

General Terms and Conditions (GTCs) of IP-Projects

Valid from 2023-06-22

IP-Projects provides the Customer with the ordered internet service with all included service components as well as any commissioned additional services exclusively under the following conditions.

IP-Projects does not recognise any fully or partly differing GTCs of customers, unless these have been expressly agreed to in writing. The different top-level domains are managed by a number of different organisations, which have set out varying conditions regarding the allocation, registration and administration of the corresponding sub-level domain and the procedure for domain disputes. In Germany, this is DENIC e.G. (central registry for German internet addresses ending in 'de', hereinafter abbreviated to DENIC). If domains are the subject of the contract, the respective allocation guidelines, the DENIC domain conditions for de-domains, the DENIC domain guidelines and the DENICdirect price list shall also apply.

1. Scope of services, Conclusion of contract, Fees and due dates, Customer email, Price changes, SEPA mandate, Pre-notification, Failed direct debit / costs, Responsibility for access identification, Managed services

1.1. The scope of services shall be laid down in the customer information linked or connected with the order, particularly in the respective prospectus, in the current internet offering of IP-Projects at the time of ordering, or in the information enclosed with another offer.

1.2. IP-Projects provides its services at the respective fees stipulated in the customer information. The Customer will receive electronic invoices for every payment made. The invoice amount shall be due for payment within 10 days of the invoice date.

1.3. The representation of products in the online shop shall not constitute a legally binding offer, but rather an invitation to place an order. By placing an order, the Customer shall make a binding offer upon completion of the order process, by which the Customer shall be bound for 4 days. After receipt of the order, the Customer shall receive confirmation of receipt, which shall not yet constitute an acceptance of the offer. The contract shall be concluded in accordance with the regulations in section 8.1. of these GTCs.

1.4. First, a basic service shall be selected, which will be transferred to the shopping basket by clicking on the button 'Order tariff'. This will be followed by further selection screens displaying the individual subservices and prices which can be selected. The order can be modified and corrected by selecting or deselecting these individual subservices or making corrections in the 'Configuration' sub-step and every other previous sub-step. The order can be discarded by clicking on the trash symbol.

1.5 The text of the contract between IP-Projects and the Customer shall be stored on internal systems. The order data, the GTCs and the cancellation policy shall be sent to the Customer at their customer email address. Once the order has been sent, the contract text will no longer be accessible via the internet for security reasons.

1.6. The contract language is German.

1.7 In case of a change in VAT or turnover tax, IP-Projects shall be entitled to adjust the amended rates accordingly from the date on which the change is made.

1.8 For communication purposes, the Customer shall provide an email address when ordering, which can be changed at any time in the customer centre. This email address will be hereinafter referred to as the customer email. The Customer shall undertake to regularly access this customer email.

1.9 IP-Projects reserves the right to modify fees at the beginning of a new accounting period. The Customer shall be informed of modified fees at least 4 weeks before the change takes effect at their customer email. Fee increases shall result in an extraordinary right of termination by the Customer with a notice period of two (2) weeks.

1.10 If the contract commencement date or the contract end date is not the first day of the month, these months shall be invoiced on a pro rata daily basis in relation to thirty (30) days.

IP-PROJECTS GMBH & CO. KG

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SUPPORT@IP-PROJECTS.DE

WWW.IP-PROJECTS.DE

BANK DETAILS

IBAN: DE95 7905 0000 0043 7834 55

BIC: BYLADEM1SWU

COMMERCIAL REGISTRY

Amtsgericht Würzburg | HRA 6798
USt-IdNr: DE279448086

CEO

Michael Schinzel

1.11 Fees shall be paid by bank transfer, PayPal or SEPA direct debit. In case of SEPA direct debit, the Customer shall authorise IP-Projects to collect fees incurred from a valid bank account. For this purpose, the Customer shall undertake to issue IP-Projects with the corresponding SEPA mandate to carry out the SEPA direct debit. The mandate shall also extend to subsequently amended master data and new bank details. The monthly fee shall be collected in advance for the stated period. One-off fees, the activation fee, variable fees and purchase prices for other products shall be collected upon provision of the service or immediately before delivery. The Customer shall be informed of the amount and the debit date in the invoice (pre-notification). The period between pre-notification and direct debiting shall be no less than one day. If the contractual payment shall be made by a third party, the Customer shall immediately forward the pre-notification to this third party. If necessary, the Customer shall indemnify IP-Projects against disadvantages incurred due to the pre-notification not being forwarded. In case of a chargeback for which IP-Projects is not responsible, especially due to insufficient funds, incorrect bank account number, direct debit objection or expired bank account, an additional processing fee of 10.00 Euros shall be payable.

