



# General Terms and Conditions for the use of hotDu (as of 27.01.2025)

Please take a moment to read our current General Terms and Conditions. Even if the small print is hardly noticed, it is still important. Thank you very much!

These General Terms and Conditions (hereinafter referred to as “GTC”) set out the terms and conditions for contractual relationships between hotDu, the contractual partner of StG Media - Marketing GmbH & Co KG, Gewerbepark Ebbendorf 4, 49176 Hilter am Teutoburger Wald (hereinafter referred to as “hotDu” or “we”) and the customers or users (hereinafter referred to as “user”, “customer” or “you”), whether for payment or free of charge. This applies regardless of whether hotDu is accessed via the website or mobile apps. In addition, the GTC define the rights and obligations in connection with the use of hotDu. Conflicting terms and conditions do not apply. You can find more detailed information about StG Media - Marketing GmbH & Co KG in our [Imprint](#).

hotDu is only open to people who have reached the age of 18.

## Content

1	Object of the Contract .....	3
1.1	Content of contract.....	3
1.2	Conclusion of the Contract.....	3
1.3	Extension of the Contract .....	3
1.4	Commencement of Contract.....	3
1.5	Contract Data and Registration .....	3
1.6	Updating Contract Data .....	4
1.7	Single and Multiple Registration .....	4
2	Use of hotDu .....	4
2.1	Requests and Offers.....	4
2.2	Conclusion of Contracts .....	4
2.3	Prohibited usage.....	4
2.4	Illegal Employment .....	4
3	Access.....	4
3.1	Access .....	5
3.2	Transfer of login data.....	5
3.3	Password .....	5
3.4	Unauthorised access by third parties .....	5
3.5	Service-Pin .....	5
4	Information and Communication .....	5
4.1	Communication between hotDu and the users.....	5
4.2	Newsletter.....	5
4.3	Email Notification .....	6
5	Costs, Credit, Due Date, Billing, Direct Debit Authorization .....	6
5.1	Basic Services .....	6
5.2	Fee-based Services .....	6
5.3	Cost Announcements.....	6
5.4	Expenses in case of unavailability after intermediation.....	6
5.5	Payment by SEPA Direct Debit .....	6
5.6	Payment via PayPal.....	7
5.7	Payment in Advance .....	7

5.8	Payment via Virtual Wallet .....	7
5.9	Payment by Voucher.....	7
5.10	Invoice Audit .....	7
5.11	Currency, VAT, customs duties, bank transfer fees.....	8
6	Data Protection Information .....	8
7	Term, Cancellation, Extension .....	8
7.1	Term.....	8
7.2	Cancellation .....	8
8	Rights of use and copyright.....	8
8.1	Copyright in the website.....	9
8.2	Use of the platform hotDu .....	9
8.3	Copyright of the content uploaded and created by the user on hotDu.....	9
8.4	Use of copyright content and data by hotDu .....	9
9	Functionality, Compatibility and interoperability .....	9
9.1	Disconnections and Availability .....	9
9.2	Maintenance .....	9
9.3	Functions are not offered everywhere .....	9
9.4	Compatibility.....	9
9.5	Product Updates.....	9
9.6	Malicious software .....	10
10	Liability.....	10
10.1	Limitation of liability .....	10
10.2	Incorrect information .....	10
10.3	Provision .....	10
10.4	Misuse.....	10
10.5	Availability of the hotDu service.....	10
11	Responsibility and obligations of the customer.....	10
11.1	Due Payments .....	10
11.2	Responsibility for the content of the login data .....	10
11.3	Avert damage .....	11
11.4	Data Confidentiality.....	11
11.5	Deactivate Request / Offer .....	11
11.6	Keeping news and data up to date.....	11
11.7	Obligations .....	11
11.8	Duty to Cooperate .....	12
11.9	Sanctions Procedure .....	12
12	Changes to the General Terms and Conditions, changes to services.....	13
12.1	Adjustments to the GTC.....	13
12.2	Entry into force of the amended GTC .....	13
13	Applicable law, alternative dispute resolution.....	13
13.1	Applicable law .....	14
13.2	Alternative dispute resolution .....	14
14	Place of jurisdiction .....	14
15	Revocation instruction/ Exclusion of the right of withdrawal .....	14
15.1	Revocation Instruction.....	14
15.2	Consequences of Revocation .....	14
15.3	Allocation of the revocation declaration .....	14

16	Your right to complain .....	15
16.1	What can I complain about? .....	15
16.2	Submit a complaint .....	15
16.3	Complaint Processing .....	15
16.4	Deadline for Complaints .....	15
16.5	Complaint statistics .....	15
17	Miscellaneous .....	15
17.1	Service offerors and vicarious agents .....	15
17.2	Severability clause .....	15
17.3	Contract language.....	15
18	Sample Cancellation Form .....	15

## 1 Object of the Contract

### 1.1 Content of contract

**hotDu** offers its users the opportunity to anonymously post requests, e.g. for products, services, etc. on the **hotDu** platform in desired categories and to receive anonymized offers from other users for these requests. Registration is free of charge.

The service of **hotDu** according to this contract is to bring together searching and offering users (also: requesting users and offerors) without assuming to fulfil any obligation to. If the requesting user would like to get to know an offering user to carry out further interactions with them outside of **hotDu**, **hotDu** will arrange the contact details between the requesting and offering user for a fee. For this purpose, requesting users can post a request. Providers can submit their own offer to requesting users and receive and view anonymized offers from other offerors for the same request by paying a fee to **hotDu**. If a offeror has paid a fee to **hotDu** for an anonymized offer from another offeror, **hotDu** allows this offering user to revise his own offer once. In this respect **hotDu** is responsible for the provision of contact data on the basis of these GTC in the context of a dual function for the searcher as well as for the offeror. The user expressly consents to this.

**hotDu** is an intermediary platform for contacts and does not trade in the requested products, services, etc. The purchase transaction, payment, dispatch, guarantee/warranty processing for the requested products, services, etc. takes place exclusively between the mediating offer and the searching users. **hotDu** verifies the mediated data one last time before the exchange whether the e-mail addresses of both parties can still be reached. **hotDu** is not responsible for the content of the requests and offers created by the users. This responsibility lies with the user who uploads and publishes the data on the **hotDu** platform.

### 1.2 Conclusion of the Contract

Our offers are open to you as a requesting or providing user. When you register with **hotDu**, you conclude a free framework agreement for the use of the **hotDu** services, which are accessible to you with the access data you have chosen (user name and password). These T&Cs govern the content of the contract concluded between you and **hotDu**.

Registration is only possible for natural and legal persons with unlimited legal capacity or associations of persons with partial legal capacity.

