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Terms of service

Glowfish GmbH & Co. KG

As of 07.11.2026

Translation. The German version prevails (section 16.5).

1. General provisions, scope

1.1 Glowfish GmbH & Co. KG (hereinafter: Glowfish) provides all services exclusively on the basis of the following General Terms and Conditions (terms of service).

1.2 Agreements deviating from these terms are only effective with the express approval of Glowfish. In particular, these terms remain valid even if Glowfish provides its services without reservation while aware of conflicting terms of the customer.

1.3 Contractual relationships between customers and third-party providers that arise in connection with the brokering of supplies and services by Glowfish are additionally subject to the terms of these third-party providers (e.g. Arcor, Level(3), Denic).

2. Conclusion of contracts

2.1 The customer's order with Glowfish constitutes an offer to conclude a contract. A contract between the customer and Glowfish is concluded after receipt of the offer by declaration of acceptance by Glowfish in writing or text form, but in any case tacitly as soon as Glowfish carries out the first act of performance in response to the customer's offer (e.g. sending the access data for the customer interface).

2.2 Glowfish reserves the right to reject a customer's offer to conclude a contract at its own discretion and without giving reasons. This applies in particular if there are doubts about the customer's creditworthiness.

2.3 Glowfish provides its services in advance. It is therefore entitled, before accepting the offer, to verify the customer's identity, to confirm that the mobile phone number provided can be reached by sending a confirmation code and to obtain information on the customer's solvency from a credit agency. The customer is informed about this in the privacy policy.

2.4 If the customer is a consumer, they have a statutory right of withdrawal. Details and exceptions are set out in the cancellation policy, which is made available to the customer before the order is placed and sent in text form with the order confirmation.

2.5 Glowfish concludes contracts exclusively with natural persons with full legal capacity who have reached the age of 18, and with legal entities and partnerships with legal capacity. To establish this requirement, Glowfish collects the date of birth of the person placing the order. Details of the processing are set out in the privacy policy. Glowfish does not accept offers that do not meet this requirement. If it only becomes apparent after acceptance that the requirement was not met, the statutory rights of Glowfish remain unaffected.

3. Obligations of Glowfish

3.1 The obligations of Glowfish result from the respective service description, these terms and the contracts concluded with reference to these terms. In the interest of technical progress, Glowfish is entitled to use newer or different technologies, procedures and servers, provided that this does not disadvantage the customer.

3.2 The amount of data transfer included in the price results from the service description of the respective product. If a service is described as unlimited or as a "flat rate", this is subject to

reasonable use within the meaning of section 4.11. If the customer uses such a service beyond a level corresponding to the average of comparable customers, a monthly included data transfer volume of 10 GB (ten gigabytes) is deemed agreed. Any data transfer beyond this is charged to the customer as excess traffic according to the price list current at the time the excess traffic occurs. For the calculation of the data transfer volume, 1 GB = 1,000 MB, 1 MB = 1,000 KB and 1 KB = 1,000 bytes.

3.3 Glowfish does not guarantee the customer that the server can be reached at a fixed IP address. In particular, Glowfish is entitled to assign a new IP address to the customer or to change an assigned IP address where technically necessary. Glowfish will announce a change to the customer within a reasonable period in advance.

3.4 Glowfish is entitled to have its services performed in whole or in part by qualified employees or third parties.

3.5 Glowfish reserves the right to exclude individual products from private or commercial use.

3.6 Where a domain is described as included in the service description of a product, this entitlement exists for the duration of the respective contract. When the contract ends, the entitlement to the free provision of the domain also ends. Section 8.3 remains unaffected.

4. Obligations of the customer

4.1 The customer warrants that all information provided by them is complete and true. They will inform Glowfish of any change to this data without delay, but no later than after 14 days.

4.2 When ordering, the customer selects one of the plans valid at that time for the term of the contract. The customer can switch from a lower to a higher plan at any time. A switch from a higher to a lower plan is possible at the end of the respective contract term.

4.3 The customer will treat their access data (consisting of user ID and password) with the utmost care in order to prevent misuse. As soon as the customer becomes aware that their access data has become accessible to an unauthorised third party, they will inform Glowfish without delay and change the access data in the administration menu.

4.4 The customer is also liable for charges caused by unauthorised use of the account by third parties. This does not apply if the customer is not responsible for the unauthorised use.