1.12 The Customer shall also be responsible for fees caused by other authorised or unauthorised persons using their access ID, unless the Customer has no responsibility.

1.13 In this context, the Customer shall undertake to carefully store personal passwords carefully and keep them protected against third party access, misuse and loss. Furthermore, the Customer must change any automatically assigned passwords immediately upon first connection and when subsequently requested by IP-Projects. The Customer shall indemnify IP-Projects against costs and claims made by third parties, which have resulted from a breach of the aforementioned obligations.

1.14 IP-Projects shall provide services immediately when the first payment has been credited.

1.15 If DENIC e.G. or other interested registries should change their pricing or accounting model for internet addresses (so-called domains), IP-Projects shall be entitled to amend the fees charged to the Customer accordingly when the change takes effect without separate terms of notice. If such an adjustment is unreasonable, the Customer shall be entitled to an extraordinary right of termination.

1.16 The Customer may only offset undisputed counterclaims, or counterclaims which are legally binding or ready for decision, against claims of IP-Projects.

1.17 Managed services include 3 hours of work time per month. The work time shall not be added up and it shall expire at the end of each calendar month. If work is required, which exceeds this guide time, this shall be charged individually according to outlay.

1.18 It shall be guaranteed that the work as part of the managed service will be carried out within 24 hours or at a chosen time after consultation with the Customer.

2. Provided contents, programmes and data, Log files

2.1 The contents, text, pictures and sound materials and programmes (e.g. CGI modules) provided by IP-Projects within the scope of services and goods offered are usually copyrighted. The Customer of a website may use such materials provided by IP-Projects to design their own internet contents for the duration of the contract at the internet address managed via <http://ip-projects.de> and also personalise or modify these contents. Any other use (including copying, sale and transfer to third parties) is only permitted with the written consent of IP-Projects or the respective holder of rights.

2.2 IP-Projects shall only be liable for the accuracy, correctness, desired functionality and completeness of the contents and programme modules in the context of the liability regulation in paragraph 13. IP-Projects shall not be responsible for contents, which are not on its own servers, and cannot assume any guarantee for these contents, without prejudice to paragraph 13.

2.3 So-called log files are stored for the creation of statistics by the Customer. IP-Projects shall only analyse the log files in order to provide the Customer with centrally processed and condensed statistics according to the customer information. The additional storage and use by IP-Projects or third parties is excluded.

3. Arrangements for self-created contents or transferred contents

3.1 The Customer shall undertake to provide the name and address for their commercial offers as well as the name and address of the authorised representative for associations of persons and groups.

3.2 The Customer guarantees that the contents do not break any laws. Furthermore, the storage of erotic, pornographic, extremist or immoral contents is not permitted under the concluded contract. IP-Projects shall be entitled to immediately block or delete any aforementioned contents without further notice. If a customer breaches or ignores warnings about these conditions, IP-Projects shall be entitled to terminate the contractual relationship for an important reason without notice.

3.3 IP-Projects reserves the right to suspend or to prohibit any contents, which may disturb the normal operation or the safety behaviour of the server. In particular, this relates to CGI and PHP programme modules, which are not already held in the programme library. IP-Projects also reserves the right to suspend any offerings by the customer without warning if the Customer runs their own programmes as part of their offering, which may disturb the normal operation or the safety behaviour of the server.

3.4. In case of an abuse report concerning a server or webspace, IP-Projects shall be entitled to block the server or webspace after setting a reasonable deadline. IP-Projects shall endeavour to promptly inform the Customer about the blocking at their customer email. If IP-Projects carries out a blocking for these reasons, the Customer shall still remain bound by their obligations to IP-Projects.

3.5 The Customer is aware that it is normally possible for all parties involved in the transmission path of data transmitted via the internet to obtain knowledge of the data without authorisation. The Customer shall accept this risk.