### 1.3 Extension of the Contract

You can agree the use of further **hotDu** offers with us based on these GTC. The services, technical requirements and - in the case of paid offers - the respective prices will be shown to you before the contract is concluded.

### 1.4 Commencement of Contract

These GTC come into force after registration (see section 1.5) with the activation of your chosen access data (see section 3.1) by **hotDu** and are concluded for an indefinite period. The contractual relationship and the user account are not transferable.

### 1.5 Contract Data and Registration

As part of the Registration process, you are obliged to provide truthful and complete information about yourself, including your Address, Telephone number, E-Mail Address and - if required for billing purposes - a valid payment method with correct Bank Account details. Your Identity and Address must match the details on your valid Identity Card or Passport, as this will be checked during Registration and Verification. This Verification process can take two to three working days. If invalid Identification documents are presented, registration will not be possible. The function of your E-Mail address is also checked during registration with the help of a Verification E-Mail. There is no entitlement to a **hotDu** User Account.

If you enter additional data over and beyond your personal data when registering or later in your user profile, such as the address of a company or the names and contact information of other contact persons at the company, you are fully responsible for the accuracy and completeness of this data as well. **hotDu** checks the company's e-mail address to ensure that it is functional.

**hotDu** processes and stores the data you provide in accordance with the principles of the General Data Protection Regulation. Please refer to the privacy policy to find out which data is collected in this context and how this data is visible to other customers.

The ID documents you provide will be directly deleted by **hotDu** from the **hotDu** server after successful registration. We may ask you at any time to immediately provide us with documents as proof of all the information you have provided.

### 1.6 Updating Contract Data

Even during the term of the contract, you are obliged to keep the data you provide and the documents you submit up to date at all times. You can make changes yourself using the functions provided. If you wish to change registered and verified contact details, such as: Name, address, telephone number, e-mail address ... please contact the **hotDu** customer service via our [E-Mail](#). The **hotDu** customer service will assist you with your change requests.

### 1.7 Single and Multiple Registration

Users can create three sub-accounts per user account for the roles of Provider and Requester. Multiple registration, i.e. the registration of several user accounts, is only permitted with the consent of **hotDu** and with proof of the need for multiple registration. If you have any queries, please contact **hotDu** customer service by [E-Mail](#). Multiple registrations are to be registered with different e-mail addresses but with the same personal identity, e.g. if you represent different requesters or offerors. All the provisions of these GTC are independent of the number of registrations and apply equally to each individual registration in the same sense.

## 2 Use of **hotDu**

### 2.1 Requests and Offers

A request published by a Requester merely represents a non-binding invitation to submit an offer by a Provider. The Provider can only submit an offer in response to a Request via the platform's form function. The duration of a Request or an Offer with a fixed term can be freely defined by each user in the attributes. The Provider is bound to his offer for the specified term. The Provider must state the actual price to be charged net or gross, depending on the submission in the Request. The amount of additional costs and any customs duties are only to be specified when contact is made later, as the addresses are not initially known due to the anonymity of the users. However, you can, for example, specify in the attributes of the Request that e.g. your Provider should come from Germany or be German-speaking in order to limit the possible shipping costs or communication options. Only the acceptance of the offer by the Requester during the term of the request after the contact details have been provided by **hotDu** leads to the formation of a contract.

There is no obligation to accept offers or to place orders. The obligation does not exist even if the contact details have been provided by **hotDu**.

Requests published and submitted proposals on **hotDu** can only be deactivated (deleted) or paused using the functions provided for this purpose in **hotDu**.

If no offer has been made by a Provider on the **hotDu** platform in response to a published request by the Requester within a specified period, **hotDu** reserves the right to present this Request in a slider on the **hotDu** homepage.

Further information about requests and offers can be found as part of the request and offer process and on our [Help pages](#).

### 2.2 Conclusion of Contracts

Please note that the contractual relationship regarding the fulfilment of an order is established exclusively between the Requestor and the Provider based on the intermediary service provided by **hotDu**. **hotDu** is not a contractual partner and therefore owes neither the goods or services promised by the Offering User nor the remuneration promised by the Requester.

We would like to point out that both the type of service provision and the remuneration for the requested and offered services can have an influence on the user's evaluation by **hotDu**.

### 2.3 Prohibited usage

You are prohibited from including your contact details in the request or the proposal itself. You are prohibited from offering products or services that violate 11.7.

**hotDu** is not obliged to transmit messages (e.g. in article descriptions, images or form fields) if there is a suspicion that they violate the usage guidelines stated in section 11.7. Content of this kind will either be deleted or returned to the user for revision.

### 2.4 Illegal Employment

Reference is made to the statutory provisions on combating illegal employment, in particular those of the Federal Republic of Germany. It is prohibited to provide services or work that violate these regulations or other legal provisions. This also includes preparatory acts aimed at obtaining orders by avoiding legal requirements, for example in the context of undeclared work.

## 3 Access

### 3.1 Access

Registration is required to use the **hotDu** service. To do so, the customer needs an e-mail address, a password of their choice and prior registration and verification in accordance with section 1.5.

### 3.2 Transfer of login data

Passing on your login data to third parties is prohibited. However, it is permitted to pass them on to employees for business purposes or to family members. You remain responsible for ensuring that employees or family members comply with these GTC. You are liable for all activities carried out using your customer account. You are not liable if you are not responsible for the misuse of your user account because you have not breached the required duty of care.

### 3.3 Password

Please choose a secure password together with your username. Take the necessary measures to protect your password from unauthorised access and never pass it on to third parties. Our employees will never ask you for your password.

### 3.4 Unauthorised access by third parties

Please inform our customer service immediately and change your password if you suspect that third parties are gaining unauthorised access to your login details. If there is reasonable suspicion of unauthorised use, we will take the necessary measures, including temporarily blocking or closing access. If third parties misuse your access data due to your fault, you are obliged to compensate us for any resulting damages and any usage fees incurred.

### 3.5 Service-Pin

For authentication for various system-relevant settings or changes, it is necessary to be able to give a temporary service pin online to the **hotDu** customer service. This is only possible when you are logged in to the **hotDu** website under "**My Account**" / "**Dashboard**". Our employees will only ask you for the newly generated service pin during the service call and compare it if we are to provide you with support for system-relevant settings or changes. This ensures that only the authorised owner of the user account calls.