4.5 In the case of contracts for web hosting accounts or dedicated virtual servers (hereinafter: accounts), the customer undertakes not to run any programs on the account that unduly affect the performance of the server or the function of the other accounts on the server. If Glowfish detects such a breach of duty or is notified of one, it is entitled to suspend the account immediately.

4.6 In the course of maintenance work and work in connection with the improvement of the internet services and infrastructure (see section 7 of these terms) of Glowfish, the customer will grant Glowfish root access to the server rented by them upon request, insofar as this is necessary to carry out the work. If the customer does not grant root access, they cannot base a reduction of the remuneration owed by them on the fact that the server no longer corresponds to the current state of the art.

4.7 If defects and/or faults occur at a later date, the customer must notify Glowfish of this without delay, but no later than after 10 days.

4.8 If the customer uses email accounts provided by Glowfish, they will check them regularly. Glowfish reserves the right to delete personal email messages received for the customer if they are not retrieved within four weeks of receipt.

4.9 The customer will always, in particular before handing over data, create or have created current backup copies of the data they store on the systems of Glowfish in order to ensure fast and cost-effective recovery of the data in the event of a system failure. These backup copies must not be stored on the web server itself. The customer will provide the backup copies free of charge if required. The customer's obligation to back up data exists irrespective of whether Glowfish itself creates backups according to the service description.

4.10 The customer expressly undertakes not to misuse the infrastructure of Glowfish. This applies in particular to the unsolicited sending of electronic communications to third parties, in particular for advertising purposes, unless the customer can assume that the recipient is interested in it (spam/junk mail), providing illegal content of any kind (e.g. music piracy, software piracy, child pornography), providing content with erotic, religiously fanatical, politically extremist, unlawful or legally questionable content, and unauthorised intrusion into third-party computer systems or attempts to do so (hacking, port scanning).

Pure download offers and the operation of IRC servers and IRC bots are not permitted.

4.11 For products that promise unlimited traffic or another service that can be used without limit, the customer undertakes not to use them beyond an average level. If Glowfish detects such a breach of duty or is notified of one, it is entitled to suspend the account immediately. Section 3.2 sentence 2 applies accordingly.

4.12 If a customer who is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB) culpably breaches section 4.10, they must pay a contractual penalty for each case of infringement, the amount of which Glowfish determines at its reasonable discretion and which can be reviewed by the competent court in the event of a dispute. Further claims of Glowfish remain unaffected. A forfeited contractual penalty is credited against a claim for damages.

4.13 If Glowfish incurs processing effort due to a breach of section 4.10 for which the customer is responsible or due to complaints from third parties, it may charge for this according to the current price list. The same applies to processing requests for information from third parties that are based on the customer's conduct.

4.14 Virtual servers are intended for operating the customer's own applications and services. VPN connections for managing the customer's own systems, for accessing their own networks and for connecting their own sites are permitted. Without the prior consent of Glowfish in text form, it is not permitted to use a server as a general internet access. This applies in particular to routing the data traffic of a private or business internet connection entirely or predominantly via the server and the IP addresses of Glowfish into the internet (VPN exit, exit node), providing VPN, proxy, Tor or other anonymisation services for third parties, or concealing one's own origin when committing unlawful acts.

4.14.1 If the customer breaches section 4.14, Glowfish will request them in text form to stop the use within three days. If the customer does not stop the use in time, Glowfish is entitled to suspend the server and to terminate the contract for good cause in accordance with section 11.3. If the use evidently serves to conceal unlawful acts or if Glowfish receives complaints or requests for information because of it, Glowfish may suspend the server immediately without prior request. Sections 3.2, 4.11 and 10.4 remain unaffected.

5. Third-party rights

5.1 The customer expressly warrants that the provision and publication of the content of the services published by them and/or provided for them by Glowfish according to their information does not violate German law or the law of their home country, if different, in particular copyright, data protection and competition law.

5.2 Glowfish reserves the right to block access to stored web pages whose content appears questionable or to exclude them from storage on an internet server. If the customer can prove that the content is unobjectionable, Glowfish will release the offer again.

6. Software development, scheduled orders

6.1 The basic structure of the service to be provided is agreed between the customer and Glowfish before the start of the order. Subsequent changes to the services provided by Glowfish (e.g. further development of software) are subject to a charge for the customer unless they are covered by a maintenance contract.

6.2 If the customer is in arrears with the provision of the data to be supplied, the implementation period is extended appropriately, but at least by the duration of the delay. If Glowfish is in default with the provision of its services without force majeure or fault of third parties, the customer is entitled to demand damages of 0.5 % of the order value for each day of delay.