4. Registration, Change, modification and cancellation of domains for websites

4.1 In principle, IP-Projects shall only issue non-binding information about the availability of a domain by telephone or via the internet. Between disclosure and registration, a domain may be allocated to a third party by DENIC or another registry, without IP-Projects being informed or having any influence on this.

4.2 The registration of a domain shall take place as a German 'de' domain, unless agreed otherwise. The registration data shall be forwarded to DENIC or another respective registry in an automatic procedure without the assumption of any responsibility. The Customer can only assume an actual allocation once the IP-Projects service has been provided under the desired name(s). Any liability or warranty of IP-Projects for the allocation of ordered domain names and for the interim allocation to another party shall be excluded.

4.3 If the domains desired by the Customer are no longer available, IP-Projects shall consider any alternatives specified by the Customer in order. If none of the specified names are available or if there is an insufficient number available, IP-Projects shall request other domain names for registration from the Customer.

4.4 For the term of the contract concluded with the Customer, IP-Projects shall manage the included domains on the basis of the regulations of the relevant issuing body as applicable, in particular the regulations of DENIC (these can be viewed at www.denic.de). If these regulations should change, or should the framework conditions governing the registration and maintenance of domains change for other reasons, the amended regulations shall become part of the contract.

4.5 IP-Projects shall carry out the application or registration of domains in the name and by order of the Customer and register the Customer as the authorised user (i.e. 'owner' and 'admin-c') of the respective domain. For certain services, a single authorised user, who will have access instead of the Customer, can be designated by the Customer per service. IP-Projects shall be registered as 'tech-c' and 'zone-c' as usual. The registrations 'admin-c' and 'tech-c' are required information for DENIC. The Customer is aware that the name, address and telephone number of the respective authorised users will be mandatorily and permanently stored by DENIC and in the RIPE database and that they can be viewed by themselves or a third party in the so-called whois search engine on the internet (e.g. on www.denic.de).

4.6 In case of the termination of the contractual relationship, IP-Projects shall be free to release the domain names allocated to the contractual relationship, even if a different authorised user has been designated by the Customer. However, if the Customer or the other authorised user should want to continue using a domain through another provider after termination of the contract, IP-Projects shall immediately authorise the necessary release without additional remuneration for this purpose, provided the contractual fees have been paid.

4.7 There is a possibility of including existing domains, which are currently serviced by a different provider, in the contractual relationship with IP-Projects for certain services. The Customer is aware that a release is required from the previous domain servicing provider for a successful re-registration. IP-Projects shall make several attempts to successfully complete the re-registration to a reasonable extent. However, IP-Projects cannot assume any guarantee for the successful re-registration in the absence of a release from the third-party provider. If a fee has been agreed for the re-registration, the Customer shall remain bound by their obligations to IP-Projects, even in the absence of a release from the third-party provider. In other respects, a successfully re-registered domain shall be treated like a newly registered domain in the relationship between IP-Projects and the Customer pursuant to the regulations specified here.

4.8 The Customer declares their willingness to cooperate to the extent necessary in each case in the event of a change in the manager of a domain, as well as with regard to registration, modification or deletion of a domain, and to issue the declarations necessary for this purpose if necessary. IP-Projects can refuse to transfer domains as long as the Customer is in default of payments.

4.9 If the Customer should order other domain types (e.g. .com, .net, .org, .info, .biz, .name, .at, .ch), the overall process will be as detailed above taking into account the respective valid allocation guidelines and pricelists.

5. Responsibility of the Customer for contents and domain names, Release from claims

5.1 The Customer shall be responsible for all produced or published contents themselves, using their access code or by third parties. IP-Projects shall not monitor or verify these contents, or the contents shall only be monitored or verified at irregular intervals.

5.2 IP-Projects does not examine the contents of the Customer to determine whether third-party claims can be raised either rightfully or unrightfully. In this respect, it is widely accepted practice on the internet that contents be blocked pending a judicial review on the credibility of the demands made by every third party (see also the 'Dispute Policy' of InterNic at www.internic.net). For this reason, the Customer agrees to allow access to their contents and the blocking of it should third-party claims be credibly asserted.

