General Terms and Conditions for Registering in and Using the BESTSECRET Online Shop and Visiting the BESTSECRET Stores

(Version: June 22nd 2026)

Preamble

Best Secret GmbH and Best Secret Retail Wien GmbH are part of the BESTSECRET Group.

The BESTSECRET Group comprises the following companies: Best Secret Group SE, Best Secret GmbH, Best Secret Logistik GmbH, Best Secret Retail Wien GmbH, Best Secret Poland sp. z o.o., Best Secret Hellas S.M. S.A, Best Secret S.r.l., Best Secret Bulgaria EOOD and Best Secret Retail Poland sp. z o.o..

Best Secret GmbH with statutory seat in Margaretha-Ley-Ring 27, 85609 Aschheim, Germany, is the formal contracting party of the customer.

For better readability, both Best Secret GmbH and Best Secret Retail Wien GmbH are referred to individually and collectively below as "**BESTSECRET**".

The BESTSECRET Group has set itself the goal of offering its customers a personalised shopping experience. Registered users ("**Members**") thus have the chance to shop in the personalised online shop of Best Secret GmbH ("**Online Shop**") and also, under certain conditions, to visit the stationary sales outlets of BESTSECRET ("**Stores**"). The entire shopping experience is personalised for each Member.

For reasons of readability, this text uses the generic masculine. However, this of course refers to all genders equally.

A. General provisions

1. General

1. These General Terms and Conditions for Registering in and Using the BESTSECRET Online Shop and Visiting the BESTSECRET Stores ("**Conditions of Use**") govern the relationship between BESTSECRET and the Members
   a) when using the personalised Internet presence of the BESTSECRET Online Shop and all localised domains thereof (hereinafter "**Website**");
   b) when using the personalised BESTSECRET App for mobile devices (hereinafter "**App**");
   c) when visiting the Stores (Premium & Outlet Store, Margaretha-Ley-Ring 23-27, 85609 Aschheim and BESTSECRET Premium & Outlet Store, Ingolstädter Str. 40, 80807 Munich, BESTSECRET Premium Store, Rita-Maiburg-Straße 6a, 60549 Frankfurt am Main, BESTSECRET Premium Store, Marktstraße 6, 2331 Vösendorf, Austria).

   (lit. a) to c) in total in the following: "**BESTSECRET Services**").
2. The acceptance of the Conditions of Use when registering on the Website or in the App is a mandatory requirement for the use of BESTSECRET Services. If you do not agree to the Conditions of Use, you are prohibited from using the BESTSECRET Services.
3. In business relations with BESTSECRET, the then current Conditions of Use shall apply in addition to the then current General Terms and Conditions for the Sale of Goods

through the BESTSECRET Online Shop or BESTSECRET Stores. The current version of both these general terms and conditions can be downloaded and printed at BESTSECRET - Terms and Conditions.

4. BESTSECRET invites you to read the Conditions of Use before using BESTSECRET Services. If there are any parts of the Conditions of Use that you do not understand, please contact BESTSECRET at Contact Support to have them explained to you.

2. Data protection

The protection of your privacy is a high priority for BESTSECRET. You will find the current privacy policy at BESTSECRET - Privacy Policy where you can read exactly what data is collected from you and how it is processed.

3. Membership

1. To gain access to BESTSECRET Services, you need to be a Member of BESTSECRET. Membership is free of charge for you. Membership is not transferable.
2. To acquire membership, you first need a recommendation from an existing Member or BESTSECRET.
3. Only consumers with unlimited legal capacity can become Members.
4. It is only possible to register online for a specific delivery country by providing certain personal details (name, address, e-mail address) and setting a secure password. The minimum requirements for the password are specified by BESTSECRET when you register. If the data provided during registration subsequently changes, you are obliged to amend it without delay. At the request of BESTSECRET, you are obliged to prove that you meet the necessary requirements for membership.
5. There is no entitlement to membership. Membership only comes about through acceptance of the membership application by BESTSECRET. BESTSECRET is not obliged to accept new Members. In particular, the number of BESTSECRET Members is limited.
6. Each Member receives a personalised BESTSECRET account ("**Account**") for a specific delivery country. Personalised shall mean that BESTSECRET tries to give you the best shopping experience possible by displaying to you goods that match your interests and needs. This can affect the presentation and visibility of goods. BESTSECRET aims to display to you prioritized the brands you like, actively search for or frequently buy, sizes that fit you and news about designers and goods you like, have put on your wish list or in your shopping cart. Only one Account per Member and country is allowed. If you wish to have your order delivered to another country at a later date, you can set up an Account for that country using a different email address. If necessary, please contact our customer service team. By setting up the Account, you declare that you will only use the Account for private purposes. If we establish that a Member has more than one Account per country, we reserve the right to delete all but one of the Member's accounts. We will inform the respective Member in advance and give them the opportunity to comment.
7. An essential part of the personalised membership and an exclusive element of the BESTSECRET Services is the regular receipt of our newsletters for certain particularly valuable Members so that they can make use of the exclusive benefits of the membership. In particular the following is to be understood as a newsletter within the meaning of the Conditions of Use: (a) up-to-date information on brands, trends,