6.3 The copyright to all services and developments provided by Glowfish only passes to the customer by express written agreement. Furthermore, the customer may not resell any developments, in particular advertising productions or software developments, or make them available to third parties for use against payment, either in whole or in part.

7. Internet services and infrastructure

7.1 Glowfish operates its infrastructure with the care of a prudent businessman and endeavours to provide its services with as few interruptions as possible. A specific availability is neither owed nor guaranteed unless expressly and separately agreed otherwise. Times during which accessibility is restricted due to technical or other problems beyond the control of Glowfish (fault of third parties, hardware defects, attacks on the infrastructure or force majeure) as well as maintenance times in accordance with section 7.2 do not give rise to any claims by the customer. Statutory rights of consumers remain unaffected.

7.2.1 Glowfish is entitled to temporarily suspend or restrict the availability of the contractual services on working days between 2 and 4 a.m. CET (hereinafter: maintenance window) (hereinafter: downtimes) in order to carry out maintenance or improvements to its systems. Glowfish will inform

the customer in good time of the start and expected duration of the maintenance times.

7.2.2 Glowfish may also carry out urgent work to avert faults or security risks outside the maintenance window. It will inform the customer about this without delay.

7.3.1 Glowfish only provides free support during the first 10 days after sending the access data for the server, insofar as this is related to the commissioning/setup of the server by the customer.

7.3.2 Free support beyond this in terms of time or content is only provided by express written agreement. Otherwise, the services are based on the price lists valid at the time the support service is provided.

7.3.3 If it turns out that the support service was used due to an error within the responsibility of Glowfish, the customer is entitled to a corresponding credit.

7.4 Glowfish does not guarantee the customer a specific bandwidth for connections to a rented web server. For technical reasons, fluctuations in bandwidth are possible.

8. Internet domains

8.1 The registration and administration of the various top-level domains is carried out by a large number of mostly national organisations and is subject to conditions that vary between the respective organisations, also with regard to domain disputes. Insofar as the registration and/or maintenance of internet domains is part of the services of Glowfish, the allocation conditions of the respective registry apply in addition to the contractual provisions of the contract concluded between the customer and Glowfish (e.g. for .de domains the DENIC domain terms and the DENIC domain guidelines).

8.2 Glowfish acts exclusively as an intermediary between the customer and the respective registry (NIC). Glowfish has no influence on the allocation of domains and therefore assumes no guarantee for the provision (delegation) of the domain requested by the customer.

8.3 If the customer has cancelled a domain registered via Glowfish or a contract that includes it, they must ensure that this domain has been transferred to another provider no later than the termination date. Otherwise, Glowfish is entitled to release the domain at the end of the contract.

8.4 The customer warrants that the domain registered by them does not infringe the rights of third parties. If the customer is requested by a third party to give up an internet domain, they will inform Glowfish of this without delay. In such a case, Glowfish is entitled to waive the internet domain on behalf of the customer and/or to block it and/or to place it in the care of the respective registrar (dispute procedure) if the customer does not immediately provide security for any litigation and legal costs in a sufficient amount (at least EUR 7,500). The customer indemnifies Glowfish against claims for compensation by third parties based on the unlawful use of an internet domain.

9. Prices and terms of payment

9.1 Unless otherwise agreed, the services of Glowfish are to be remunerated according to the price list current at the time of the order/service. For the remuneration of special services (e.g. support, on-site assignments), the price list may provide for remuneration based on hourly rates, work units or, in particular for travel costs, on the actual effort. If the service of Glowfish involves the shipment

of goods to the customer, the list prices are plus any shipping costs.

9.2 All goods delivered remain the property of Glowfish until the purchase price has been paid in full.

9.3.1 Glowfish charges the remuneration for the agreed billing period in advance. Unless otherwise stated or agreed, invoices from Glowfish are due for payment immediately after invoicing without deduction.

9.3.2 When ordering, the customer chooses between monthly payment and advance payment for 12 months. Entrepreneurs within the meaning of § 14 BGB can also choose advance payment for 24 or 36 months. For advance payment, Glowfish grants the discount on the monthly price stated for the respective product when ordering. In the customer portal, the customer can switch monthly payment to advance payment at any time. The change applies from the next invoice.