5.3 The Customer affirms that to their knowledge no infringement of the rights of third parties are caused through registration or connectivity to a domain. The Customer acknowledges that they are solely responsible for selection of domain names. If third parties can credibly assert claims to domain names, IP-Projects reserves the right to block the domain names concerned until legally binding clarification of the matter in dispute.

5.4 If for any one of the reasons specified in 3. and 5. IP-Projects should carry out a blocking, the Customer shall still remain bound by their obligations to IP-Projects. The Customer agrees to all measures that IP-Projects has to take in order to perform

all court rulings and decisions. Furthermore, the Customer shall indemnify IP-Projects with regard to paragraphs 2. to 5. against claims from third parties, all costs incurred and disadvantageous consequences.

6. Data security, Online transmission, Operation of a server

6.1 If data is transmitted to IP-Projects, in whatever form, the Customer shall produce back-up copies. The IP-Projects servers are regularly and meticulously secured in accordance with the customer information. In the event of any data loss, the Customer shall transmit the relevant data again free of charge to the IP-Projects server.

6.2 Various customer-specific settings for the offered services and goods are configured online. Such data is transmitted via the internet at the risk of the Customer without any guarantee by IP-Projects. The communicated information becomes effective after being received, and it will be used by IP-Projects as binding with respect to performance of services until new data is received by internet. Delays occurring during this process are of a technical nature and do not represent a defect.

6.3 As a result of potential license issues, when operating a Windows server, the Customer shall only run Microsoft software products which are simultaneously purchased or leased from IP-Projects in case other Microsoft products are run on this server. Other Microsoft products can only be run on this server after release by IP-Projects. The desired operation shall only be reviewed and released with possible conditions by IP-Projects with regard to the required licencing by Microsoft.

7. Receipt, sending and deletion of emails, Blocking of the customer account

7.1 The Customer agrees that IP-Projects and its cooperation partners shall send emails to their email address for information purposes. In order to distinguish such emails, they shall be appropriately labelled. The Customer can object to this at any time by writing to IP-Projects GmbH & Co. KG - Am Vogelherd 14 - 97295 Waldbrunn or the email address support@ip-projects.de

7.2 Should IP-Projects become aware that the customer is sending emails under their domain name illegally or transferring communications contrary to the generally accepted rules of internet communication, IP-Projects reserves the right to block the service temporarily or permanently. This shall also apply to 'postings' of advertising or illegal messages in public newsgroups on the internet, as well as bulk emails to recipients, who do not know the recipients ('spam'). If IP-Projects should carry out blockings for these reasons, the Customer shall remain bound by their obligations to IP-Projects.

7.3 IP-Projects shall be entitled to delete emails received in provided POP3 accounts (main addresses for emails)

- after being retrieved by the customer,
- after they have been forwarded in accordance with customer instructions,
- after being stored for 60 days.

7.4. If the Customer is in default of payments, IP-Projects may block their services after appropriate consideration.

8. Commencement and end of contract, Terminations, Change to another contract, Data traffic

8.1 The contractual relationship between the Customer and IP-Projects shall commence on the day on which the access ID is activated and possibly the first requested domain name. With regard to online access, the contractual relationship shall commence with the first use or no later than ten (10) days after delivery of the access data. This date shall represent the commencement of the contract and invoicing, regardless of the payment date.

8.2 The minimum contract term is 12 months, unless otherwise agreed. After the minimum contract term, the Customer and IP-Projects may terminate the contractual relationship without having to state reasons subject to the notice period stated on the respective order form and in the respective customer information. A fourteen (14) day notice period to the end of each month shall apply, unless a different period has been agreed.

8.3. The right of both parties to termination without notice shall remain unaffected. An important reason exists for IP-Projects if the continuation of the contract is unreasonable in consideration of all circumstances and taking both parties' mutual interests into account, and in particular:

- in case of late payment of at least two Monthly Fees,
- if Customer fails to comply with any applicable law or any material obligation set out in these Terms and Conditions
- in the case of offensive conduct towards IP Project employees,
- if insolvency proceedings are instituted in respect of the assets of the customer, insolvency proceedings are opened or the opening is rejected for lack of assets.

8.4 A termination declaration must be signed and sent in written form by letter, fax or email in order to be valid. Please include your customer number in the termination declaration.

8.5 IP-Projects may suspend services and additional services offered free of charge at any time while respecting a notice period of 30 days. An email notification shall suffice for the communication of the suspension.