promotions or product categories; (b) personalised recommendations of items if we consider that they may be of interest to you based on your previous orders and search habits; (c) receipt of vouchers and level updates on your membership; and (d) personalised updates on your favourite brands that you e.g. follow on our sites or frequently search for or buy. As a Member, you will automatically receive the newsletter sas an exclusive BESTSECRET Service upon your registration. However, you can unsubscribe from one or all of the newsletters at any time by clicking on the "Newsletter" menu item in your Account or by using the unsubscribe link provided at the end of each newsletter. Alternatively, you can change the frequency or content of the newsletters at any time under the "Newsletter" menu item in your Account. The newsletter can be sent by BESTSECRET or by Salesforce Inc. Further information on the newsletter can also be found in our privacy policy at BESTSECRET - Privacy Policy.

8. The mailing of legally relevant declarations, such as information about new conditions of use or about your membership, is not subject to the above regulations for newsletters. BESTSECRET can send such declarations to you at any time, even if you have cancelled your subscription to the newsletter.
9. By registering, you undertake to comply with the Conditions of Use. The access data for your Account are to be kept secret. If you suspect that access data is being used by third parties without authorisation, you are obliged to inform BESTSECRET immediately and change the password.
10. BESTSECRET reserves the right to suspend certain features of the Online Shop for Members who negatively impact BESTSESECRET's business model and e.g. exceed the average return rates significantly. BESTSECRET will contact the Member concerned by email and inform them of the reasons and give them the opportunity to comment and change.
11. If BESTSECRET becomes aware of objective indications that a Member is using the Website and/or App significantly or repeatedly in violation of the law or the contract, BESTSECRET reserves the right to temporarily block the relevant content or accounts. BESTSECRET will contact the Member concerned by e-mail and inform them of the reasons for the intended temporary blocking of the respective content or Account and give them the opportunity to comment.
12. If it turns out that a Member is actually using the Website and / or App significantly or repeatedly in violation of the law or the contract, BESTSECRET has the right to permanently block the relevant content or the Account and to delete them after a reasonable period of time.
13. If it subsequently becomes apparent that the objective indications were actually incorrect and that there was no use of the Website or App in violation of the law or the contract, BESTSECRET is to release the relevant content or Accounts again, provided they have not yet been deleted.

4. Term and end of the membership

1. Membership is valid for an indefinite period.
2. Both you and BESTSECRET are entitled to cancel your membership at any time with immediate effect without giving reasons. Cancellations by the Member can be sent to customer service at Contact Support. Further information can be found in the article "How can I end my membership?".
3. If you do not order any goods through the Account for a period of one year or more, BESTSECRET may, at its discretion, cancel your Account or suspend your membership

for twelve months. BESTSECRET will inform you by e-mail a reasonable time in advance of a cancellation and give you the opportunity to prevent deactivation or suspension; Part A Section 3 no. 8 of the Conditions of Use applies accordingly. In particular, if you order goods via your Account prior to cancellation or suspension, BESTSECRET may refrain from the cancellation or suspension. In case of cancellation, your Account and your data will be deleted. In case of suspension, your access to the Account will be blocked for up to twelve (12) months and your data will be stored securely and without access by unauthorised persons during this time. During the suspension period, you can decide at any time to have your Account and your data deleted or to become an active Member of BESTSECRET again. If you log in to your Account during the suspension, you will be redirected to an information page. There you can let us know that you wish to become an active Member with us again, which means that you wish to order goods. If you wish your data to be deleted during the suspension, please inform our customer service via Contact Support selecting the topic "Account". Also, after deletion of an Account (whether by cancellation or at your request), a new membership can be acquired; Part A Section 3 of the Conditions of Use then applies accordingly.

4. The cancellation of your Account has no effect on orders already placed via the Website and the App. Any rights of withdrawal and revocation remain unaffected by the cancellation. After the cancellation takes effect, invoices and contract documents can only be issued by customer service on a case-by-case basis and if the Account or the former Member is clearly identified.
5. If you object to the Conditions of Use or parts of them, your membership ends within two (2) weeks after you have been notified of the impending termination by our customer service.

5. Diamond Privilege (loyalty programme)

5.1 General

1. BESTSECRET may reward certain particularly valuable Members with the "Diamond Privilege" loyalty program. Diamond Privilege is directed at Members whose ordering, purchasing, and return behaviour is balanced and contributes positively to BESTSECRET's operational and economic objectives. These Members collect points through certain activities. Depending on the number of points you have, these Members can reach certain levels, namely Level 1, Level 2 or Level 3. You can find out how to reach the respective level and which benefits it offers in the Help Center under Diamond Privilege.
2. It can take up to six (6) weeks for the points to be credited.
3. All points and the resulting level are valid for twelve (12) months from the moment of being credited. If you reach the number of points required for a higher level during this period, you are automatically upgraded to the next higher level. You also retain your new level for a period of twelve (12) months from the date you achieve it.

