracking me](#).

Further information on terms of use and data protection can be found at

- <https://marketingplatform.google.com/about/analytics/terms/gb/>
- <https://policies.google.com/technologies/partner-sites?hl=en-GB>
- <https://policies.google.com>

The legal basis for such data processing is Article 6 (1 ¹) (f) GDPR and Section 15 (3) of the German Telemedia Act (Telemediengesetz – TMG). The legitimate interests lie in statistical evaluation of website usage in order to improve it.

The IP address and other personal data will only be stored for the Google Analytics minimum period, which is 14 months.

Server log files

The web server automatically collects and stores information in so-called server log files, which your browser automatically transfers to the web server. These are:

- Visited website
- Time at point of access
- Amount of transmitted data in bytes
- Source/ reference from which the site was accessed
- Browser used
- Operating system used
- IP address used

The data collected is only used for statistical analysis and to improve the website. We reserve the right however, to subsequently check the server log files if there are concrete indications of illegal use.

The legal basis for such data processing is Article 6 (1 ¹) (f) GDPR. The legitimate interests lie in website defect analysis and to enable prosecution in the event of denial of service attacks.

Information, erasure, blocking

You have the right at any time to free information about your stored personal data, its origin and recipients and the purpose for data processing as well as a right to correction, blocking or erasure of this data.

There is additionally a right of appeal to the competent supervisory authority:

Bavarian State Office for Data Protection Supervision

Promenade 27 (Schloss), 91522 Ansbach, Germany

Contact

You can contact our data protection officer at any time with questions or concerns:

Christina Tafel,
Business Lawyer LL.M.
+49 8031 614780
datenschutzbeauftragter@xantara.eu

Section 18 Applicable law/ place of jurisdiction

(1) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on the International Sale of Goods (CISG). This shall be without prejudice to mandatory provisions of the State where the team member has their habitual residence.

(2) Should the customer be a merchant, a legal entity under public law or a special fund under public law or not have a general place of jurisdiction in Germany or move their residence abroad after conclusion of the contract or their place of residence is not known at the time of commencement of proceedings, then the place of jurisdiction shall be the location of XANTARA's registered office.

Section 19 Closing provisions

(1) XANTARA shall be entitled to change the General Team Partner Conditions and Delivery Conditions at any time. These changes are to be notified by XANTARA GmbH with a reasonable period of notice. The team partner shall have the right to object to the change. Should they not object to the amended conditions within one month of notification, then these shall become an integral part of the contract. In the event of objection, XANTARA is entitled to terminate the contract at the point in time at which the amended or supplementary terms and conditions are to come into force.

(2) Otherwise changes or amendments to these General Team Partner Conditions must be made in writing.
This shall also apply to cancellation of the requirement for the written form.

(3) Should any clause of these General Terms and Conditions be invalid or incomplete, this shall not affect the validity of the entire contract. The invalid clause shall rather be replaced by one that is valid and most closely reflects the commercial intent of the ineffective clause. The same should apply to the closure of any loophole in the provisions.

Status of these General Team Partner Conditions: November 2018