8.6 The Customer may change to another product with a different tariff upon request, provided it is available and technically possible. It is possible to change to a product with a lower-priced tariff at the end of the prepaid period. It is possible to change to a product with a higher tariff at any time. The enhanced services shall be provided as quickly as possible and the increased tariff shall be calculated from the changeover date. IP-Projects may also collect receivables resulting from the tariff change by means of direct debit. Credits shall be offset with future services. The period specified for the newly selected service in the customer information shall apply as the notice period in future.

8.7 The right to termination for an important reason without notice shall remain unaffected. In particular, an important reason exists for IP-Projects in case of serious or continued breaches of contractual provisions, in case of infeasibility of the contract and in case of a default of payment by the Customer amounting to two monthly instalments or an amount that corresponds to two monthly instalments. In the event of termination for an important reason, IP-Projects shall be entitled to immediately deny access to the services and release the internet addresses (domains) allocated to this contractual relationship. Furthermore, in this case, IP-Projects may block and delete stored content and email messages, without setting a grace period.

9. Availability, Maintenance

9.1 In general, the IP-Projects servers are available 24 hours a day, seven (7) days a week. IP-Projects shall assume no guarantee for the uninterrupted availability of data (see paragraph 13.4). The liability of IP-Projects for data loss due to technical interruptions, interrupted data transfers or other problems within this context is excluded.

9.2 Unless otherwise specified, availability of 99.9% shall apply. This includes interruptions due to regular or sporadic maintenance. This does not include periods in which the server is not available due to technical or other problems which are not in the sphere of influence of IP-Projects (e.g. force majeure, fault of third parties, etc.).

9.3 IP-Projects shall endeavour to provide 24h support via the internet. A guarantee cannot be given in this respect.

10. Technical limitations.

10.1 Unless specifically agreed upon, the Customer shall have no claim to their own IP address, an actual physical server for their contents or their own dedicated bandwidth (transmission capacity for data traffic). Operations are carried out on high-performance central computers (servers) with a single IP address and a bandwidth available for each server, whereby fluctuations in the actual availability of the bandwidth for the Customer are possible.

11. Interruptions in service

11.1 In case of defects, IP-Projects may complete either partial or complete remedial work or provide replacement delivery free of charge. If the remedial work or replacement delivery is unsuccessful twice, the Customer shall be entitled at their own discretion to demand either a price reduction or cancellation of the contract.

11.2. Unless otherwise stated in these GTCs, IP-Projects must immediately remedy any disruptions of access to the products in the context of technical and operational possibilities. If IP-Projects is responsible for this disruption, the Customer shall be entitled to a reduction of the monthly fee. The Customer shall undertake to immediately report any identifiable access disruptions to IP-Projects in the web interface or by email (fault report), but no later than seven (7) calendar days after discovery.

11.3. Further claims by the Customer shall be limited by the liability regulations in paragraph 13.

12. Technical consultancy

12.1 The technical consultancy by email and via the hotline shall be provided to the extent specified in the customer information.

12.2 With regard to the technical consultancy, a guarantee for the completeness and accuracy shall only be assumed insofar as it lies in the knowledge of the respective employee.

13. Limitation of liability and damage claims

13.1 IP-Projects shall not be liable for slightly negligent breaches of duty, provided that damages from injury to life and limb or health or guarantees are not affected, and claims according to the product liability law are not affected. The liability for the breach of duty whose fulfilment is a requirement for the proper execution of the agreement and whose fulfilment the customer may rely regularly shall also remain unaffected. The same shall apply to breaches of duty by the legal representatives or vicarious agents of IP-Projects.

13.2 The IP-Projects services and goods shall be used according to the limitation in paragraph 13.1. In particular, this refers to the functionality and freedom from viruses of contents and software (e.g. Java applets, CGI modules), which can be loaded or activated by IP-Projects.

13.3 IP-Projects shall not be liable for the correct functionality of internet infrastructures or transmission paths, which are not the responsibility of IP-Projects or their vicarious agents, unless a liability exists as an exception according to paragraph 13.1.