5.2 Other

1. Diamond Privilege is not part of BESTSECRET's main contractual obligations, i.e. the delivery and transfer of ownership of the ordered goods but rather a voluntary, non-compulsory service of BESTSECRET and does not constitute a claim on your part. BESTSECRET reserves the right to temporarily or permanently exclude Members from

Diamond Privilege after prior notice, as well as to change the conditions of Diamond Privilege at any time giving reasonable notice or to terminate Diamond Privilege altogether. Benefits already acquired from Diamond Privilege are retained. You can see whether you are currently participating in Diamond Privilege in your Account on BESTSECRET.

2. Particularly in case of culpable violations of the Conditions of Use as well as any form of misuse, BESTSECRET reserves the right to demand the return of any obtained advantages, to exclude you from participation in Diamond Privilege or to withdraw certain benefits of Diamond Privilege and to take further legal action.

6. Recommendation of new Members

6.1 General

1. BESTSECRET reserves the right to grant certain particularly valuable Members the opportunity to invite new Members in accordance with the following conditions. BESTSECRET is an exclusive and closed online shop, which is why the possibility of recommending new Members to BESTSECRET may be restricted at any time without notice and at the sole discretion of BESTSECRET. You can find out whether you currently have recommendation opportunities and how to recommend new Members in your Account under "Invite a friend".

2. Recommendations can only be made to potential new customers of BESTSECRET. Recommendations to Members who are already registered (including suspended Members, see Part A Section 4 no. 3 of the Conditions of Use) and to customers who have already been rejected by BESTSECRET are not possible.

3. You are responsible for compliance with the legal requirements (e.g. legal requirements according to Part A Section 6.2 of the Conditions of Use) in connection with recommendations of new Members. You need to obtain the consent of the recommended Member in advance.

4. A person is recognised as having been recommended by you if they have registered with BESTSECRET as a customer following your direct recommendation using the recommendation link provided by you ("**Recommended Member**"). Multiple recommendations for one person are not possible.

5. If the Recommended Member has placed at least one order and has fully paid for and ultimately retained at least one item, i.e. the statutory cancellation period applicable to the order and any additional returns period granted by BESTSECRET (viewable at "How do I return an item" at the end of the Help Centre article on returns) have expired, you receive a recommendation voucher of 20% for one of your next orders. Within special promotion periods with deviating voucher amounts (so-called viral promotions), BESTSECRET reserves the right to require that the Recommended Member makes their first purchase within a period of 90 days from the date of registration as a condition for issuing the recommendation voucher. The recommendation voucher is credited to your Account after a reasonable processing time has expired.

6. Self-recommendations of any kind are expressly prohibited and can be traced. In case of violation of this Section 6.1 no. 6 of the Conditions of Use, BESTSECRET reserves the right to temporarily block all Accounts in connection with a self-recommendation and to take further legal action, in particular to block any vouchers received on the basis of the self-recommendation and/or to demand the return of any vouchers already redeemed.

6.2 Prohibition of spamming with recommendation links

The unsolicited distribution of recommendation links, so-called spamming, both in general and in particular on so-called deal platforms, social networks or similar, the distribution of recommendation links in a way that damages the reputation of BESTSECRET and the sending of recommendations to persons who do not wish to be recommended to BESTSECRET is expressly prohibited. By way of clarification, without the prior consent of BESTSECRET, the sharing of recommendation links is prohibited in social networks on (i) commercial profiles, (ii) private profiles that seem to have the objective purpose of sharing recommendation links, and (iii) private profiles with profile settings that make all content generally visible to the public. Private profiles with profile settings that only allow content to be seen by friends and personally known contacts can also share recommendation links with friends and personally known contacts via social networks in accordance with this Section 6.2. The sharing of recommendation links in your personal environment is also expressly allowed. Regardless of Part A Section 5.2 no. 2 of the Conditions of Use, in case of violation of this Section 6.2, BESTSECRET reserves the right to block all related Accounts in accordance with Part A Section 3 no. 10 of these Conditions of Use, initially temporarily and then permanently if necessary, and to take further legal action.

7. Vouchers

7.1 General

1. There are two types of vouchers that are only granted to you by BESTSECRET, firstly (i) cash vouchers which are issued, for example, in connection with competitions, other promotions or by customer service (so-called "**Bonus Vouchers**"), which have a specific monetary value, and (ii) percentage vouchers. Bonus Vouchers and percentage vouchers can be linked to certain conditions and may, for example, only be available to certain particularly valuable Members, have a limited validity, exclude certain brands, be non-transferable and subject to a minimum order value. You can use vouchers to purchase goods at BESTSECRET. The respective voucher is then offset against the invoice amount by BESTSECRET by deducting it proportionately from the goods ordered or - if this is specified in the voucher and the corresponding redemption conditions - from certain goods or categories of goods. BESTSECRET reserves the right to change the selection of goods to which a voucher can be applied on a daily basis. If you purchase Partner Goods on the BESTSECRET Marketplace within the meaning of Part A, Section 1, No. 2 and Part B, Section 1, No. 2 of the General Terms and Conditions for the Sale of Goods through the BESTSECRET Online Shop or BESTSECRET Stores, a voucher that is valid and granted for the corresponding Partner Goods will not be shown on the Partner's invoice document. Vouchers can only be offset against delivery costs incurred if this is explicitly stated in the respective redemption conditions.