9.4.1 Glowfish sends invoices in electronic form. The customer agrees to electronic invoicing. Invoices to entrepreneurs within the meaning of § 14 BGB are issued in a structured electronic format in accordance with the applicable VAT regulations. The customer ensures that such invoices can be received.

9.4.2 If the customer requests an invoice that has already been sent again by post, Glowfish may charge a processing fee of EUR 3 per invoice.

9.4.3 If the customer is an entrepreneur established in another member state of the European Union and provides a valid VAT identification number, the invoice is issued without VAT with reference to the reverse charge procedure (VAT liability of the recipient). The customer is obliged to notify any changes to their VAT identification number without delay.

9.4.4 If the customer has their registered office or residence outside the European Union, the service is not subject to VAT in Germany (§ 3a (2) or (5) German VAT Act, UStG). The invoice is issued without German VAT. If the customer is an entrepreneur, they prove this by stating their tax or registration number. Taxes and duties incurred in the customer's country are borne by the customer, unless Glowfish itself is liable for the tax under the law of that country.

9.4.5 From countries outside the European Union in which foreign providers of electronic services must be registered for tax purposes from the first sale to consumers, Glowfish only accepts orders from entrepreneurs. This currently includes in particular the United Kingdom, Switzerland and Liechtenstein. The order process shows which countries are affected. The country of the address that the customer provides when ordering is decisive.

9.4.6 The customer receives invoices and notifications in the language in which they placed the order, if available, otherwise in English. The customer can have the language changed at any time.

9.5 If the customer defaults on payment, they owe the statutory default interest from the due date. If the customer is not a consumer within the meaning of § 13 BGB, they owe at least default interest of 10 % per annum and the lump sum under § 288 (5) BGB of EUR 40. In the event of a direct debit that is not honoured or is returned, Glowfish will charge the customer, in addition to the bank charges actually incurred, a processing fee of EUR 10.00, unless the customer proves that Glowfish has suffered no damage or significantly less damage than the lump sum. The assertion of further damage remains unaffected.

9.6.1 The customer may only set off undisputed or legally established counterclaims against claims of Glowfish. For a right of the customer to refuse performance under § 320 BGB, this only applies if the customer is an entrepreneur within the meaning of § 14 BGB.

9.6.2 The assertion of a right of retention under § 273 BGB is excluded insofar as the customer is an entrepreneur within the meaning of § 14 BGB. With respect to consumers within the meaning of § 13 BGB, this only applies insofar as the counterclaim is not based on the same contractual relationship.

9.7.1 If the customer pays by SEPA direct debit, they grant Glowfish a SEPA direct debit mandate to collect the amounts due from the account they have specified. Glowfish informs the customer of the mandate reference with the invoice.

9.7.2 Glowfish announces each collection with the invoice, which states the amount and the date of the debit. The period for this pre-notification is reduced to one calendar day before the date of the debit. The notification is made electronically.

9.7.3 The customer ensures that the account has sufficient funds. They will notify Glowfish of any changes to their bank details without delay. In this case, Glowfish will issue a new mandate reference.

10. Refusal of performance by Glowfish, suspension

10.1 If the customer defaults on payment, Glowfish is entitled to take back the goods delivered to secure its own rights or to stop providing services, provided that this has been announced to the customer after a reasonable period. Glowfish will also charge the customer a suspension fee and a reactivation fee of EUR 19 each. The customer is obliged to pay both the suspension and the reactivation fee of EUR 19 each, i.e. EUR 38, before their server is reactivated by Glowfish.

10.2 Glowfish is also entitled to refuse further services if the customer is more than 2 weeks in arrears with the payment of an invoice. If it becomes known that the customer's financial situation has deteriorated, Glowfish is entitled to refuse to provide further services or to make them dependent on appropriate security in the form of advance payment. This also applies during an ongoing contractual relationship. In this case, Glowfish may change the billing method to advance payment.

10.3 If the customer breaches their contractual obligations, in particular by infringing the rights of third parties, Glowfish is entitled to block access to the affected content. If the customer can prove that the content is unobjectionable, Glowfish will release the offer again.

10.4 A suspension or refusal of performance by Glowfish does not include the termination of the contractual relationship and therefore does not release the customer from their obligations, in particular not from their obligation to pay Glowfish and their liability.

11. Contract term and termination

11.1 The contract term results from the respective service description and the customer's order. Unless otherwise specified there, the contract term for entrepreneurs within the meaning of § 14 BGB is 12 months. If the customer chooses an advance payment in accordance with section 9.3.2,

the fixed term is at least the prepaid period.