14. Data protection

14.1 IP-Projects may process user data for the reasonable utilisation, operation and further development of the service. The Customer may revoke their declaration of consent with future effect at any time by writing to IP-Projects GmbH & Co. KG, Am Vogelherd 14, D-97295 Waldbrunn or the email address support@ip-projects.de.

14.2 The Customer agrees to the processing and use of the personal data which is necessary for executing and using the services (teleservice). Personal data involves personal or material details about a certain or determinable person. The agreement also extends to the vicarious agents of IP-Projects. The Customer is not obliged to agree to this provision. The Customer can also make use of the service if they do not agree to this provision.

14.3 IP-Projects is also entitled to use and process the personal data of the Customer for consultation, publicity, market research or for the organisation of the teleservice, unless the Customer indicates otherwise. Inventory data is such data, which is necessary for the establishment, content arrangement or change of a contractual relationship regarding the use of the teleservice. The Customer is not obliged to agree to this provision. The Customer can also make use of the service if they do not agree to this provision.

15. Miscellaneous

15.1 IP-Projects shall be entitled to commission a third party or agents with the provision of parts of the scope of services or even with the entire scope. IP-Projects is entitled to change the used internet infrastructure, commissioned service providers and vicarious agents at any time and without separate notice, provided this will not cause any disadvantages to the Customer or this change is technically necessary for the provision of the service.

15.2 IP-Projects shall send the notifications mentioned in the GTCs from IP-Projects to the Customer as well as notifications which become necessary in the further course of business to the customer email address. Notifications shall be deemed to be delivered upon receipt, regardless of the date on which the Customer actually reads such messages.

15.3. Amendments to the General Terms and Conditions shall be disclosed to the Customer at least 2 weeks before the changes take effect by email to their customer email address. Instead of attaching the complete text, a link to the website with the new version is sufficient for this purpose. If such amendments are not objected to within one month of delivery, they shall be deemed to be accepted. IP-Projects shall refer each customer to the importance of their behaviour.

15.4 Contract amendments, supplements and ancillary agreements must be made in writing. This also applies to the cancellation of this formal requirement.

15.5 IP-Projects is entitled to use newer and/or other technologies, systems, procedure or standards than was offered first, provided it will not cause any disadvantages to the Customer.

15.6 Insofar as is legally permissible, the place of jurisdiction is Würzburg. The law of the Federal Republic of Germany is applicable.

Cancellation policy

Provided that the Customer is a consumer and the contract has been concluded by exclusive use of means of distance communication (distance contract), the Customer shall be entitled to the following statutory right of cancellation:

Right of cancellation

You may cancel your contract of purchase within 14 days without having to state reasons. The allocated cancellation timeframe is 14 days from the contract conclusion date. In order to exercise your right of cancellation, you must inform us

IP-Projects GmbH & Co. KG, represented by IP-Projects GmbH, these in turn represented by the managing director Michael Schinzel,

Am Vogelherd 14

D-97295 Waldbrunn

Phone: +49 (0) 9306 - 76499-0

Fax: +49 (0) 9306 - 76499-15

info (at) ip-projects.de

by sending us an explicit declaration stating that you are cancelling your contract of purchase (e.g. by sending us a letter in the mail, fax, or an email). You may use the attached cancellation form template; however, it is not mandatory to use this template. It will suffice to send us your notification of cancellation within the given cancellation timeframe in order for the cancellation timeframe to be granted.

Cancellation consequences

If you cancel this contract of purchase, we are obligated to refund all payments that we have received from you, including shipping costs (excluding additional shipping costs that result from choosing a different shipping option, other than the regular standard shipping option that we offer) immediately and within 14 days at most, effective the day that we receive your cancellation. The payment method which was used to make the transaction will also be used for the reimbursement, unless we have explicitly agreed to something else. You will not be charged any fees for the reimbursement. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your cancellation of this contract, in comparison with the full coverage of the contract.

Cancellation form template

If you would like to cancel the contract, please fill out this form and send it back to us

IP-Projects GmbH & Co. KG, represented by IP Projects GmbH, these in turn represented by the managing director Michael Schinzel,

Am Vogelherd 14

D-97295 Waldbrunn

Fax: +49 (0) 9306 - 76499-15

info (at) ip-projects.de

I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following services

Ordered on (*) / received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the person s) Consumer(s): (only on paper)

Date:

(*) Delete as appropriate