2. If the order amount exceeds the value of the voucher, the difference can be paid using another payment method offered.

3. Vouchers have to be redeemed before completing the order process. Subsequent offsetting is not possible. Notwithstanding the provision in Part A Section 6.1 no. 1 of the Conditions of Use, you can redeem a maximum of five (5) cash vouchers or one (1) percentage voucher per order.

4. Each voucher can only be used once. Unless there are different redemption conditions for a voucher, in case of cash vouchers, the difference between the voucher and the invoice amount can also be redeemed at a later purchase. Part A Section 6.2 no. 2 of the Conditions of Use applies accordingly.

5. If you return BESTSECRET Goods which you used a voucher to pay for, the (proportionately) reduced purchase price of the returned goods as a result of the voucher is credited back to your original means of payment. In case of cash vouchers, you receive a return voucher for the voucher value proportionate to the returned goods. Percentage vouchers are not refunded or reissued in case of returns. This also applies to Partner Goods for which the voucher is not shown on the Partner's invoice document (see section 7.1 no. 1 sentence 3 of the Conditions of Use above).

6. Vouchers are neither paid out in cash nor do they bear interest. The only deviations are in the case of Part A Section 6.1 no. 10 of the Conditions of Use.

7. BESTSECRET does not accept any liability for the loss, theft, destruction or delayed transmission (e.g. due to technical difficulties) of vouchers if the aforementioned circumstances are not exclusively within the sphere of influence of BESTSECRET.

8. BESTSECRET reserves the right to refer you to alternative payment methods, to refuse delivery and/or to block your Account if there is reasonable suspicion of misuse in connection with the use of vouchers.

9. If you wish to redeem vouchers in your Account or view an existing credit balance, please visit the BESTSECRET Online Shop and select "Vouchers".

10. If your membership of BESTSECRET ends, regardless of the reason or who terminates your membership, BESTSECRET will refund the value of your cash vouchers (excluding bonus vouchers) in your Account to a bank account of your choice. Bonus vouchers expire if your membership is terminated; in this case, there is no reimbursement from BESTSECRET.

11. If you have any complaints or enquiries, please contact our customer service at Contact Support.

7.2 Special provisions for Bonus Vouchers

1. BESTSECRET reserves the right to only accept one Bonus Voucher per order.

2. Bonus Vouchers are only redeemable for a limited period of time. They lose their validity on the date specified on the voucher. An extension of this period is not possible.

3. Bonus Vouchers are not transferable to other persons.

4. Bonus Vouchers may exclude certain goods, categories of goods and/or brands or be subject to minimum or maximum order values. BESTSECRET reserves the right to change the selection of goods to which a Bonus Voucher can be applied on a daily

basis. If you return goods and subsequently fall below the minimum order value, BESTSECRET reserves the right to cancel the Bonus Voucher.

5. BESTSECRET reserves the right to make the redemption of Bonus Vouchers dependent on further conditions. BESTSECRET gives prior notification of the redemption conditions.

8. Changes to the Conditions of Use

1. BESTSECRET is authorised to change the Conditions of Use unilaterally if there is a valid reason, in particular to implement changes to the law, other legal requirements or other important reasons (e.g. technical reasons, changes in the business model or comparable reasons). Under no circumstances should unilateral changes alter the previous relationship between performance and consideration to the detriment of the Member. Changes to the main performance obligations of the contract and the respective payments by the Members require the express consent of the Member in all cases. This does not apply to delivery costs and their amount.
2. BESTSECRET will inform you of any content-related, i.e. not just editorial, changes to the Conditions of Use at least six weeks in advance via the Website/App or by email. If you do not agree to the changes, you may cancel your membership without notice and free of charge before the new Conditions of Use take effect. You are informed of this again in the notification. If you do not object, the Conditions of Use automatically become the basis for your membership and all future purchases.
3. Alternatively, BESTSECRET can also request your express consent to the changes to the Conditions of Use. This can be done, for example, by requiring you to agree to the Conditions of Use the next time you log in to your Account or before you make your next purchase in the Online Shop.

9. Rights

1. If you are not in agreement with the Conditions of Use and if BESTSECRET does not respond immediately to claims made, this does not imply that BESTSECRET is giving up any rights. Rather, BESTSECRET reserves the right to assert its claims in the future.
2. The provisions in the Conditions of Use apply between BESTSECRET and you. Third parties cannot derive any claims from this.
3. You hereby consent to BESTSECRET transferring BESTSECRET's rights and obligations under the Conditions of Use to third parties in compliance with the statutory provisions, without this affecting your rights and obligations.
4. BESTSECRET reserves the right to engage suitable service providers, for example shipping contractors, to fulfil the obligations resulting from the contract with the Member and in particular to comply with data protection obligations.