## 4 Information and Communication

### 4.1 Communication between **hotDu** and the users

**hotDu** is a digital platform that communicates with its customers primarily via the **hotDu** website when logged in or by email, for example by sending requests and offer proposals, contract confirmations, invoices and reminders. Telephone, fax and postal communication is only used for matters related to the conclusion of the contract, payment or encrypted email communication. The provision of the main service (access to the platform) and the conclusion of the contract take place exclusively without these communication channels. To protect against misuse and for clear authentication, **hotDu** recommends that the customer provide the following two pieces of information when communicating with **hotDu**:

- (1.) Email address or profile ID that is deposited at **hotDu**
- (2.) Service pin online, only visible live on the website under "**My Account**" / "**Dashboard**" during a telephone support session

The profile ID is assigned to the customer at the start of their membership and sent in the registration confirmation email. It can be viewed online at any time in the "**My Account**" / "**Dashboard**" area on the website. The service pin is only visible during a telephone support session on the website under "**My Account**" / "**Dashboard**" and is temporarily generated by **hotDu**.

It is important to us that the users of our platform treat each other with respect and that the rights of all users are protected in communication. **hotDu** has therefore established communication standards, compliance with which is a mandatory requirement for using the platform. This is the only way we can ensure that our users feel comfortable and that their rights are protected. Violations of these standards will be punished in accordance with Section 11.

### 4.2 Newsletter

If you wish, we will occasionally send you important information about **hotDu** and our offers. We usually send this information by email to the address you provide. It is therefore important that you activate the newsletter when registering or later and regularly check your email account for incoming messages. You can unsubscribe or subscribe to the newsletter at any time in your profile (Settings) or at the bottom of each newsletter, as well as contact **hotDu** customer service.

Even non-registered guests can register on the **hotDu** website to receive the above-mentioned **hotDu** newsletter. To do so, a form is filled out with the following personal data (salutation, title, first name, last name, email address, date of birth and newsletter configuration) and the use of this data for the subscribed newsletter is thereby agreed. The processing and use of this personal data is then carried out as described in our [Privacy Policy](#).

If you no longer wish to receive promotional emails, newsletters or personalized guides from **hotDu**, you as a guest of the **hotDu** website have the option at any time to object to the use of your email address stored in the newsletter tool for such purposes:

- (1) To do so, click on the unsubscribe link at the end of any email

or

- (2) Contact **hatDu**-customer service.

### 4.3 Email Notification

You will receive a number of emails from us with information, for example, about the status of registration, verification and your account. In the current **hatDu** version (version 1.5), you will receive an email for every new request in the category you favorited. It is therefore important to narrow down the favorite categories you follow so that you do not receive a flood of emails. As a offeror, you will also receive an email if there is a competing offer to your submitted offer. The contact details of the referred user will also be sent to you by email. It is therefore important that you always keep your email address up to date and regularly check your email account for incoming messages.

## 5 Costs, Credit, Due Date, Billing, Direct Debit Authorization

### 5.1 Basic Services

Registration and posting of requests and offer on **hatDu** is free of charge; there are no basic fees, subscription or flat rate costs. After submitting an offer, offerors may incur the expenses according to 5.4.

### 5.2 Fee-based Services

If a Requester purchases the contact details of a Provider who has made an offer, **hatDu** only charges the Requester a commission. The amount of the commission is based on the price list that can be viewed at the link: <https://www.hatdu.info/listen/preisliste/>.

If a Provider wants to gain insight into an anonymous offer from a competitor, **hatDu** will charge a commission for displaying the anonymous competitor offer. The amount of the commission for viewing the offer depends on the price list that can be viewed at the Link: <https://www.hatdu.info/listen/preisliste/>.

A fee-based contract between the user and **hatDu** is concluded when the user (as a requesting or seeking user) clicks on the " **Pay Now** " button and **hatDu** accepts the order after the user has successfully paid. The requesting user and the offeror are informed in accordance with 5.3.

**hatDu** is entitled to charge a service fee for telephone support. The amount of the fees can be viewed in the price list under the Link: <https://www.hatdu.info/listen/preisliste/> .

### 5.3 Cost Announcements

Before concluding a paid contract, the customer will be informed once again about the details of the selected service, the prices and the payment conditions. By clicking on the " **Pay Now** " button, the customer declares his wish to conclude a contract for the selected paid services. The contract is concluded when **hatDu** confirms the order by email. If the payment method is not verified by the payment service offeror during the ordering process, the order will not be completed.

### 5.4 Expenses in case of unavailability after intermediation

If either the Requester or the Provider whose contact was purchased cannot be reached despite repeated email reminders from **hatDu** or does not respond to the email reminders, **hatDu** reserves the right, after a deadline has expired (<https://www.hatdu.info/listen/fristenliste/>), to call this user or, as a last resort, write to them by letter to check whether they can be reached. **hatDu** will invoice the costs of the phone call or letter to the unreachable user in the form of a processing and expense fee or deduct them from their account balance. The amount of the fees can be viewed in the price list under the link: <https://www.hatdu.info/listen/preisliste/>.

### 5.5 Payment by SEPA Direct Debit

**hatDu** reserves the right to offer the SEPA direct debit payment method. If the customer chooses SEPA direct debit as the payment method for paid services, the debit will be announced in the email confirmation of the order/payment method. **hatDu** will instruct the SEPA direct debit to be debited by the house bank on the same or following working day. Please ensure that your account has the necessary funds on this date. The user/bank account holder bears the costs of the transfer fees. The user will receive an invoice for the purchase amount by email. When **hatDu** instructs the SEPA direct debit on the same or following working day, the purchased contact details of the desired partner will be displayed to the purchasing user by email and in their **hatDu** account in the request or offer for further use. After the exchange of contact details, the purchase contract is concluded except for the outstanding evaluation of the Requester and Provider.

If the direct debit via the account details you have provided fails or if the direct debit authorization is revoked prematurely without an equivalent direct debit option or if the amounts due are not paid, we are entitled to block your access until the outstanding amounts have been settled in full. We will inform you of the intended blocking and the reasons for it at the same time as the blocking on a permanent data carrier (e.g. by e-mail). You can clarify the reasons for the blocking as part of the internal complaints management in accordance with section 16. As soon as the overdue amount has been received, the block will be cancelled immediately. In addition, you are obliged to bear the costs of a returned direct debit for which you are responsible for a lump-sum settlement €9. The amount of the lump sum can be found in the price list under the link: <https://www.hatdu.info/listen/preisliste/>. You have the right to prove that the actual damages are lower than the lump sum. **hatDu** also reserves the right to remind you of outstanding payments by e-mail, letter, fax or SMS.

In the event of late payment, we are entitled to charge dunning costs. Interest will be charged on outstanding amounts during the period of default. The amount of the reminder fees and the interest rate can be viewed in the price list under the Link: <https://www.hatdu.info/listen/preisliste/>.