11.2.1 With respect to entrepreneurs within the meaning of § 14 BGB, a contract concluded for a specific term or with a minimum term is tacitly extended by a period corresponding to the agreed term or minimum term, but by no more than one year, unless one of the parties terminates the contract with a notice period of 3 months to the end of the agreed term or minimum term. In the case of advance payment for 24 or 36 months, the extension period of 12 months is charged in advance with the discount for an advance payment of 12 months.

11.2.2 With respect to consumers within the meaning of § 13 BGB, a contract is extended for an indefinite period after the end of the agreed term. The consumer can terminate the extended contract at any time with one month's notice. The notice period to the end of the agreed term is one month.

11.2.2.1 If the consumer has paid in advance for the fixed term, the contract is charged monthly in advance after its expiry at the monthly price stated when the contract was concluded without discount, unless the consumer agrees a further fixed term of 12 months with advance payment before expiry. The consumer can make such an agreement in the customer portal no earlier than two months before the end of the current fixed term.

11.2.3 Contracts without an agreed term or minimum term can be terminated by either party at any time with one month's notice to the end of the following month.

11.2.4 During a fixed term, ordinary termination is possible to its end. Fees paid in advance for the fixed term are not refunded in the event of ordinary termination. If the contract ends prematurely due to a justified extraordinary termination, Glowfish will refund fees paid in advance for the period after the end of the contract.

11.3 The right of both parties to terminate for good cause remains unaffected. Good cause on the part of Glowfish exists in particular if the customer culpably breaches essential obligations under the contract concluded or is in default with payment of the agreed remuneration.

11.4 Termination must be in text form (for example letter or email). The customer can also terminate in the customer portal or via the button "Cancel contracts here" on the Glowfish website. Login is not required for termination via the website. Glowfish confirms receipt of a termination declared via the website or the customer portal without delay in text form, stating the date and time of receipt and the date on which the contract ends.

11.4.1 The termination of a domain does not affect a contract for a virtual server. If the customer terminates the last domain not yet terminated that belongs to a web hosting contract, this is also deemed to be an ordinary termination of this web hosting contract at the next possible date. Glowfish also confirms this termination to the customer in text form.

11.5 After the end of the contractual relationship, Glowfish keeps the customer's data in blocked form for a further 60 days. Restoration within this period is subject to a charge. After this period, the data is permanently deleted. The customer's obligation to back up their own data in accordance with section 4.9 remains unaffected.

12. Warranty for non-hosting services

12.1 If the service of Glowfish involves the delivery of goods, the limitation period for warranty claims of the customer, if they are an entrepreneur within the meaning of § 14 BGB, is 12 months, notwithstanding the statutory provisions. For used goods, warranty claims expire after six months with respect to entrepreneurs and after one year with respect to consumers.

12.2 If the customer is an entrepreneur within the meaning of § 14 BGB, they must notify Glowfish of obvious defects in writing immediately after delivery of the goods, otherwise the goods are deemed approved.

12.3.1 Glowfish assumes no warranty for damage caused by improper or unsuitable use of the goods by the customer or attributable to failure to observe instructions for use or incorrect or negligent handling.

12.3.2 Warranty claims are excluded if the customer has made interventions or repairs to the goods themselves or through third parties during the warranty period without the prior written consent of Glowfish.

13. Liability, indemnification

13.1 Glowfish is liable without limitation for damage resulting from injury to life, body or health based on a breach of duty by Glowfish, its legal representatives or vicarious agents, as well as for damage based on intent or gross negligence, furthermore in accordance with the provisions of the German Product Liability Act and to the extent of a guarantee assumed.

13.2 In the event of a breach of essential contractual obligations, the fulfilment of which makes the proper performance of the contract possible in the first place and on whose compliance the customer may regularly rely, Glowfish is also liable for slight negligence, but limited in amount to the foreseeable damage typical for the contract at the time the contract was concluded. This is limited to the remuneration owed by the customer in the contract year concerned.

13.3 Otherwise, liability for slight negligence is excluded. Liability for lost profits is excluded unless section 13.1 applies.

13.4 Glowfish is only liable for the loss of data to the extent that would have been necessary for restoration if the customer had backed up data properly and regularly (section 4.9).

13.5 Strict liability for defects in the storage space provided and/or the software provided that already existed when the contract was concluded is excluded.