10. Permitted use; prohibition of scraping

1. The Website and the App are a closed and protected space which is only accessible to Members. The Website and the App may only be used by you for the following private, non-commercial purposes: (i) searching for and displaying goods, (ii) comparing goods, (iii) saving goods on the wish list, (iv) placing orders, (v)

checking/changing orders, (vi) sending invitation links in accordance with the Conditions of Use, (vii) using the VIP Club, including accessing other websites via links provided on the Website and the App, and (viii) using other functions that may be provided on the Website and the App.

2. BESTSECRET expressly reserves the right to use the digital representation on the Website and in the App for the purposes of what is known as text and data mining, i.e. for the purposes of automated reading, analysis and evaluation. The use of these representations by third parties for the purpose of text and data mining is not permitted unless BESTSECRET has given its express consent in advance in each individual case. The use of automated systems, applications, programs, software and / or functions to collect, read, extract and store data from the Online Shop, in particular information on prices in the Online Shop (so-called scraping), is prohibited. The provisions under Part A Section 3 no. 10 and no. 11 apply accordingly in case of a violation of this Section 9 no. 2. In particular, BESTSECRET reserves the right to assert criminal and civil law claims, especially claims for injunctive relief and damages.

11. Copyright

The use of all copyright-protected material used and displayed on the Website / App (e.g. images of goods, logos, trademarks) is only permitted for private purposes in connection with the proper use of the Website or the App. This permitted use expressly excludes the making of screenshots, which is prohibited in order to protect the brand equity of our brand partners. Copyright-protected third-party material that BESTSECRET uses to present the goods it offers may not be used by you for your own purposes, insofar as these exceed private use. In particular, you may not modify, distribute, create derivative works from or publicly display any copyright-protected material used and displayed on the Website / App.

12. Contact, feedback and complaints

1. If you wish to contact BESTSECRET, please write to: Best Secret GmbH, Margaretha-Ley-Ring 27, 85609 Aschheim, Germany or by e-mail to BESTSECRET customer service or contact our customer service at Contact Support or by telephone. You will find the telephone number/hotline valid for your country in the following table:

Country	Opening hours	Phone number	Languages
Germany	Mo – Sa from 8 am to 8 pm	+49 (0) 89 24600 000	German
Austria	Mo – Sa from 8 am to 8 pm	+43 (0) 720 204545	German
Belgium	Mo – Fr from 8 am to 8 pm Sa from 9 am to 5 pm	+32 (0) 2 / 400 015 1	Dutch, French, English
Poland	Mo – Fr from 8 am to 8 pm	00800 1214468	Polish
France	Mo – Fr from 8 am to 8 pm Sa from 9 am to 5 pm	+33 (0) 1 70710313	French
Netherlands	Mo – Fr from 8 am to 8 pm Sa from 9 am to 5 pm	+31 (0) 20 891 2008	Dutch
Sweden	Mo – Fr from 8 am to 8 pm	+46 (0) 8 40309482	Swedish
Switzerland	Mo – Fr from 8 am to 8 pm Sa from 9 am to 4 pm	0800 040 050	German, French
Croatia	Mo – Fr from 8 am to 8 pm	0800 988990	Croatian

Country	Opening hours	Phone number	Languages
	Sa from 9 am to 5 pm		
Italy	Mo – Fr from 8 am to 8 pm	0800 580226	Italian
International	Mo – Sa from 8 am to 8 pm	+44 (0) 203 6974001	English

For questions regarding the Stores, you can contact our customer service by phone at the following numbers:

Country	Opening hours	Phone number
Germany	Mo – Sa from 8 am to 8 pm	+49 (0) 89 945535 0, +49 (0) 89 35615 0, +49 (0) 89 242410 0, +49 (0) 89 24600009
Austria	Mo – Sa from 8 am to 8 pm	+43 720 204 545

The use of the hotline is free of charge for you; however, you may incur charges that are applied by your telephone service provider, are based on their tariffs and are payable to them.

2. BESTSECRET looks forward to hearing from you and is always interested in improving its service and offers. By providing your feedback, you consent to your suggestions being used by BESTSECRET free of charge.
3. If BESTSECRET needs to contact you, this is done by e-mail or by writing to the address you have provided.

13. Accessibility

1. The online shop offers members the opportunity to purchase goods, including in particular an extensive range of shoes, clothing, accessories, beauty products and home & living. In addition, BESTSECRET offers members benefits such as exclusive product offers, vouchers and special promotions. In the online shop, members can search for and purchase goods and have them delivered in Europe.
2. BESTSECRET wants all members - regardless of any individual impairments - to be able to use the online shop. BESTSECRET therefore endeavours to make the online shop as accessible as possible.
3. For the design of our online shop, we are guided by the requirements of the Barrier-Free Accessibility Reinforcement Act (BSFG), the Barrier-Free Accessibility Reinforcement Ordinance (BFSGV) issued for this purpose and the Web Content Accessibility Guidelines (WCAG) 2.2, Level A.
4. In order to make the online shop as accessible as possible, we implement a variety of technical and editorial measures. These include, among other things
   a) the provision of informative product descriptions for the product images,
   b) keyboard navigation,
   c) sufficient contrast and customisable font sizes,
   d) as well as clear, understandable language and intuitive user guidance.
5. This accessibility statement refers to the website and the app. The accessibility assessment is based on a self-assessment as at the date of the terms of use. If you

notice any barriers or require information on accessibility, please contact us by email at BESTSECRET customer service.