#### 5.6 Payment via PayPal

If the customer chooses the PayPal service (if offered) as the payment method for paid services, the user will be redirected to PayPal with the confirmation "Pay Now" from **hatDu**, where he or she will make the payment. The payment will be announced by **hatDu** in an email confirmation of the order/payment method. The user will receive an invoice for the purchase amount by email. With the successful PayPal payment by **hatDu**, the purchased contact details of the desired partner will be sent directly to the purchasing user by email and displayed in their **hatDu** account, in the request or the offer for further use. After the exchange of contact details, the purchase contract is concluded, except for the outstanding evaluation of the Requester and Provider.

#### 5.7 Payment in Advance

If the customer chooses prepayment as the payment condition for paid services (if offered), **hatDu** will inform the user of this in the email confirmation of the order/payment method. The user will receive an invoice for the purchase amount by email and will transfer the payment independently. The only purpose to be specified in the transfer is the invoice and customer number. The user/bank account holder bears the costs of the transfer fees. The purchased contact details of the desired partner will be sent to the purchasing user by email after the payment has been received in **hatDu**'s bank account on the same or following working day and will be displayed in their **hatDu** account in the Request or Offer for further use. After the exchange of contact details, the purchase contract is concluded, except for the outstanding evaluation of the Requester and Provider.

#### 5.8 Payment via Virtual Wallet

**hatDu** can offer the use of a "virtual wallet". The user can top up the wallet's balance by purchasing vouchers from **hatDu** or using other payment methods. Regardless of how the balance was acquired, it cannot be transferred to other users and does not bear interest. A refund of the balance from the "virtual wallet" is possible subject to any transfer fees that arise for a return transfer of the balance via **hatDu**'s main bank and any outstanding invoices. Upon termination of the contractual relationship, the user has the right to demand the transfer of the remaining amount, less any transfer fees and outstanding invoices, to the bank account specified by the user. Processing a withdrawal request can take a few working days.

If the customer selects his virtual wallet as the payment method for paid services, the invoice amount will be deducted from the user's balance in his virtual wallet when he confirms "Pay Now". If the virtual wallet does not have sufficient funds to cover the invoice amount, another payment method can be selected to cover the remaining amount. Payment is announced by **hatDu** in an email confirmation of the order/payment method. The user receives an invoice for the purchase amount by email. Once **hatDu** has successfully made the wallet payment, the purchased contact details of the desired partner are sent directly to the purchasing user by email and displayed in his **hatDu** account in the request or offer for further use. After the exchange of contact details, the purchase contract is concluded, except for the outstanding evaluation of the Requester and Provider.

#### 5.9 Payment by Voucher

**hatDu** can offer direct payment using vouchers. Instead of adding the amount to the wallet, vouchers can be registered with **hatDu** so that users can see an overview of their purchased vouchers, including the available amounts and the expiration date. The ability to integrate vouchers into the wallet or save them in the voucher overview depends on the specific conditions that apply to the respective voucher. After registration in the voucher overview, a voucher can no longer be transferred to other users. A refund of the voucher is excluded. Once the expiration date has passed, vouchers are deleted from the overview.

If the customer selects a voucher as the payment method for paid services, the invoice amount will be deducted from the voucher when the user confirms "Pay Now". **hatDu** will announce the payment in an email confirmation of the order/payment method. If the voucher amount is not sufficient to cover the invoice amount, another payment method can be selected to cover the remaining amount. The user will receive an invoice for the purchase amount by email. Once **hatDu** has successfully paid, the purchased contact details of the desired partner will be sent directly to the purchasing user by email and displayed in their **hatDu** account in the request or offer for further use. After the exchange of contact details, the purchase contract is concluded, except for the outstanding evaluation of the Requester and the Provider.

As part of promotional campaigns, **hatDu** can make vouchers available to users for a limited time and display them in the voucher overview. Once the limited period has expired, the voucher is no longer available to users. In the case of payments with vouchers, time-limited vouchers are used up before vouchers registered by the user that are valid for a longer period. Promotional vouchers cannot be disbursed.

#### 5.10 Invoice Audit

After each purchase, we will issue you an invoice for the remuneration incurred or, if requested, a collective invoice for a period of time (days, week, month) and send this to you by email. You are obliged to raise any objections to the amount within 4 weeks of receipt. Your objections must be justified. Failure to raise an objection within the time limit is deemed to be approval of the invoice. We will draw your attention to this consequence in a highlighted text when sending you an invoice.

### 5.11 Currency, VAT, customs duties, bank transfer fees

All prices displayed on **hotDu** for the user for services provided by **hotDu** are in EUR, gross including the applicable VAT. VAT is shown separately on the invoice. The price list available on the **hotDu** website shows the prices with and without VAT. Banks may charge transfer and/or currency exchange fees for payments and the settlement of outstanding payments to **hotDu**. These fees are to be borne and paid in full by the user liable to pay.

In the requests created by the Requesters, request can be made in EUR, USD or any currency (if offered), in either net or gross. The suggested pricing type depends on the type of registration. For example, a private user will be suggested the gross pricing type and a commercial user the net pricing type. However, the pricing type can be freely adjusted when creating a request. If the Provider then submits an offer, they can only offer in the previously requested pricing type. The Requester can estimate whether customs duties will be incurred later and how high the transport costs will be based on the country information displayed in the offers. The exact costs for customs and transport must be clarified subsequently with the offeror whose contact the Requester has purchased. The invoices and statements from **hotDu** are not affected by this.

## 6 Data Protection Information

Detailed information on the processing of personal data and the rights of the customer in the area of data protection can be found in our [Privacy Policy](#).

## 7 Term, Cancellation, Extension

### 7.1 Term

The contract for the free user account is unlimited in time.

### 7.2 Cancellation

The customer can cancel these contractual conditions at any time with immediate effect via the free user account. The cancellation becomes effective by clicking the cancellation button on the website under:

**My Account**→**Settings**→**Deactivate Account**. Verification will then be carried out with the cancellation. Within 5 minutes, a link must be clicked on in a verification e-mail sent to the e-mail registered with **hotDu**. After successful verification, the user account will be deactivated after a period of 4 weeks so as to allow the user to view his account for any outstanding payment claims. If a user cancels their account, no new requests can be created and no new offers can be received during the 4-week transition period. Current requests and offers will be deactivated immediately by **hotDu** after cancellation.

We have the right to terminate a contract concluded with you for the free user account extraordinarily in text form with immediate effect if there is an important reason, i.e. facts which, considering all circumstances and weighing up the interests of both parties, make it unreasonable for us to continue the contract. Good cause shall be deemed to exist in particular if a user violates these GTC despite a warning or by means of a serious offence or if there are payment delays of two months.

**hotDu** reserves the right to cancel your free user account with a notice period of one month without giving reasons. Cancellation shall be effected by sending an e-mail to the e-mail address you have provided. When the cancellation of the free user account takes effect, all existing contractual relationships in connection with the use of the **hotDu** service shall end, except for outstanding payment obligations that have not been settled, taking into account their deadlines.