13.6 The above limitations of liability also apply in favour of the legal representatives, employees and vicarious agents of Glowfish.

13.7 Glowfish expressly points out to the customer that data protection for data transmissions in open networks such as the internet cannot be fully guaranteed according to the current state of the art. The customer knows that Glowfish can technically view the website content stored on the web server and possibly also other data of the customer stored there at any time. Other internet participants may also be technically able to interfere with network security without authorisation and to monitor message traffic. The customer is therefore responsible for the security of the data they

transmit to the internet.

13.8 The customer undertakes to indemnify Glowfish internally against all possible claims of third parties based on unlawful acts of the customer or errors in the content of the information provided by them. This applies in particular to infringements of copyright, data protection and competition law.

14. Reservation of changes

14.1.1 Glowfish is entitled to change the amount of the fees to compensate for changes in its costs, in particular costs for energy, hardware, network connection, upstream services of third parties, personnel and statutory charges. Glowfish will notify the customer of the change in text form no later than six weeks before it takes effect. In the event of a price increase, the customer has the right to terminate the contract at the time the change takes effect. Glowfish must expressly point this out in the notification. If the customer does not exercise the right of termination within four weeks of receipt of the notification, the change is deemed accepted. Glowfish will take cost reductions into account in the same way.

14.1.2 The change is permissible for the first time at the end of the originally agreed term or minimum term and only once in each extension period.

14.2 The customer has no claim to performance of additional services provided free of charge. Glowfish is also entitled to limit the scope of free additional services or to discontinue them entirely without prior notice. Glowfish is also entitled, after prior notice, to convert such a service into a chargeable offer. In the latter case, the customer has an immediate right of termination exclusively with regard to the additional service at the time of conversion into a chargeable offer. Glowfish must expressly point this out in the notification. If the customer does not exercise this right within four weeks of receipt of the notification, the change is deemed accepted.

14.3 Glowfish is also entitled to amend these terms insofar as the amendment is reasonable for the customer, taking into account the interests of Glowfish, in particular if it is caused by changes in the legal situation, supreme court case law or the technical framework. Glowfish will notify the customer of the amendment in text form no later than six weeks before it takes effect. The customer can object to the amendment within four weeks of receipt of the notification. If they object, either party can terminate the contract at the time the amendment takes effect. Glowfish must expressly point this out in the notification.

15. Confidentiality, data protection

15.1 The contracting parties will keep confidential all confidential documents and information they receive in connection with the contractual relationship for as long as they have not become generally known. The obligation of confidentiality continues after the end of the contract. Glowfish undertakes to keep the working documents and data provided to it with the care it applies to its own affairs.

15.2 Glowfish processes personal data of the customer insofar as this is necessary for establishing, performing and terminating the contractual relationship or another legal basis exists. Details, in particular on purposes, legal bases, recipients and storage period, are set out in the privacy policy.

The customer can object at any time in text form to processing based on a legitimate interest of Glowfish, such as advising customers, own advertising and the needs-based design of services.

15.3 Glowfish provides the customer with information about the data stored about them at any time on request and free of charge. The customer is aware that data transmission on the internet involves risks and that comprehensive protection for the transmission of data cannot be guaranteed.

16. Final provisions

16.1.1 The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, this choice of law only applies insofar as it does not deprive them of the protection granted by mandatory provisions of the law of the country of their habitual residence. The place of jurisdiction for all claims arising from the contract concluded between the customer and Glowfish is Munich, insofar as this is legally permissible.

16.1.2 Even in the case of an effective agreement on the place of jurisdiction, Glowfish is entitled to bring actions against the customer at their general place of jurisdiction or at a justified special place of jurisdiction.

16.2 Glowfish is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

16.3 All amendments to this contract, including any deviation from this form requirement, must be made at least in text form to be effective.

16.4 Should any provision of this agreement be or become invalid or prove to be unenforceable, or should the contract contain a gap requiring completion, the validity of the remaining provisions remains unaffected. The invalid or unenforceable provision or the gap is replaced by a substitute provision that comes as close as possible to the economic purpose of the agreement and that both parties would have agreed if they had known of the invalidity or unenforceability of the provision.

16.5 German, English, French, Spanish and Italian are available for the conclusion of the contract. These terms, the cancellation policy and the privacy policy are also available in these languages. In the event of discrepancies between the language versions, the German version prevails, unless mandatory consumer protection law provides otherwise.