6. The Market Surveillance Centre of the Federal States for the Accessibility of Products and Services (MLBF) is responsible for monitoring accessibility. As a new institution under public law, it will commence its work in the state capital of Magdeburg in Saxony-Anhalt on 28 June 2025. The prerequisite for this is the ratification of the state treaty on the fulfilment of tasks in accordance with the Barrier-Free Strengthening Act (BFSG) by all federal states. The German federal states are currently creating the necessary conditions for this.

   Until the MLBF is formally established, please send your enquiries to:

   Marktüberwachungsstelle der Länder für die Barrierefreiheit von Produkten und Dienstleistungen – Anstalt des öffentlichen Rechts (MLBF A ö R)

   Carl-Miller-Str. 6

   39112 Magdeburg

   Germany

   Telephone: +49 391 28 92 30 23

   Email of the MLBF: kontakt@mlbf-barrierefrei.de

14. Severability clause

Should one or more provisions of the Conditions of Use be invalid, this does not affect the validity of the remaining provisions.

15. Applicable law; Jurisdiction

1. In case of legal disputes, the law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In transactions with end consumers within the European Union, the law of the end consumer's domicile or place of habitual residence is also applicable, insofar as mandatory consumer law provisions are concerned.
2. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is at the Member's choice, either the Member's general place of jurisdiction or Munich (Munich Local Court or Munich Regional Court).
3. The European online dispute resolution (ODR) platform has been discontinued. BESTSECRET is not obliged or willing to engage in dispute resolution proceedings before a consumer arbitration board. If you have any questions or problems, please feel free to contact us directly.

B. Country-specific particularities

The provisions of this Part B regulate deviations and particularities for individual countries in which BESTSECRET operates a localised website, if you order through the corresponding domain in this country and your billing address is in this country.

1. Particularities for Germany

1.1 Special provisions for purchasable vouchers

1. It is not possible to purchase vouchers using the payment methods "Purchase on account" and "SEPA direct debit".
2. Purchased vouchers are generally redeemable until the end of the third year after the date of purchase.
3. If the voucher exceeds your invoice amount, any remaining credit is retained and credited to your Account. The remaining value is not paid out in cash.
4. Bonus Vouchers and percentage vouchers cannot be used to purchase purchasable vouchers.
5. In all other respects, the provisions of Part A no. 6 of the Conditions of Use apply accordingly.

1.2 Responsibility for content; liability

a) BESTSECRET takes no responsibility for content on the Website or in the App that does not originate from BESTSECRET itself or that BESTSECRET has appropriated. BESTSECRET is in particular not responsible for the content of Members or third parties, insofar as these are conveyed via the Website or App.

b) Any claims by the Member for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

c) The above limitation of liability in accordance with Part B no. 1.1 lit. b) of the Conditions of Use does not apply:

   i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

   ii. in case of liability under the Product Liability Act;

   iii. in cases of intent or gross negligence;

   iv. in case of culpable injury to life, body or health;

   v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

d) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

e) The above provisions do not entail a change in the burden of proof to the detriment of the Member.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

2. Particularities for Austria

2.1 Special provisions for purchasable vouchers

1. It is not possible to purchase vouchers using the payment methods "Purchase on account" and "SEPA direct debit".
2. Purchased vouchers are generally redeemable until the end of the third year after the date of purchase.
3. If the voucher exceeds your invoice amount, any remaining credit is retained and credited to your Account. The remaining value is not paid out in cash.
4. Bonus Vouchers and percentage vouchers cannot be used to purchase purchasable vouchers.
5. In all other respects, the provisions of Part A no. 6 of the Conditions of Use apply accordingly.

2.2 Responsibility for content; liability

a) BESTSECRET takes no responsibility for content on the Website or in the App that does not originate from BESTSECRET itself or that BESTSECRET has appropriated. BESTSECRET is in particular not responsible for the content of Members or third parties, insofar as these are conveyed via the Website or App.

b) A limitation of liability does not apply:

i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

ii. in case of liability under the Product Liability Act;

iii. in cases of intent or gross negligence;

iv. in case of culpable injury to life, body or health;

v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

c) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

d) The above provisions do not entail a change in the burden of proof to the detriment of the Member.

e) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

3. Particularities for Switzerland

3.1 Membership

For the avoidance of doubt, in connection with Part A Section 3 No. 3 of the Conditions of Use, only persons capable for judgement and action may become Members.