After cancellation, re-registration for our services is only possible with our express consent. If a new registration is made with our consent after a cancellation, the history of the previously cancelled user account is automatically assigned to the user, so that ratings and activities from the past are retained as long as an attribution is permitted under data protection law. More on this in the privacy policy. Bypassing bad ratings by re-registering is therefore impossible.

Once the cancellation takes effect, you will no longer be able to use our services. All information provided by you or created on our platform will no longer be accessible after the four-week cancellation period has expired.

In the event of an inactivity for 2 years without login, **hotDu** reserves the right to block or cancel the user account after prior notification by email. In the event of illness or death, the carers or next of kin can cancel a user account upon presentation of proof, e.g. death certificate, medical certificate, etc. Any existing credit in the virtual wallet can then be paid out in accordance with legal regulations and corresponding proof of authorisation.

## 8 Rights of use and copyright

### 8.1 Copyright in the website

**hotDu** holds all rights in relation to the customer, including the replication, distribution and processing rights as well as the right to non-physical transmission and reproduction of the **hotDu** website and all content contained therein that was not created by the user.

The trade / brand name '© **hotDu**' is protected by copyright.

**hotDu** is permitted to use the stick figure drawings from © [www.strichfiguren.de](http://www.strichfiguren.de) on its website via a licence, but all users are generally prohibited from copying them and using, reproducing or publishing them externally. If you are interested in using or licensing the stick figure drawings (strichfiguren.de), please contact the author.

### 8.2 Use of the platform **hotDu**

The use of the platform, all programmes and the content, materials, trademarks and trade names contained therein is only permitted for the purposes specified in these terms and conditions by each registered user. If you culpably violate these Terms and Conditions, we may take the necessary measures. In the case of minor offences, these may be limited to a notice that the T&Cs, statutory provisions or the duty of consideration have been breached. Serious violations can lead to the temporary or complete blocking of individual services or your access or even to cancellation without prior notice.

### 8.3 Copyright of the content uploaded and created by the user on **hotDu**

The user must hold the copyrights or rights of use required under applicable law for all content, be it texts, images or other digital or analogue content that may be protected by copyright, which he/she enters in requests or offers. Users are responsible for ensuring that the necessary copyrights and rights of use exist. **hotDu** will take the necessary measures to protect the rights holder in the event of any indication of an infringement.

### 8.4 Use of copyright content and data by **hotDu**

Users grant **hotDu** a non-exclusive, perpetual right to use the respective content of presenting it within the framework of **hotDu**'s brokerage concept when inserting content in order to create a request for an offer. This also applies to users who use a request or an offer to create their own offer on **hotDu**, whether via the copy function or editing. Users are themselves responsible for compliance with copyright law. **hotDu** can trace the origin of copyright-relevant content when using the copy function.

To the same extent, users grant **hotDu** the right to use the data mentioned in 1.5 upon registration, as long as this does not constitute personal data.

## 9 Functionality, Compatibility and interoperability

### 9.1 Disconnections and Availability

We make every effort to avoid restrictions, impairments, disconnections or other restrictions on the use of the services as far as technically possible. However, due to the current state of communications technology, such restrictions cannot be completely ruled out, particularly in the case of content and transmission paths beyond our control. **hotDu** endeavours to provide its service around the clock, seven days a week, with an annual average availability of 99.5%. Excluded from this are downtimes due to maintenance work, software updates and times in which the service is not accessible via the Internet or the app offeror due to technical or other problems that are beyond the control of **hotDu** (force majeure, fault of third parties, etc.).

### 9.2 Maintenance

The maintenance and further development of our services occasionally require us to restrict use. We ensure that these remain within a reasonable scope for you.

### 9.3 Functions are not offered everywhere

Please note that certain functions are only available via the website. The mobile apps do not allow you to view certain information (particularly service pin), edit it (particularly password, profile status, personal data, email notifications) or use certain functions (particularly SMS verification). Profile deletion is currently only possible via the website using the "Deactivate Account" button (section 7.2) and not via the iOS app and Android app. Our services may be restricted by the legal requirements of individual countries and are then outside of **hotDu**'s control.

### 9.4 Compatibility

For unrestricted use of the product, the latest available technologies (such as an up-to-date PDF reader), common web technologies (including JavaScript, cookies, pop-ups) and the latest version of Android or iOS must be activated on your device. If you use outdated or unusual versions or technologies, this could impair the use of the product. In addition, it may be necessary to install common software or applications provided free of charge by third-party offerors (such as PDF readers).

### 9.5 Product Updates

In the case of product updates, including those for our Android and iOS apps, we strongly recommend that you install them promptly. It is your responsibility to install updates within a reasonable period of time. If you fail to do so despite our advice

on the availability of the update and the consequences of not installing it, we accept no liability for any product defects that may arise as a result. If you have any difficulties with the installation, please inform us immediately so that we can help you.

### 9.6 Malicious software

To protect our systems and the systems of third parties from harmful programmes and content such as viruses, Trojans or spam e-mails, we continuously use the latest technical protection measures. This includes the use of filter systems where these are necessary to protect telecommunications and data processing systems. However, we cannot be responsible for attacks carried out by third parties using other systems not belonging to us yet using our name.

## 10 Liability

### 10.1 Limitation of liability

**hatDu** is liable for the platform and the profile in accordance with the statutory provisions for damages resulting from injury to life, limb or health as well as in the event of malice, intent or gross negligence and within the scope of statutory product liability. The Licensee shall only be liable for slight negligence if this relates to material contractual obligations, i.e. obligations which are essential for the proper performance of the contract and on the fulfilment of which the user relies and may rely because otherwise the purpose of the contract would be jeopardised, and the amount of liability shall be limited to the damages foreseeable at the time of conclusion of the contract and typical for this type of contract. Otherwise, the liability of the Licensee is excluded.

The limitations of 10.2 to 10.5 serve to clarify **hatDu**'s obligation to perform. 10.1 takes precedence over any resulting limitations of liability.

### 10.2 Incorrect information

**hatDu** is not responsible for incorrect information in the registrations, requests or offers of users. **hatDu** therefore cannot accept any liability for the accuracy of the results of the **hatDu** service for the inquiry or the content of the offers created or contacts arranged on its basis.

### 10.3 Provision

**hatDu** is only obliged to provide the IT services for the automatic transfer of contacts but is not responsible for the success of this transfer. **hatDu** merely provides the technical infrastructure which - under the conditions set out in section 3 - basically enables contacts to be made. **hatDu** provides instructions and brief descriptions for easy use and learning of all its functions.

The **hatDu** platform provides a technical facility that arranges contact between requesters and offerors. **hatDu** is not a party to the contracts that are concluded between the users after contact has been established. **hatDu** has no influence on the content of these agreements, in particular on the offers posted by the offerors, the users' requests or the ratings submitted. **hatDu** does not check the accuracy, completeness or legal admissibility of offers or requests and accepts no liability for the quality, legality or safety of the goods and services offered. Neither is **hatDu** liable for the creditworthiness of the requesting users. **hatDu** is also not responsible for the actions or omissions of users - either inside or outside the **hatDu** platform.

### 10.4 Misuse

**hatDu** is not responsible for the possible misuse of information. It is possible that users may use the **hatDu** service in an unauthorized or unlawful manner contrary to these GTC. **hatDu** accepts no liability whatsoever for such use, which violates applicable laws or regulations, unless **hatDu** has knowledge of the unauthorized or illegal use. **hatDu** is also not liable for the misuse by third parties of details and information that the users themselves have made accessible to third parties.

**hatDu** assumes no liability for the misuse of the platform apart from a plausibility check regarding the prohibited goods or services offered or requested. **hatDu** is not in a position to check all offers and requests for their admissibility.

### 10.5 Availability of the **hatDu** service

**hatDu** does not guarantee the error-free functioning or uninterrupted availability of the service at all times. In particular, **hatDu** accepts no responsibility for disruptions or restrictions in the quality of access due to force majeure or other events beyond **hatDu**'s control. Furthermore, **hatDu** is not liable for unauthorized access by third parties to personal user data, for example through hacking attacks on the database.

## 11 Responsibility and obligations of the customer

### 11.1 Due Payments

The user is obliged to settle all due payments with **hatDu** or third-party offerors (see section 5) on time. If the user falls behind on payments, **hatDu** reserves the right to temporarily block access to the platform. If the user has been granted the option of periodic payment and is culpably behind with more than two consecutive instalments (provided that partial payments have been agreed), all outstanding payment claims up to the next possible termination date shall become due immediately.

### 11.2 Responsibility for the content of the login data

The user bears sole responsibility for the content of his registration and for the information he provides about himself. He assures that the data provided is truthful and complete. Deliberate and/or fraudulent misrepresentation or the faking of a false or fictitious identity may have consequences under both criminal and civil law.

### 11.3 Avert damage

The user undertakes to indemnify **hatDu** against all actions, damages, losses or claims arising in connection with his/her registration and/or participation in the service, insofar as the user is responsible for this. This includes, in particular, damages caused by defamation, insult, violation of personal rights, failure to provide services to other users, violations of these terms and conditions and the infringement of intellectual property or other rights. The claim for reimbursement of expenses is limited to the expenses necessary and required for a specific purpose.

### 11.4 Data Confidentiality

The personal data that you receive from the requesting user or from the offeror via the hatDu platform may only be used for the intended purpose, which usually concerns establishing contact in connection with the specific request. Disclosure of this data to third parties or use for other purposes, in particular for unsolicited advertising, is not permitted without the express consent of the user concerned. The user is also obliged to treat e-mails and other messages confidentially and only to pass them on to third parties with the consent of the sender or where there is good cause. This also applies to the disclosure of names, telephone numbers, e-mail addresses, residential addresses, URLs or other personal data of users.

### 11.5 Deactivate Request / Offer

The customer undertakes to inform **hatDu** immediately if he is no longer interested in the offeror proposals or requests due to the conclusion of brokerage or for other reasons, or if he no longer wishes to make his request or offer available to other users. In this case **hatDu** will deactivate the current request or offer. Inquiry suggestions from **hatDu** can be deactivated by removing the respective category from his favourites list.

### 11.6 Keeping news and data up to date

The user is required to retrieve incoming messages, such as e-mails, as well as the data in his account at regular and appropriate intervals and, if necessary, to archive them on his own storage media. **hatDu** is entitled to delete the messages stored in the user's account after sending or receiving them without prior consultation. In addition, **hatDu** is entitled to automatically delete all data within the scope of a free account after 24 months have passed since the user's last login. **hatDu** may also delete all requests and offers that have been paused or deactivated for 24 months from the user's account. **hatDu** reserves the right to delete all data directly if a user's account has been terminated due to non-compliance with these terms and conditions.

### 11.7 Obligations

Furthermore, every user undertakes to observe these terms and conditions and not to misuse the service, in particular:

- not to disseminate any immoral, obscene, pornographic or right-wing/left-wing extremist content or photos;
- not to request or offer illegal goods or services;
- no hate speech, i.e. any form of linguistic expression of hatred with the aim of degrading, dehumanizing and/or denigrating certain persons or groups of persons;
- not to disseminate any defamatory, offensive or otherwise unlawful material or information via the Service;
- not to threaten or harass other persons or violate the rights (including personal rights) of third parties;
- not to upload any data that contains a virus (infected software) or software or other material that is protected by copyright, unless the user has the rights to it or the necessary consents;
- not to use the service in a way that adversely affects the availability of the offers for other customers;
- not to perform spam or robotic functions or create useless requests, offers, abuse reports or categories in **hatDu** in order to burden the **hatDu** platform or **hatDu** support with unnecessary work;
- not to intercept or attempt to intercept any e-mails/messages;
- not to intercept or attempt to interrupt video verification data;
- not to intercept or read out any user data and also not to attempt to intercept or read out any user data as long as this information has not been purchased from **hatDu**;
- not to send messages or images to users for any purpose other than communication, contact details display in requests or offers and in particular not to advertise or offer unsolicited goods or services to other users;
- any form of discrimination, whether based on age, gender, ethnic origin, sexual origin, skin color or race, sexual orientation, religion or on the basis of disability, illness or other disability, illness or other restrictions;
- no sweepstakes, pyramid schemes and snowball systems, gift circles, unsolicited mass messages (spam);
- no threats, bullying, intimidation or stalking;
- no other insulting, abusive, threatening, discriminatory, violence-glorifying, harmful to minors, xenophobic, defamatory, homophobic, defamatory of reputation, sexist, misleading or untrue content;
- no content that infringes industrial property rights (in particular: Trademarks, designs, patents, trade secrets), copyrights or other rights of third parties (e.g. general rights of personal rights, data protection rights);
- no links and scripts;
- not to create or send requests or offers to users with an unreasonably high or harassing frequency; in doing so, **hatDu** reserves the right to set certain limits by technical means that are necessary to ensure the security and integrity of the platform;
- not to include contact details such as full names, addresses, telephone or fax numbers, e-mail addresses, etc. in requests and offers from users in order to avoid paying commission;
- to make false statements in the requested quantity or the requested effort in order to reduce the commission;
- not to use any filters that distort the natural appearance of the requested or offered content;

- descriptions should not be inappropriately short or long; **hatDu** reserves the right to technically define certain minimum and maximum lengths of texts by means of technical specifications;
- to enable former users who have been terminated to use the **hatDu** services or products.