3.2 Responsibility for content; liability

a) BESTSECRET takes no responsibility for content on the Website or in the App that does not originate from BESTSECRET itself or that BESTSECRET has appropriated. BESTSECRET is in particular not responsible for the content of Members or third parties, insofar as these are conveyed via the Website or App.

b) Any claims by the Member for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

c) The above limitation of liability in accordance with Part B no. 3.3 lit. b) of the Conditions of Use does not apply:

i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

ii. in case of liability under the Product Liability Act;

iii. in cases of intent or gross negligence;

iv. in case of culpable injury to life, body or health;

v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

d) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

e) The above provisions do not entail a change in the burden of proof to the detriment of the Member.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

4. Particularities for France

4.1 Responsibility for content; liability

a) BESTSECRET takes no responsibility for content on the Website or in the App that does not originate from BESTSECRET itself or that BESTSECRET has appropriated. BESTSECRET is in particular not responsible for the content of Members or third parties, insofar as these are conveyed via the Website or App.

b) Any claims by the Member for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

c) The above limitation of liability in accordance with Part B no. 4.1 lit. b) of the Conditions of Use does not apply:

i. in case of liability under the Product Liability Act;

ii. in cases of intent or gross negligence;

iii. in case of culpable injury to life, body or health;

iv. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

v. in case of the assumption of a quality guarantee or a procurement risk;

vi. in case of liability based on claims under data protection law.

d) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

e) The above provisions do not entail a change in the burden of proof to the detriment of the Member.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

4.2 Disputes and mediation

1. In accordance with Article L. 612-1 of the Consumer Code, any consumer has the right to consult a consumer mediator free of charge in order to reach the amicable settlement of a dispute between him and a trader. This applies to disputes of a contractual nature concerning the fulfilment of a purchase or service contract between a consumer and a trader.

2. If you have any difficulties, please contact our customer service department first (see Part A Section 11). If it is not possible to resolve your problem, you can use the services of a mediator to settle the dispute out of court within one year of receipt of your enquiry by the customer service department

5. Particularities for Italy

5.1 Responsibility for content; liability

a) BESTSECRET takes no responsibility for content on the Website or in the App that does not originate from BESTSECRET itself or that BESTSECRET has appropriated. BESTSECRET is in particular not responsible for the content of Members or third parties, insofar as these are conveyed via the Website or App.

b) Any claims by the Member for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

c) The above limitation of liability in accordance with Part B no. 5.2 lit. b) of the Conditions of Use does not apply:

i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

ii. in case of liability under the Product Liability Act;

iii. in cases of intent or gross negligence;

iv. in case of culpable injury to life, body or health;

v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act;

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

d) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

e) The above provisions do not entail a change in the burden of proof to the detriment of the Member.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

5.2 Specific approvals

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, you hereby declare by signing here below that you specifically approve the following articles after having carefully read and considered what is set forth and agreed in the relevant clauses:

- Part A Art. 4 (Term and end of the membership)
- Part A Art. 7 (Changes to the Conditions of Use)
- Part A Art. 8 (Rights)
- Part A Art. 13 (Applicable law; Jurisdiction)

6. Particularities for Poland

6.1 Information on specific risks related to the use of the electronically provided service

The public nature of the Internet and the use of electronically provided services may involve, for example, the following risks:

a) the operation of malicious software (malware);
b) breach of security measures, including e.g. cryptographic systems, to obtain or modify sensitive information, e.g. for the purpose of identity theft; phishing for sensitive information by sending false messages resembling genuine messages (phishing);
c) use of spyware to intercept and analyse data flowing through the Internet;
d) receiving unsolicited commercial communications by electronic means (spam).

The aforementioned risks may only potentially occur, but you should use appropriate technical measures to minimise the risks. In particular, you should use up-to-date antivirus software and/or firewall software.

6.2 Compliance of the services with the agreement

a) If the performance of the services provided under these Conditions of Use is defective, the Member being a consumer or an individual that concludes an agreement that is directly linked to its entrepreneurial activity but does not fall within the scope of this activity described in the Art 7aa of the Law on Consumer Rights, will have the rights regarding the conformity of the service with the agreement as provided by law for digital products.

b) BESTSECRET informs the above-mentioned Members that:

   i. if the Member fails to install the updates provided by BESTSECRET within a reasonable time, BESTSECRET will not be liable for the non-compliance of the service with the agreement resulting solely from the failure to install the update, if it informed the Member of the update and the consequences of not installing

it, and the failure to install or improper installation of the update was not due to errors in the installation instructions provided by BESTSECRET;

ii. BESTSECRET shall be liable for non-compliance with the agreement of services delivered at one time or in parts, which existed at the time of delivery and became apparent within two years from that time, and services delivered on a continuous basis, which occurred or became apparent at the time they were to be delivered according to the agreement;

iii. if the service is not in compliance with the agreement, the Member may demand that the service be brought into compliance with the agreement. BESTSECRET may refuse to bring the service into conformity with the agreement if this is impossible or would require excessive costs;

iv. if the service is not in compliance with the agreement, the Member may make a declaration to reduce the price or withdraw from the agreement in cases provided by law - in particular, if bringing the service into conformity with the agreement is impossible or requires excessive costs, or BESTSECRET will not bring the service into compliance with the agreement.

6.3 Exclusion of liability

a) BESTSECRET takes no responsibility for content on the Website or in the App that does not originate from BESTSECRET itself or that BESTSECRET has appropriated. BESTSECRET is in particular not responsible for the content of Members or third parties, insofar as these are conveyed via the Website or App.

b) Any claims by the Member for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

c) The above limitation of liability in accordance with Part B no. 6.3 lit. b) of the Conditions of Use does not apply:

i. in case of claims for reimbursement of expenses according 43d(5)(6) of the Polish Consumers Rights Act;

ii. in case of product liability under the title VI[1] of the Polish Civil Code;

iii. in cases of intent or gross negligence;

iv. in case of culpable injury to life, body or health;

v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the title VI[1] of the Polish Civil Code;

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

d) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

e) The above provisions do not entail a change in the burden of proof to the detriment of the Member.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

7. Particularities for Sweden

7.1 Responsibility for content; liability

a) BESTSECRET takes no responsibility for content on the Website or in the App that does not originate from BESTSECRET itself or that BESTSECRET has appropriated. BESTSECRET is in particular not responsible for the content of Members or third parties, insofar as these are conveyed via the Website or App.

b) Any claims by the Member for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

c) The above limitation of liability in accordance with Part B no. 7.1 lit. b) of the Conditions of Use does not apply:

i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

ii. in case of liability under the Product Liability Act (1992:18);

iii. in cases of intent or gross negligence;

iv. in case of culpable injury to life, body or health;

v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the Product Liability Act (1992:18);

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

d) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

e) The above provisions do not entail a change in the burden of proof to the detriment of the Member.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

g) If the law does not allow some or all of the above limitations of liability, those limitations do not apply to you, and you may be entitled to additional rights.

7.2 Disputes

A consumer has the right to use the alternative dispute resolution process offered by the Swedish General Complaints Board (Sw. *Allmänna reklamationsnämnden*), Box 174, 101 23 Stockholm, Sweden, Startsida | Allmänna reklamationsnämnden.

8. Particularities for Belgium

8.1 Responsibility for content; liability

a) BESTSECRET takes no responsibility for content on the Website or in the App that does not originate from BESTSECRET itself or that BESTSECRET has appropriated. BESTSECRET is in particular not responsible for the content of Members or third parties, insofar as these are conveyed via the Website or App.

b) Any claims by the Member for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

c) The above limitation of liability in accordance with Part B no. 8.1 lit. b) of the Conditions of Use does not apply:

i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

ii. in case of liability under the Product Liability Act;

iii. in cases of intent or gross negligence;

iv. in case of culpable injury to life, body or health;

v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on

the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under local product liability laws based on the EU Product Liability Directive (85/374/EEC);

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

d) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

e) The above provisions do not entail a change in the burden of proof to the detriment of the Member.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

9. Particularities for the Netherlands

9.1 Responsibility for content; liability

a) BESTSECRET takes no responsibility for content on the Website or in the App that does not originate from BESTSECRET itself or that BESTSECRET has appropriated. BESTSECRET is in particular not responsible for the content of Members or third parties, insofar as these are conveyed via the Website or App.

b) Any claims by the Member for compensation for expenses and damages, irrespective of the legal grounds, are excluded.

c) The above limitation of liability in accordance with Part B no. 9.1 lit. b) of the Conditions of Use does not apply:

i. in case of claims for reimbursement of expenses according to § 439 para. 2 and para. 3 of the German Civil Code (BGB);

ii. in case of liability under German Produkthaftungsgesetz (product liability act);

iii. in cases of intent or gross negligence;

iv. in case of culpable injury to life, body or health;

v. in case of violation of essential contractual obligations, that is, obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Member regularly relies and may rely. However, the liability for violation of essential contractual obligations is limited to compensation for the foreseeable damage typical for the contract, unless BESTSECRET is liable on the basis of intent or gross negligence, injury to life, limb or health or under the German Produkthaftungsgesetz (product liability act);

vi. in case of the assumption of a quality guarantee or a procurement risk;

vii. in case of liability based on claims under data protection law.

d) Insofar as BESTSECRET's liability is excluded or limited in accordance with the above clauses, this also applies to the corresponding personal liability of BESTSECRET's employees, legal representatives or vicarious agents.

e) The above provisions do not entail a change in the burden of proof to the detriment of the Member.

f) BESTSECRET is not liable for delays or violations of the contract if the delay or violation is caused by force majeure and BESTSECRET is not responsible for it. Events which are beyond the control of BESTSECRET include, in particular, strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, freight forwarders or other public or private transport.

10. Particularities for all other European Jurisdictions

For all other jurisdictions in the European Union for which no particularities have been made in these Conditions of Use, the particularities for Germany shall apply (see Part B Section 1 of the Conditions of Use).