All users are encouraged to report any irregularities or illegal texts, images, etc. that do not comply with these terms and conditions to **hatDu** by clicking the “Report” button or by emailing a screenshot to **hatDu** for review.

All users are encouraged to participate in the maintenance and improvement of **hatDu**. To this end, **hatDu** sends out surveys at irregular intervals, which users can answer quickly with just a few clicks and their expertise.

### 11.8 Duty to Cooperate

Before using the **hatDu** service, it is the user's responsibility to familiarize himself with **hatDu** 's safety tips and to follow these as well as the usage guidelines in these GTC, in particular this section 11. Should **hatDu** contact the user due to anomalies, the user is obliged to make a statement immediately. If a prompt statement is not made, **hatDu** is entitled to impose sanctions against the user / account. Recommendations for action by **hatDu** should be seriously considered and only rejected in exceptional cases and for important reasons. The user should also use the „Report Request „and „Report Offer “functions to forward problematic content, violations of our terms and conditions / guidelines or behaviour to **hatDu**.

**hatDu** does not offer a direct contact option between individual users on its platform. Users should therefore check carefully whether a third party is sending unsolicited advertising e-mails or phishing e-mails in the name of **hatDu**, for example, or whether there is any suspicion of this. So-called scam messages are regarded as unsolicited advertising e-mails or attempts at fraud, e.g. to steal your access data. The user has in the event of suspicion the option of sending such advertising or phishing e-mails sent to him in the name of **hatDu** to [spoofer@hatdu.info](mailto:spoofer@hatdu.info) for review or follow-up. However, the previously generated, extended e-mail sender information of the spam sender should then be retained.

### 11.9 Sanctions Procedure

Ignoring the duties of conduct listed in sections 11.1 to 11.8 may result in the following sanctions:

- Request for a statement in the event of suspected breaches of contract or the law
- Blocking of access to the use of the service until the facts of the case have been clarified (in particular in the event of repeated or multiple complaints from other users),
- Warning to the users,
- Restriction or suspension of the use of certain applications in the **hatDu** service,
- partial deletion of content.

Non-compliance with the behavioural obligations in sections 11.1 - 11.8 can also lead to the immediate termination of these GTC as a user agreement and have consequences for the user under civil and criminal law, including claims for damages by **hatDu**. Blocking access does not release the user from the obligation to pay for services already provided.

The following reasons may lead to us suspending, terminating or otherwise restricting the provision of our services in whole or in part:

- You no longer meet the quality criteria of **hatDu**,
- You violate or are suspected of violating the provisions of these GTC,
- You misuse the platform for purposes that are contrary to the contract,
- You have received justified negative reviews and/or complaints from users,
- You no longer have the necessary skills to respond appropriately to communications, whether by e-mail or elsewhere
- You do not respond to contact requests or e-mails within a reasonable period of time, if at all (<https://www.hatdu.info/listen/fristenliste/>)
- You are in default of payment of the fees due to **hatDu**,
- You cause considerable damage to other users,
- We are subject to a legal or regulatory obligation that requires us to cease providing our services to you completely and does not grant us a grace period,
- There is a compelling reason that entitles us to terminate the contract without prior notice.

After receiving the information in accordance with section 11.9, you have the right to submit a written counterstatement within 14 days in order to comment on the allegations and provide us with additional information that explains the context of your statement. This enables us to clarify the facts as fully as possible and to have a sound basis for our decision.

On the basis of your counterstatement, we will re-examine the case and inform you whether the decision will be upheld or reversed. If the decision is reversed, all content removed up to that point will be made accessible again immediately. **hatDu** will ensure that objectionable content is not permanently deleted until the counterstatement procedure has been completed. However, this does not apply to obviously criminal offenses or violations of copyright law.

You also have the opportunity to clarify the facts and circumstances on which the sanction is based as part of the internal complaints management procedure in accordance with section 16.

Since **hatDu** is a trustworthy platform, **hatDu** has the option of issuing a warning to the user in the event of minor violations and lowering the user's overall rating in the user rating system. In the case of exemplary behaviour, e.g. reporting actions by

other users that do not comply with these terms and conditions and that can be traced by **hatDu**, **hatDu** can also improve the ratings of the reporting user. The motto being: Trust must be rewarded.

The user expressly agrees to a change in his own ratings for the worse or better by **hatDu** depending on his behaviour on the **hatDu** platform and in his dealings with other users.

Mutual reviews are intended to provide **hatDu** users with as meaningful and accurate a picture as possible of the quality, reliability and trustworthiness of users. In order to achieve this goal, only factual and truthful statements may be made about other users. Reference is made to the communication standards set out in section 11.7.

## 12 Changes to the General Terms and Conditions, changes to services

### 12.1 Adjustments to the GTC

We reserve the right to amend these General Terms and Conditions during the term of the contract. Changes will be communicated to you by providing the new General Terms and Conditions on a durable medium, for example by e-mail. This is not associated with any additional costs for users and may be considered in particular,

- insofar as **hatDu** is obliged to ensure that the services offered by **hatDu** comply with the law applicable to the services, in particular if the applicable legal situation changes;
- insofar as **hatDu** thereby complies with a court judgment or an official decision directed against **hatDu**;
- insofar as the respective change is necessary to close existing security gaps;
- to adapt them to a new technical environment or to an increased number of users;
- if this is necessary for important operational reasons;
- to maintain the contractual conformity of the service, in particular to meet current market requirements for services of the same type; or
- if the change is of a purely technical or procedural nature without significant effects for the user, in particular changes of a purely graphic nature and mere changes in the arrangement of functions.

Information about adjustments and improvements to the **hatDu** product experience can be found in our product updates, under the Link: <https://www.hatdu.info/listen/update-softwareversionen/>

### 12.2 Entry into force of the amended GTC

Changes to the General Terms and Conditions will be announced to users in good time, but at least six weeks before the date on which they are to come into force.

The changes announced by **hatDu** shall only become effective if the user accepts them, if necessary, by way of the fictitious consent regulated below. Silence on the part of the user shall only be deemed as acceptance of the offer of change (fictitious consent) if

- the amendment offer is made in order to restore the conformity of the contractual provisions with a changed legal situation because a provision of these GTC no longer corresponds to the legal situation due to a change in the law, including directly applicable legal provisions of the European Union, is rendered ineffective due to a legally binding court decision, including by a court of first instance, may no longer be used or due to a binding order of a national or international authority responsible for **hatDu** can no longer be brought into conformity with the regulatory obligations of **hatDu**

and

- the user has not rejected the change offer before the proposed date of entry into force of the changes. you will point out the consequences of silence in the change offer.

The fiction of consent shall not apply

- in the event of changes that affect the main contractual obligations and the fees for main services, or
- in the event of changes to fees that are aimed at a payment by the user in excess of the agreed fee for the main service, or
- in the event of changes that are equivalent to the conclusion of a new contract, or
- in the event of changes that would significantly shift the previously agreed ratio of performance and consideration in favour of **hatDu**.

In such cases, **hatDu** shall obtain the client's consent to the changes by other means.

If **hatDu** makes use of the fiction of consent, the user may also terminate the contract affected by the change without notice and free of charge before the proposed date of entry into force of the changes. Special reference will be made to this right of termination in the amendment offer.

## 13 Applicable law, alternative dispute resolution

### 13.1 Applicable law

The law of the Federal Republic of Germany shall apply to the exclusion of German conflict of law's provisions. For customers who are consumers domiciled in the European Union, the law of the country in which the customer is domiciled may also apply in certain cases if this is required by mandatory statutory provisions.

### 13.2 Alternative dispute resolution

The EU Commission provides an online platform where disputes can be resolved online. This platform can be accessed via the external Link <http://ec.europa.eu/consumers/odr/>. **hatDu** does not participate in dispute resolution procedures of consumer arbitration boards. There is no legal obligation to do so.

## 14 Place of jurisdiction

In the event that you act as a merchant within the meaning of the German Commercial Code, as a legal entity under public law or as a special fund under public law with its registered office in Germany, Osnabrück or the nearest competent court at the registered office of **hatDu** shall be the place of jurisdiction for all disputes in connection with the use of **hatDu**.

## 15 Revocation instruction/ Exclusion of the right of withdrawal

### 15.1 Revocation Instruction

You have the right to withdraw from this contract within 14 days without giving any reason. This also applies to any separate fee-based service that you have agreed with **hatDu** in (purchase of contact data or viewing third-party offers, etc.). The withdrawal period is 14 days from the date of conclusion of the contract. To exercise your right of withdrawal, you must send us

StG Media – Marketing GmbH & Co.KG  
- Kundenservice **hatDu** Deutschland –  
Gewerbepark Ebbendorf 4  
49176 Hilter am Teutoburger Wald  
Telefon: +49 (0) 5409 40369-40  
E-Mail: [info@hatdu.de](mailto:info@hatdu.de)

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You can use the attached sample cancellation form (here or <https://www.hatdu.info/downloads/Muster-Widerrufsformular-DE.pdf>), but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period has expired.

### 15.2 Consequences of Revocation

If you revoke this contract, we will refund all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), promptly and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged any fees for this refund.

**If you have requested that the service should begin during the cancellation period and have already used paid services, you must pay us an appropriate amount corresponding to the proportion of the services already provided up to the point in time at which you notify us of the exercise of the right of cancellation with regard to this contract, compared to the total scope of the services provided for in the contract.**

End of Revocation Instruction.

### 15.3 Allocation of the revocation declaration

To ensure a clear assignment of the revocation, the user's revocation declaration should contain the following two pieces of information

- (1.) eEmail address or profile ID that is deposited at hatDu
- (2.) Service pin online, only visible live on the website under "**My Account**" / "**Dashboard**" during a telephone support session

The profile ID is assigned to the customer after registration and sent in the registration confirmation email and can be viewed by the customer at any time online in the "**My Account**" / "**Dashboard**" area of the website. The service pin can only be viewed live online on the website under "**My Account**" / "**Dashboard**" during a telephone support session and is temporarily generated by the **hatDu** employee.

## 16 Your right to complain

### 16.1 What can I complain about?

If you are dissatisfied with our approach or actions in relation to your use of the Service, you have the opportunity to complain quickly and easily through our complaint management system. We will ensure that your complaint is handled transparently and on an equal footing with other processes in the system. Depending on the complexity and scope of your complaint, we will deal with it within a reasonable timeframe. The complaint management system is available to you if you wish to raise the following issues:

- Alleged violations of the Online Intermediation Services Regulation (EU) 2019/1150 (P2B Regulation),
- Technical problems that are directly related to the use of **hatDu**, any of our actions or conduct that directly relates to you or affects you.

### 16.2 Submit a complaint

You can contact the complaint management system as follows: **StG Media – Marketing GmbH & Co.KG, Gewerbepark Ebbendorf 4, 49176 Hilter am Teutoburger Wald**, or by E-Mail at: [beschwerde@hatdu.info](mailto:beschwerde@hatdu.info).

### 16.3 Complaint Processing

We guarantee that your complaint will be examined with the necessary care, promptly, without discrimination and without arbitrariness. If there are any queries regarding your complaint, we will address these directly to you as the Requester or Provider. In particular, if queries are directed at third parties, such as other users or offerors, the processing time may be longer. Our aim is to find a fair and amicable solution to the problem you have described, whereby we will of course also take the interests of the other parties or third parties into account appropriately. As soon as the complaint management process is completed, we will inform you of the result immediately, explain our decision clearly and understandably and correct any errors or problems. Regardless of the outcome of your complaint, you are free to take legal action or seek an out-of-court dispute resolution. We will inform you of this separately after the procedure has been completed.

### 16.4 Deadline for Complaints

The complaint must be lodged at least within six months of becoming aware of the contested measure.

### 16.5 Complaint statistics

**hatDu** wants to work in a trustworthy and transparent manner. Therefore, you can find information about the number of complaints submitted, the most important types of complaints, the average time required to process complaints and aggregated information about the outcome of complaints in our complaint statistics at the following Link: <https://www.hatdu.info/beschwerdestatistik/>. The data is updated approximately every year.

## 17 Miscellaneous

### 17.1 Service offerors and vicarious agents

**hatDu** reserves the right to commission third parties or vicarious agents to provide individual or all service components, as long as this does not result in any disadvantages for the customer.

### 17.2 Severability clause

Should any provision of these terms and conditions be invalid or void or should the contract become incomplete, the remainder of the contract shall remain unaffected. In this case, the statutory provisions shall apply in addition.

### 17.3 Contract language

The contract language is German.

## 18 Sample Cancellation Form

# Sample Cancellation Form

To:

StG Media – Marketing GmbH & Co.KG  
- Kundenservice **hatDu** Deutschland –  
Gewerbepark Ebbendorf 4  
D- 49176 Hilter am Teutoburger Wald  
E-Mailadresse: [info@hatdu.de](mailto:info@hatdu.de)

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

Ordered on (\*) / received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if notification is on paper)

Date

(\*) Delete as appropriate.

Optional information

Profile-ID

At **hotDu** registered email address